

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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My 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. Lloyds Bank Home Insurance – a tailored, flexible offering, and Lloyds Bank Home Insurance Premier – a more inclusive offering where additional cover and higher limits are included as standard.



Home Insurance

- Tailor your home insurance to give you more control over the cover that's right for you.
- A simple and cost effective way to buy home insurance.



Home Insurance Premier

- 5 Star Defaqto Rated cover for buildings and contents.
- Giving you additional value for a more inclusive home insurance deal.
- Unlimited sums insured cover (inner limits apply) to give you additional peace of mind. 'Unlimited' policy limits means we will pay the full repair or replacement costs.
- Providing higher limits in areas of cover that are important to you.

What do I 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 Continuous Payment Authority. 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 Continuous Payment Authority. 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 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 5177**.

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:

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

For full cancellation rights please see the 'Cancellation' condition on page 10.



If you have any questions please call us on **0345 300 5177**.

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Useful numbers

Need to claim, get legal advice or help with emergency repairs? Here are the numbers you'll need.

(General enquiries and claims

0345 300 5177

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 3000 170

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 47.

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How do I make a claim?

Before you call us

2 Call 0345 300 5177

What you'll need to give 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.

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.

- 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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How we'll look after your claim

- Depending on the extent and type of damage, we can rebuild, repair, or replace your 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 advice on the next steps to take.

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. And if you can't live there until it's repaired we'll 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 of completion.

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 either your buildings or contents cover – whichever is the higher – as a single event caused the damage.

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Claiming for Legal expenses? Call 0800 028 0732

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 46 and how to make a claim on page 47.

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Looking after my home



Keep my home in good condition

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 has been 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.



When I'm 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.

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.



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 violent weather such as strong winds of 55mph or more, torrential rain, 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.

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Keep my bike safe

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

When it's outside your home and left unattended in a public place or communal area, 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.



Protecting the things I 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.



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. Am I covered?

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

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



WANT SOME ADVICE?

If you'd like to talk to us or perhaps change your cover, please call **0345 300 5177**. We'll be happy to help.

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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 <u>'Cancellation' condition on page 10</u> and the <u>'Monthly payments' condition on page 12</u>.

The law applicable to this policy

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

Your policy

This insurance policy will cover loss or damage arising during the **insurance period** due to an insured cause that occurs during the **insurance period**.

We relied on the answers you gave to the questions that you were asked when you took out the policy. You must tell us if any of your answers change during the insurance period. If you don't tell us about any changes, we may have the right to refuse any claims made after the change happened or to treat your policy as ended from the date of the change, meaning that you will not be covered after that date.

Please refer to 'Changes you must tell us about' section on page 10 for full details.

Important information

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

'General conditions' on page 10

'Claims conditions' on page 41

'General exclusions' on page 44

'Words and phrases with special meanings' on page 57

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;
- You breach any terms or conditions of your policy; or
- There is any event or circumstance outside our control that increases the risk under your policy that we could not have reasonably foreseen.

If **we** cancel your policy **we** will refund any premium **you** have paid for the rest of the **insurance period** unless there is evidence of fraud. See the 'Fraud' condition on page 12.

Changes you must tell us about

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

- You are going to change address;
- There is to be a change to the number of bedrooms in your home;
- Your home is to become unoccupied for more than 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);

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- Your home is not in a good state of repair;
- 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.

Renewal

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

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

As part of **our** commitment to **you**, **we** review **our** home insurance products on a regular basis so **we** can continue to deliver value for money and ensure the best quality. This may from time to time involve changing one of the insurers or the terms and conditions of your cover on renewal. **You** agree that **we** may change an insurer on renewal without seeking your permission to do so.

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

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

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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 <u>'Cancellation' condition on page 10</u> for further details about cancellation.

Fraud

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

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

then we:

- will cancel your policy from the date of the fraudulent act;
- will not pay any part of a fraudulent claim or 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 or any claims arising after the fraudulent act.

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Private residence cover

This section applies if **you** have 'Buildings – Private residence cover' – this is shown in your **policy schedule**. 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 18 for further information.

What we cover

Loss of or damage to the **buildings of your private residence** by the following causes:

- 1. Fire or smoke.
- 2. Explosion, lightning or earthquake.
- 3. Riots, civil commotion, labour and political disturbances or strikes.
- 4. Malicious damage or vandalism.
- 5. Impact by any vehicle, train, animal, aircraft or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.
- 6. Flood.
- 7. Storm.
- 8. Subsidence, heave or landslip.

What we don't cover

 Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.

- Damage occurring while **your home** is **unoccupied**.
- The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to your private residence.
- Hedges, fences and gates.

Damage:

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 your private residence is damaged at the same time and by the same cause;

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What we cover



What we don't cover

X

- To, or resulting from, the movement of solid floors unless the foundations beneath the external walls of your private residence are damaged at the same time and by the same cause;
- That is covered under an NHBC warranty or other similar guarantee;
- Resulting from the bedding down of new buildings or settlement, shrinkage or expansion of the buildings of your private residence;
- Caused by demolition, structural alteration, structural repair or excavation by you or someone appointed by you.
- Damage occurring while your home is unoccupied.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Escape of water causing, or caused by, subsidence, heave or landslip.*
- *This will be considered as **subsidence**, **heave** or **landslip** damage.
- Damage occurring while **your home** is **unoccupied**.
- Damage occurring while **your home** is **unoccupied**.
- Damage occurring when your home is unoccupied.
- The cost of clearing a blockage which has not caused physical damage to the pipe, drain or tank.

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

For example a washing machine, dishwasher, freezer, heating system or water main.

- 10. Freezing of water in fixed domestic water or heating systems.
- 11. Escape of oil from any fixed domestic oil installation.

For example oil heating systems and oil tanks.

- 12. Theft or attempted theft.
- 13. Accidental damage to services.

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What we cover

14. Trace and access.

If your buildings are damaged due to:

- Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems;
- Escape of oil from any fixed domestic oil installation;
- Accidental damage to services;

we will pay the reasonable cost of removing and replacing any other part of your buildings necessary to find the source of the leak and making good. This includes the reinstatement of any drive, fence or path removed or damaged during the search.

15. Clearing drain blockages.

If there is a blockage in an underground pipe connecting **your home** to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe.

16. Alternative accommodation.

If **your private residence** is made uninhabitable by any cause under 'What we cover' for 'Buildings – Private residence cover', **we** will pay for:

- Up to 2 years' ground rent which you or your family have to pay;
- Rent you should have received but have lost;
- The cost of similar alternative accommodation for you, your family and your domestic pets while you cannot live in your private residence.

What we don't cover

X

■ Damage occurring when **your home** is **unoccupied**.

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17. Cover during sale.

If **you** are selling **your home** and the buyer has not taken out buildings insurance between exchange of contracts and completion, **we** will also cover the buyer up to the date of completion.

18. Emergency access.

We will pay for loss of or damage to **your buildings** 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.

19. Replacement locks and keys.

If you lose your keys to outside doors, fixed safes or alarms in your private residence, or they 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 'Buildings – Accidental damage cover' on page 21.

If **you** require cover for replacement locks and keys to **outbuildings**, **you** will need 'Outbuildings cover' on page 18.

What we don't cover

X

 Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.

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
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Property owner's liability cover

This section applies if **you** have <u>'Buildings – Private residence cover'</u> – 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



What we don't cover

X

- 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 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) 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.

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 <u>'Buildings – Private residence cover'</u> section or <u>'Outbuildings cover'</u> 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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Contents insurance

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- Replacement of sets cover
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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

If you have made a successful buildings claim for an item, or part of an item, which forms part of a set or any other article of a uniform nature, colour or design, we will pay for the cost of replacing or changing any associated undamaged item, or part of an item, when a replacement of or reasonable match for the lost or damaged item cannot be obtained.

On settlement of your claim, if we ask, you must give us any damaged or undamaged items for which the claim has been accepted.

What we don't cover

• 'What we don't cover' in the section(s) of cover under which **vou** have claimed.

Outbuildings cover

This section applies if **you** have 'Outbuildings cover' – this is shown in your **policy schedule**.

What we cover

Loss of or damage to your outbuildings by the following causes:

- 1. Fire or smoke.
- 2. Explosion, lightning or earthquake.
- 3. Riots, civil commotion, labour and political disturbances or strikes.
- 4. Malicious damage or vandalism.

What we don't cover

 Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.

Damage occurring while your home is unoccupied.

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
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What we cover

- 5. Impact by any vehicle, train, animal, aircraft or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.
- 6. Flood.
- 7. Storm.
- 8. Subsidence, heave or landslip.

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

For example a washing machine, dishwasher, freezer, heating system or water main.

- 10. Freezing of water in fixed domestic water or heating systems.
- 11. Escape of oil from any fixed domestic oil installation.

For example oil heating systems and oil tanks.

What we don't cover

X

- The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to your outbuildings.
- Hedges, fences and gates.

Damage:

- To, or resulting from, the movement of solid floors unless the foundations beneath the external walls of your outbuildings are damaged at the same time and by the same cause;
- That is covered under an NHBC warranty or other similar guarantee;
- Resulting from the bedding down of new buildings or settlement, shrinkage or expansion of your outbuildings;
- Caused by demolition, structural alteration, structural repair or excavation by you or someone appointed by you.
- Damage occurring while your home is unoccupied.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Escape of water causing, or caused by, subsidence, heave or landslip.*
- *This will be considered as **subsidence**, **heave** or **landslip** damage.
- Damage occurring while your home is unoccupied.
- Damage occurring while your home is unoccupied.

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
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- Specified items cover
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Claims conditions

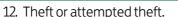
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What we cover



13. Accidental damage to services.

14. Trace and access.

If your outbuildings are damaged due to:

- Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems;
- Escape of oil from any fixed domestic oil installation:
- Accidental damage to services;

we will pay the reasonable cost of removing and replacing any other part of your buildings necessary to find the source of the leak and making good. This includes the reinstatement of any drive, fence or path removed or damaged during the search.

15. Clearing drain blockages.

If there is a blockage in an underground pipe connecting **your home** to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe.

16. Emergency access.

We will pay for loss of or damage to **your buildings** 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.

What we don't cover

X

- Damage occurring while your home is unoccupied.
- The cost of clearing a blockage which has not caused physical damage to the pipe, drain or tank.
- Damage occurring while your home is unoccupied.

Buildings insurance

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

Contents insurance

- Private residence cover
- Occupier's and public liability cover
- Replacement of sets cover
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What we cover



17. Replacement locks and keys.

If **you** lose your keys to outside doors, fixed safes or alarms in **outbuildings**, or they 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 'Buildings – Accidental damage cover'.

What we don't cover



 Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.

Accidental damage cover

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

What we cover



Accidental damage to the buildings of your private residence.

You also have **accidental damage** cover for **your outbuildings** if **you** have '<u>Outbuildings cover</u>' and this is shown in your **policy schedule**.

Examples of **accidental damage** include smashing a window, cracking a bathroom sink and putting your foot through the ceiling whilst in the loft.

What we don't cover



- Damage occurring while your home is unoccupied.
- Damage occurring while your home or any part of it is lent, let or sublet.
- Movement, settlement or shrinkage in any part of your buildings.

Buildings insurance

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

Contents insurance

- Private residence cover
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Private residence cover

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

Please refer to 'Contents in outbuildings and in the open cover' on page 31 for more information.

What we cover



Loss of or damage to the **contents** of **your private residence** by the following causes:

If **you** require cover for pedal cycles whilst they are within or away from **your home**, **you** will need <u>'Pedal cycle cover' on page 40</u>.

1. Fire or smoke.

- 2. Explosion, lightning or earthquake.
- 3. Riots, civil commotion, labour and political disturbances or strikes.
- 4. Malicious damage or vandalism.

What we don't cover

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- Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or any parts or accessories for any of them.
- Aircraft, caravans, trailers, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.
- Pedal cycles and their accessories.
- Animals.
- Contents in outbuildings and in the open within the boundaries of your home.
- Growing trees, shrubs or plants.
- Any articles used or held for business or professional purposes other than as described in point 26 'Clerical office equipment'.
- Any property that is more specifically insured either by this policy or any other policy.
- Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.

Damage occurring while your home is unoccupied.

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
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What we cover



- 5. Impact by any vehicle, train, animal, aircraft or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.
- 6. Flood.
- 7. **Storm**.
- 8. Subsidence, heave or landslip.

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

For example a washing machine, dishwasher, freezer or heating system.

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

For example oil heating systems and oil tanks.

What we don't cover

X

 The cost of removing any tree, branch, lamp post, telegraph pole or pylon.

Loss or damage:

- Resulting from the movement of solid floors unless the foundations underneath the external walls of your private residence are damaged at the same time by the same cause;
- Resulting from the bedding down of new buildings or settlement, shrinkage or expansion of the buildings;
- Caused by demolition, structural alteration, structural repair or excavation performed by you or someone appointed by you.
- Damage occurring while your home is unoccupied.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Damage occurring while your home is unoccupied.

Buildings insurance

- Private residence cover
- Property owner's liability cover
- Replacement of sets cover
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Contents insurance

- Private residence cover
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What we cover

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11. Theft or attempted theft.

12. Replacement locks and keys.

If you lose your keys to outside doors, fixed safes or alarms in your private residence, or they 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 <u>'Contents – Accidental damage cover' on page 37</u>.

If **you** require cover for locks and keys to **outbuildings you** will need 'Contents in outbuildings and in the open cover' on page 31.

13. Deeds and documents.

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

What we don't cover

X

- Theft not involving forcible and violent entry to, or exit from, your private residence, if you have lent, let or sublet any part of your private residence or whilst persons other than your family are staying there.
- Loss or damage occurring while your home is unoccupied.
- Loss by deception unless the only deception is gaining entry to your private residence.
- Loss or damage by any guest invited into your private residence by you or your family.

Loss or damage to **money**.

Buildings insurance

- Private residence cover
- Property owner's liability cover
- Replacement of sets cover
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Contents insurance

- Private residence cover
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14. Loss of water, domestic heating oil and gas.

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

15. Downloaded data.

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

16. Alternative accommodation.

If **your private residence** is made uninhabitable by any cause under 'What we cover' of your 'Contents – Private residence cover', **we** will pay for:

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

What we don't cover

X

Buildings insurance

- Private residence cover
- Property owner's liability cover
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Contents insurance

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17. Tenant's improvements.

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

By 'tenant's improvements' **we** mean those improvements to **your home you** have provided and which are not the responsibility of your landlord – for example, shed, greenhouse, fitted kitchen, bathroom suite, laminate flooring.

18. Special occasion cover.

We will increase your 'Contents – Private residence cover':

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

Please see your **policy schedule** for details of this cover.

19. Emergency access.

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

What we don't cover

X

Landlord's fixtures and fittings.

Buildings insurance

- Private residence cover
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Contents insurance

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20. Contents cover when you are moving home.

We will cover loss of or damage to **contents** when **you** move home under contents covers points 1–13 and 15 of 'What we cover' of your 'Contents – Private residence cover' and **accidental damage** if **you** have 'Contents – Accidental damage cover':

- If caused during household removal by a professional removal contractor moving them from your home to another permanent home in the British Isles;
- While they are being held in temporary storage by the removal firm for up to 72 hours.
- 21. **Contents** when temporarily removed from **your home**. **We** will pay for loss of or damage to **contents** when temporarily removed from **your home** to anywhere in the **British Isles** for a period not exceeding three calendar months if caused by an event covered under points 1–13 and 15 of 'What we cover' of your 'Contents Private residence cover'.

Examples of what **we** mean by 'temporarily removed': **you** are working away and staying in a hotel, or items are stolen while **you** are at your workplace, or your children's items are stolen from school.

22. **Money**.

We will pay for theft or accidental loss of **money** belonging to **you** or your **family**, or for which **you** or your **family** are responsible, from **your private residence**.

What we don't cover

X

- Contents removed for sale or exhibition or to furniture depositories.
- Loss or damage caused by **storm** or flood to property not in a building.
- Loss or damage to student belongings.
- Loss or damage caused by theft or attempted theft other than from:
- An occupied private home or any building where you or your family are working or temporarily living;
- Any other building or a caravan but only if force or violence are used to gain entry or exit;
- Any bank or safe deposit or while you, your family or domestic staff, are taking them to or from the bank or safe deposit.
- Money held for trade, professional or business purposes.
- Theft or accidental loss by deception unless the only deception is gaining access to your private residence.

Buildings insurance

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

Contents insurance

- Private residence cover
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23. Cash/credit/debit cards.

We will pay for financial loss for which **you** or your **family** are legally responsible caused by the fraudulent use of cash/credit/debit cards belonging to **you** or your **family**.

Cards are covered in your private residence.

24. Freezer contents.

We 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 **your private residence**.

25. Visitors' belongings.

Loss of or damage to visitors' personal belongings at **your private residence** by any cause listed under points 1–11, 13 and 15 of 'What we cover' of your 'Contents – Private residence cover', and **accidental damage** if **you** have 'Contents – Accidental damage cover'.

26. Clerical office equipment.

If you or anyone living with you use your private residence for clerical business purposes, we will pay for loss of or damage to office furniture and equipment while in your private residence by:

Any cause listed under points 1–12 and 15 of 'What we cover' of your 'Contents – Private residence cover' and accidental damage if you have 'Contents – Accidental damage cover'.

Examples of office equipment are computer equipment, facsimile machines, photocopiers, telephones, books and stationery.

What we don't cover

X

- Loss caused by the fraudulent use of cash/credit/debit cards by you or your family.
- Loss caused by you or your family not complying with the terms and conditions of the card issuer.
- Cash/credit/debit cards held for trade, professional or business purposes.
- Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.
- Points 1–11, 13 and 15 under 'What we don't cover' of your 'Contents – Private residence cover'.
- Contents and personal belongings of paying guests.
- 'What we don't cover' under <u>'Contents Accidental</u> <u>damage cover'</u>.
- Points 1–12 and 15 under 'What we don't cover' of your 'Contents – Private residence cover'.
- 'What we don't cover' under 'Contents Accidental damage cover'.

Buildings insurance

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

Contents insurance

- Private residence cover
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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



27. Occupier's and public liability.

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

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

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

The most **we** will pay for claims resulting from one accident or a series of accidents resulting from any one cause is 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

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- Any action against you brought in a court outside the British Isles.
- Liability resulting from:
- Ownership of your home;
- Your occupation or ownership of any other land or building;
- Sport involving the use of motors;
- Any employment, trade, profession or business;
- An agreement made unless you, your family or domestic staff would have been liable even if the agreement had not been made;
- The transmission of any diseases or virus.
- Liability resulting from the use or ownership of:
- Mechanically powered vehicles, except garden machinery used in your garden;
- Powered boats or aircraft, unless they are models;
- Animals, except domestic cats and dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation);
- Firearms, except airguns or legally held sporting guns used for sporting purposes.
- Any legal liability covered by any other insurance policy.

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
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28. Employer's liability.

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

The most we will pay for claims resulting from one accident or a series of accidents resulting from any one cause is 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.

29. Tenant's liability.

Compensation payments under a tenancy agreement for damage to the **buildings** caused by any cause listed under points 1–13 of 'What we cover' of your 'Buildings - Private residence cover'.

What we don't cover

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

Replacement of sets cover

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

What we cover

been accepted.



What we don't cover



If **you** have made a successful contents claim for an item, or part of an item, which forms part of a set or any other article of a uniform nature, colour or design, we will pay for the cost of replacing or changing any associated undamaged item, or part of an item, when a replacement of or reasonable match for the lost or damaged item cannot be obtained. On settlement of your claim, if we ask, you must give us any damaged or undamaged items for which the claim has

• 'What we don't cover' in the section(s) of cover under which **vou** have claimed.

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
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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**.

What we cover

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Loss of or damage to the contents of your outbuildings and in the open within the boundaries of your home by the following causes:

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

If **you** require cover for pedal cycles while they are within or away from **your home**, **you** will need <u>'Pedal cycle cover' on page 40</u>.

- 1. Fire or smoke.
- 2. Explosion, lightning or earthquake.
- 3. Riots, civil commotion, labour and political disturbances or strikes.
- 4. Malicious damage or vandalism.
- 5. Impact by any vehicle, train, animal, aircraft or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.
- 6. Flood.

What we don't cover

X

- Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or any parts or accessories for any of them.
- Aircraft, caravans, trailers, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.
- Pedal cycles and their accessories.
- Animals.
- Any articles used or held for business or professional purposes other than as described in point 25 'Clerical office equipment'.
- Any property that is more specifically insured either by this policy or any other policy.
- Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.

- Damage occurring while **your home** is **unoccupied**.
- The costs of removing any tree, branch, lamp post, telegraph pole or pylon.
- Loss of or damage to contents while in the open within the boundary of your home caused by flood.

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Contents insurance

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What we cover

- 7. Storm.
- 8. Subsidence, heave or landslip.

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

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

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

For example oil heating systems and oil tanks.

11. Theft or attempted theft.

What we don't cover

• Loss of or damage to **contents** while in the open within the boundary of **your home** caused by **storm**.

Loss or damage:

- Resulting from the movement of solid floors unless the foundations underneath the external walls of your outbuildings are damaged at the same time by the same cause;
- Resulting from the bedding down of new buildings or settlement, shrinkage or expansion of the outbuildings;
- Caused by demolition, structural alteration, structural repair or excavation performed by you or someone appointed by you.
- Damage occurring while your home is unoccupied.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Damage occurring while your home is unoccupied.
- Theft not involving forcible and violent entry to, or exit from, your outbuildings, if you have lent, let or sublet any part of your home or whilst persons other than your family are staying there.
- Loss or damage occurring while your home is unoccupied.
- Loss by deception unless the only deception is gaining entry to your outbuildings.
- Loss or damage by any guest invited into your home by you or your family.

Buildings insurance

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Contents insurance

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What we cover

✓

12. Replacement locks and keys.

If you lose your keys to outside doors, fixed safes or alarms in your outbuildings, or they 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 <u>'Contents – Accidental damage</u> <u>cover' on page 37.</u>

13. Deeds and documents.

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

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

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

15. Downloaded data.

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

The receipt may be in an electronic format.

Loss or damage to **money**.

What we don't cover

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16. Tenant's improvements.

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

By 'tenant's improvements' **we** mean those improvements to **your home you** have provided and which are not the responsibility of your landlord – for example, shed, greenhouse, fitted kitchen, bathroom suite, laminate flooring.

17. Emergency access.

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

18. Contents cover when you are moving home.

We will cover loss of or damage to **contents** when **you** move home under points 1–13 and 15 of 'What we cover' of your 'Contents in outbuildings and in the open cover' and **accidental damage** if **you** have 'Contents – Accidental damage cover'.

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

What we don't cover

X

Landlord's fixtures and fittings.

Buildings insurance

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Contents insurance

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19. **Contents** when temporarily removed from **your home**. We will pay for loss of or damage to contents when temporarily removed from your home to anywhere in the **British Isles** for a period not exceeding three calendar months if caused by an event covered under points 1–13 and 15 of 'What we cover' of your 'Contents - Private residence cover'.

Examples of what we mean by 'temporarily removed': you are working away and staying in a hotel, or items are stolen whilst you are at your workplace or your children's items are stolen from school.

- 20. Loss of or damage to growing trees, shrubs or plants in the open within the boundary of **your home** caused by fire, explosion, malicious damage or vandalism, impact by any falling tree or branch, or theft or attempted theft.
- 21. Money.

We will pay for theft or accidental loss of money belonging to you or your family, or for which you or your family are responsible, from your outbuildings.

22. Cash/credit/debit cards.

We will pay for financial loss for which you or your family are legally responsible caused by the fraudulent use of cash/credit/debit cards belonging to you or your family.

Cards are covered in your outbuildings.

What we don't cover

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

- Money held for trade, professional or business purposes.
- Theft or accidental loss by deception unless the only deception is gaining access to your outbuildings.
- Loss caused by the fraudulent use of cash/credit/debit cards by **you** or your **family**.
- Loss caused by **you** or your **family** not complying with the terms and conditions of the card issuer.
- Cash/credit/debit cards held for trade, professional or business purposes.

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Contents insurance

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23. Freezer contents.

We 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 **your outbuildings**.

24. Visitors' belongings.

Loss of or damage to visitors' personal belongings at **your outbuildings** by any cause listed under points 1–11, 13 and 15 of 'What we cover' of your 'Contents in outbuildings and in the open cover', and **accidental damage** if **you** have 'Contents – Accidental damage cover'.

25. Clerical office equipment.

If you or anyone living with you use your outbuildings for clerical business purposes, we will pay for loss of or damage to office furniture and equipment while in your outbuildings by:

Any cause listed under points 1–12 and 15 of 'What we cover' of your 'Contents in outbuildings and in the open cover', and accidental damage if you have 'Contents – Accidental damage cover'.

Examples of office equipment are computer equipment, facsimile machines, photocopiers, telephones, books and stationery.

What we don't cover

X

- Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.
- Points 1–11, 13 and 15 under 'What we don't cover' of your 'Contents in outbuildings and in the open cover'.
- Contents and personal belongings of paying guests.
- 'What we don't cover' under 'Contents Accidental damage cover'.
- Points 1–12 and 15 under 'What we don't cover' of your 'Contents in outbuildings and in the open cover'.
- 'What we don't cover' under 'Contents Accidental damage cover'.

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Contents insurance

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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



Accidental damage to the contents of your private residence.

You also have accidental damage cover for the contents of your outbuildings and contents in the open if you have 'Contents in outbuildings and in the open cover' and this is shown in your policy schedule.

Examples of accidental damage include paint spillage on a carpet, knocking over and damaging a TV, and snapping a kev in a lock.

What we don't cover



 Damage occurring while your home is unoccupied or any part of it is lent, let or sublet.

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



- Theft or accidental loss of or accidental damage to personal belongings.
- Theft or accidental loss of **money** belonging to **you** or your **family** or which **you** or your **family** are legally responsible.

If you require cover for pedal cycles whilst they are within or away from **your home**, **you** will need 'Pedal cycle cover' on page 40.

If you require cover for students' belongings in university halls of residence or rented student accommodation, you will need 'Students' contents away from home cover' on page 40.

What we don't cover



Loss of or damage to:

- Any article used or held for business or professional purposes:
- Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or parts or accessories for any of them;
- Aircraft, hang gliders, trailers, boats, windsurfers, other watercraft (but not surfboards) and all their accessories, or associated equipment;
- Caravans, or associated equipment:
- Machinery or mechanical implements;

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What we cover



What we don't cover

X

- Pedal cycles and their accessories;
- Animals:
- Household goods, domestic appliances, televisions and non-portable computer equipment;
- Securities or deeds and documents of any kind;
- Articles of china, porcelain, earthenware or glass (other than spectacles);
- Sports equipment (including horse riding equipment) when it is being used for its intended purpose;
- Musical instruments whilst they are in use for their intended purpose;
- Students' belongings in university halls of residence or rented student accommodation;
- Property more specifically insured either by this policy or any other policy;
- Theft or attempted theft of personal belongings from unattended vehicles, caravans or motor homes, where:
- There was no force and violence used to get into the vehicle, caravan or motor home; and
- The item was not hidden from view in a locked boot, luggage or glove compartment.

Where the items are covered

Temporarily outside of **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.

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Contents insurance

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Specified items cover

This section applies if you have items specified on your policy – these specified items are shown in your policy schedule.

What we cover

V

The items specified while in **your home**:

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

Where the specified items are covered:

In your home only.

The items specified while in and temporarily outside **your home**:

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

Where the specified items are covered:

• In or temporarily outside 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.

What we don't cover

Y

- Any specified item more specifically insured by another policy.
- Loss of or damage to your specified items while outside your home.
- Loss by deception unless the only deception is gaining entry to your home.

Loss of or damage to:

- Sports equipment (including horse riding equipment) when it is being used for its intended purpose;
- Musical instruments while they are in use for their intended purpose.
- Any specified item more specifically insured by another policy.
- 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
- The specified item was not hidden from view in a locked boot, luggage or glove compartment.
- Loss by deception unless the only deception is gaining entry to your home.

Theft or loss of or damage to:

- Sports equipment (including horse riding equipment) when it is being used for its intended purpose;
- Musical instruments while they are in use for their intended purpose;
- Stamp or coin collections outside of the **British Isles**.

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Contents insurance

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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

Loss of or damage, including accidental damage, to pedal cycles and their accessories belonging to you or your family or for which you or your family are legally responsible.

What we don't cover

- A motorised or motor assisted pedal cycle.
- 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.

Loss or damage:

 To a pedal cycle when being used for racing, pace making or trials.

Where the pedal cycles are covered

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

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

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



the causes listed in points 1–13, 15, 22 and 23 of 'What we cover' of your 'Contents - Private residence cover' to:

Contents in university halls of residence or rented student accommodation in the **British Isles** belonging to **you** or your family when in full time further or higher education.

What we don't cover



- 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.
- Loss or damage when the university halls of residence or rented student accommodation is unoccupied.

Buildings insurance

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Contents insurance

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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 false or fraudulent in any respect, **we** will not pay the claim and all cover under the policy will cease from the date of the fraudulent act. Please see the <u>'Fraud' condition on page 12</u> 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.

- 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 vourself 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.

Buildings insurance

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Contents insurance

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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;
- 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;

- Mechanical or electrical faults or breakdowns;
- Depreciation, the effects of light or the atmosphere;
- Lack of maintenance;
- Detention or confiscation by HM Revenue & Customs or any official body;
- Faulty workmanship, poor design, or defective or inherently unsuitable materials.

War

Any consequence whether direct or indirect 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.

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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Computer viruses

Direct or indirect loss or damage caused to equipment by computer viruses. Equipment includes computers and anything else insured by the policy which has a microchip in it (computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers).

Liability arising directly or indirectly from computer viruses. Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Pre-inception loss

Loss, damage or liability existing before this policy started.

Deliberate acts

Any loss, damage or legal liability caused by, or allowed to be caused by, a deliberate act by **you**, your **family**, **domestic staff**, tenants or visitors invited into **your home**.

Non-approved costs

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

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly 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

Loss or destruction of, or damage to, any property, or any additional expense or legal liability directly or indirectly caused, or contributed to, by or arising from:

- lonising 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**.

Buildings insurance

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

Contents insurance

- Private residence cover
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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 53.

Don't forget, it is important that **you** also refer to the <u>'Claims</u> <u>conditions' on page 41</u> and <u>'General exclusions' on page 44</u> 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

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 0732**. Make sure **you** have all the necessary information to hand, including details of any relevant conversations and correspondence.

Important:

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

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.

Buildings insurance

- Private residence cover
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Contents insurance

- Private residence cover
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What we cover

J

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

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

We will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal.

Before **we** pay any **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.

The most we will pay for any one event is £50,000.

No excess applies for this cover other than the first £250 of any claim for legal nuisance or trespass.

What we don't cover

X

- 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 54.
- An application for Judicial Review.
- Any legal action you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.
- Any claim where you are not represented by a preferred law firm, accountant or other suitably qualified person we appoint.

Apart from **us**, **you** are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

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Insured incidents

Employment disputes

What we cover

✓

We will cover the costs and expenses for the following:

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

What we don't cover

X

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

Contract disputes

What we cover



We will cover the costs and expenses for the following:

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

Provided that:

- You have entered into the agreement or alleged agreement during the insurance period;
- The amount in dispute is more than £100.

What we don't cover



Any claim relating to the following:

- A contract regarding your profession, business or employment;
- Anything relating to the building, converting, extending, altering, renovating or demolishing of your home (this does not apply to common home improvements, such as installing double glazing or replacement kitchens);
- A contract involving a motor vehicle;
- The settlement payable under an insurance policy.

Useful numbers

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Personal injury

What we cover

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

What we don't cover

X

Any claim relating to the following:

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

Clinical negligence

What we cover



We will cover the **costs and expenses** for **your** rights after an identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What we don't cover

X

Any claim relating to the following:

- The failure or alleged failure to correctly diagnose your condition;
- Psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

Tax protection

What we cover



We will cover the **costs and expenses** for **you** following a comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

What we don't cover

• • •

- Any claim if you are self-employed or a sole trader, or in a business partnership.
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Useful numbers

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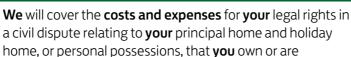
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Property protection

What we cover



responsible for, following:

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

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

What we don't cover

V

X

Any claim relating to the following:

- A contract entered into by you;
- Any building or land other than your principal home or holiday home;
- Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government, public or local authority;
- Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- Mining subsidence;
- Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession);
- The enforcement of a covenant by or against you (meaning the enforcement of an agreement you have entered into in connection with land you own);
- Defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim;
- The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as reasonable prospects have been agreed.

Useful numbers

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Jury service and court attendance

What we cover

We will cover the costs and expenses for the following: **Your** absence from work:

- To attend any court or tribunal at the request of the appointed representative;
- To perform jury service.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What we don't cover

V

Y

Any claim if you are unable to prove your loss.

Legal defence

What we cover

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

- You being prosecuted in a court of criminal jurisdiction; or
- Civil action being taken against you under:
 - Discrimination legislation;
 - Section 13 of the Data Protection Act 1998.

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

What we don't cover



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

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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.

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.

Buildings insurance

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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 <u>'How to make a complaint' on page 56</u> for details of **our** internal complaints procedure.

Buildings insurance

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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.

Buildings insurance

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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 5177.**

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 5177**.

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

<u>0800 092 0715</u>

customer.care.insurance@lloydsbanking.com

Customer Care, Lloyds Bank General Insurance Limited, 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

<u>customerrelations@das.co.uk</u>

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

If you are still not satisfied with the way we have handled your complaint, your matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on freephone **0800 023 4567** or **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Alternatively you can write to them at **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR** or visit **www.financial-ombudsman.org.uk**

Contacting FOS will not affect your legal rights. 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/

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

Buildings insurance

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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 or 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**.

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Heave

Expansion of the ground beneath the buildings.

High risk items

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

Home

The **private residence** 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**.

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, 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**.

Services

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

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General conditions

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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Settlement

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

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 55mph and/or;
- Torrential rainfall at a rate of at least 15mm in any am or pm period and/or;
- Snow to a depth of at least 100mm in 24 hours and/or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

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.

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.

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Countries covered

For insured incidents 'Contract disputes', and 'Personal injury':

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia & Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents:

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

DAS Standard Terms of Appointment

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

Date of occurrence

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

Insurance period

The period for which we have agreed to cover you.

Preferred law firm

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

Reasonable prospects

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

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

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

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

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General Enquiries and claims **0345 300 5177**

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

24 hour Emergency Helpline **0345 3000 170**

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

If you have a hearing or speech impairment you can contact us using the 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 loydsbank.com/accessibility/signvideo.asp

Important information

Lloyds Bank 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. Information correct as of March 2019.

