

Home Insurance

Your Home Solutions policy booklet.

Cover for your home, inside and out.



official banking and
insurance partner



Lloyds TSB | for the journey...

Useful telephone numbers

| | |
|---|----------------------|
| General Enquiries | 0845 3000 110 |
| New claims (excluding section 7 – Legal expenses) | 0845 3000 120 |
| Claims enquiries (excluding section 7 – Legal expenses) | 0845 3000 130 |
| To request a Legal Expenses Insurance Claim Form | 0845 3000 180 |
| 24-hour Emergency Homeline | 0845 3000 170 |
| 24-hour EuroLaw Legal Advice Service | 0845 3000 180 |
| Preferred glazing supplier | 0845 155 1221 |

Addresses for correspondence

Sections 1-6

Lloyds TSB Insurance, Home Customer Services, Tredegar Park, Newport, South Wales NP10 8SB.

If your correspondence concerns a claim, please address it to Home Insurance Claims Department at the above address.

Section 7 – Legal expenses

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

Please quote your policy number, shown on your schedule in all communications. Your call may be recorded for accuracy of information.

Your emergency helplines

24-hour Emergency Helpline*
0845 3000 170

The purpose of this helpline is to give you the assistance you need when emergencies happen in your home. For example, rather than trying to find an electrician or plumber in the middle of the night by thumbing through the Yellow Pages, you only need to ring the 24-hour Emergency Helpline number.

Arrangements will be made for a repairer to call at your home to repair any damage to the:

- a) domestic plumbing or drainage system if there is a likelihood of flooding
- b) domestic gas or electricity supply system in the event of the complete failure of either
- c) roofing, if internal damage is likely to be caused
- d) external locks, doors or windows if the home has been made insecure
- e) fixed heating system if water or oil has escaped.

The cost of the repairs will be your responsibility, but if the damage is covered by your policy, you can make a claim for them 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.

This service is provided by RSA.

Eurolaw Legal Advice Service
0845 3000 180

The Legal Advice Service is available to help you if you have a domestic legal problem, for example, neighbour disputes or consumer rights. The Legal Advice Service does not replace the services of a solicitor but gives you immediate access to preliminary legal advice before complications set in. You can use this advice service 24-hours a day, 7 days a week, and all calls are confidential.

Please note that all advice is based on the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice Service
0845 3000 180

The Tax Advice Service is available to provide confidential advice on personal tax matters.

The Legal Advice and Tax Advice Services are provided by DAS Legal Expenses Insurance Company Limited.

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

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What is covered

Details of the cover provided under Lloyds TSB Home Insurance are explained in seven sections:

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Introduction

Thank you for insuring your home with us. We hope you will continue to do so for many years to come. We are committed to giving you a first class service at all times.

This is your home insurance policy booklet. Please keep it in a safe place because it contains important information about your insurance policy, which **you** will need if **you** ever have to make a claim or if **you** have a query regarding your cover. It should be read together with **your policy schedule** which will show the sections under which **you** are covered.

An explanation of words and phrases used throughout this booklet starts on page 9.

Making a claim

Guidelines telling **you** what to do if **you** need to make a claim are provided on page 6. It is also important that **you** read the more detailed claims procedure and conditions starting on page 40. **We** have included details of **our** 24-hour emergency helplines on page 3, which **you** can use when **you** need help out of business hours or when **you** need urgent assistance.

If you change your mind

If, having examined your policy documentation, **you** decide not to proceed, **you** may cancel this insurance within the first 14 days.

This 14 days starts on the day **you** receive the policy documentation, or the day **you** enter into this contract of insurance, whichever is the later. To cancel, please write to Lloyds TSB Insurance, Home Customer Services, Tredegar Park, Newport, South Wales NP10 8SB.

Alternatively call **us** on **0845 3000 110**.

On receipt of your notice, any premiums **you** have already paid will be refunded, unless **you** have made a claim. If **you** have made a claim, the refund may be subject to a premium payment for the cover **you** have already received.

If **you** do not cancel within the first 14 days, the policy will remain in force in accordance with the policy terms and conditions.

For full cancellation rights please refer to the 'cancellation' section on page 38 of this document.

How do I claim?

If you need to make a claim against sections 1-6 of your policy, the main steps to follow are outlined below:

- Check your policy booklet and schedule which gives details of what is covered, and read the detailed claims procedure and conditions on pages 40-42.
- Inform the police straight away in the case of malicious damage, theft, attempted theft, or accidental loss outside of the **home** and obtain the crime reference number.
- For new claims, telephone **0845 3000 120** as soon as possible and provide **us** with details of what has happened. **We** will then seek to resolve your claim as quickly as **we** can.
- Once **you** have told us about your claim, our Claims Enquiries Line on **0845 3000 130** provides support if **you** need further advice.
- Please do not make any repairs without talking to **us** first, unless they are urgent to prevent further damage, or throw away any damaged goods without **our** consent because **we** may need to see them. If **you** do not allow **us** an opportunity to inspect your damaged property it may affect your claim. This does not apply to spoiled food which can be disposed of as soon as a list has been made of the damaged items.

Please note:

- On most claims **you** are required to pay an **excess** (the amount of which is detailed in your **policy schedule**) for each claim or series of claims arising from one event causing property damage or loss.
- A claim may affect your No Claims Discount entitlement and/or the policy terms at your next renewal. Therefore it may be in your interests to balance this against the amount **you** are claiming, particularly if it is a relatively small amount.

Proof of value and ownership

- To help **you** prove any loss, **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

If you need to make a claim under section 7 – Legal expenses:

- Check your policy booklet, section 7, which gives details of what is covered and read the detailed claims procedure and conditions on page 41.
- To report a claim **you** will need to complete a claim form. A claim form is available by calling **0845 3000 180**. **You** should also call this number if **you** have a query regarding cover.
- Send your completed claim form to:
Legal Claims Centre DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

How do I make a complaint?

We will always make every effort to meet the high standards **we** have set ourselves, but if **you** ever feel **we** have fallen short of what **you** expect, or are dissatisfied in any other way, then please contact **us** first at:

Customer Care, Lloyds TSB General Insurance Limited, Tredegar Park, Newport, South Wales NP10 8SB.

Telephone **0845 300 5599**

Email

***customer.care.insurance@lloydstsb.co.uk**

If this does not resolve matters for **you**, then:

In relation to sections 1 – 6 please write to the Managing Director at the address above.

In relation to section 7 please write to the Customer Relations Department at **DAS Legal Expenses Insurance Company Limited**, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Telephone: **0117 934 0066**

Email: * **customerrelations@das.co.uk**

If **you** are still not satisfied with the way we have handled your complaint, the matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on **0845 080 1800** or alternatively, **you** can write to them at **Insurance Division**, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If **you** do contact the FOS, your actions will not affect your legal rights.

* Please be aware that we cannot be held responsible for the security of any personal data sent via email.

Your cover

Your insurance policy consists of this policy booklet and your schedule and is based on the information you provided to us when you took out the policy. You must tell us of any change in this information for your policy to continue to be valid. Please refer to 'changes in risk' on page 38.

Please read your **policy schedule** and this booklet carefully to make sure that they give **you** the cover **you** need and contact **us** if you have any problems or questions.

We will insure **you** for events occurring during the **period of insurance** in the terms set out in your policy in return for payment of the premium. Unless **we** have agreed otherwise, this contract will be governed by English law.

Changing your cover or personal details

If **you** need to change your cover in any way or have any queries about your policy, please contact **us** by telephone on **0845 3000 110**. Alternatively, notify **us** in writing should **you** prefer, at the correspondence address shown at the front of this booklet.

If **you** change **your** address there's no need to cancel, please contact us on **0845 3000 110** and we'll be happy to update your policy details and premium to cover your new home.

Words and phrases with special meanings

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

Accidental breakage

Breakage caused suddenly by external means which is not expected and not deliberate.

Accidental damage

Damage caused suddenly by external means which is not expected and not deliberate.

Appointed representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for **you** or your **family** in accordance with the terms of this policy.

British Isles

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

Buildings

The structure of **your home** including its permanent fixtures and fittings and garden walls, gates, fences, paths, drives, patios, tennis courts, wind turbines, fixed solar panels and permanent purpose built swimming pools, saunas and hot tubs in the grounds of **your home**.

Contents

Household goods, **valuables** and personal effects belonging to **you**, your **family** and resident **domestic staff** or for which **you** or your **family** are legally responsible. Visitor's **personal belongings** in **your home**, up to £500 for each visitor.

Contract Work

Temporary works at the site of **your home** including unfixated materials to be incorporated into the construction **you** are responsible for insuring.

Costs and expenses

a Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if **you** or your **family** have been ordered to pay them, or pays them with **our** agreement.

b Accountants costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

Date of occurrence

a For civil cases (except under **section 7e Tax protection**), the date of occurrence

is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.

b For criminal cases, the date of occurrence

is when **you** or your **family** began or is alleged to have begun to break the criminal law in question.

Words and phrases with special meanings (cont)

- c For a **full enquiry**, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

Deeds and Documents

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

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 amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time by the same cause, **we** will take off only one excess.

Family

Your spouse or partner and children (including adopted and foster children) and any other relatives all permanently living with **you**.

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **you** or your **family's** tax affairs, but not enquiries which are limited to one or more specific aspects of **you** or your **family's** self-assessment tax return.

Home

The private dwelling shown in your **policy schedule** and its garages, outbuildings, sheds and greenhouses, all owned or used by **you** for private and domestic purposes only. The main building of the **home** itself must be built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos, asphalt or concrete unless **we** have agreed otherwise.

Household

Your **family** and **domestic staff**.

Money

Cash, currency notes, bank notes, money orders and current postage stamps, cheques, savings and trading stamps, savings certificates and savings bonds, luncheon vouchers, traveller's cheques, travel tickets and phonecards all held for social and domestic purposes.

Period of insurance

The period shown in your **policy schedule** and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept your premium.

Personal belongings

Articles normally worn, used or carried about the person in everyday life including sports equipment, musical instruments and mobile telephones.

Words and phrases with special meanings (cont)

Policy schedule

The home insurance **policy schedule** which tells you the sections of this booklet under which **you** are covered, the **period of insurance**, and provides other important details about the cover provided by your policy. It is enclosed with and forms part of your policy. Please check to see that it provides the cover **you** need.

Services

Cables and underground pipes and drains (and their inspection covers) serving **your home** and for which **you** are legally responsible.

Territorial limit

For sections 7a, d, e and f:

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

For sections 7b and c:

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

Unfurnished

Not having enough furniture for normal living purposes.

Unoccupied

Not lived in for more than 30 consecutive days.

Valuables

Jewellery, articles of precious metal, precious stones, clocks, watches, photographic equipment, furs, pictures, works of art, collections of stamps, coins and medals.

We/our/us

The insurers specified in this policy booklet.

You

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

Your

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

Section 1 – buildings cover

Your **policy schedule** shows if **you** are covered under this section of the policy.
Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

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

- a Fire, smoke, explosion, lightning or earthquake.
- b Riot, civil commotion, labour and political disturbances or strikes.
- c Malicious damage or vandalism.
- d Storm or flood.
- e Impact by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, satellite dish or mast.
- f Subsidence or heave of the site on which the **buildings of your home** stands, or landslide.

What is not covered

- The **excess** shown in your **policy schedule**.
- Loss or damage caused by frost.
- Aerials, satellite dishes or masts.
- Loss or damage caused by **you** or any person permanently living with **you**.
- Damage caused by a tenant or any person permanently living with them, or any guest invited into **your home** by **you** or your **family**.
- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
- Damage to fences and gates.
- Loss or damage caused by wind speed of less than Severe Gale Force 9 on the Beaufort scale reaching speeds of 47- 54mph.
- The first £1,000 of each claim unless a different subsidence **excess** is shown in your **policy schedule**.
- Damage caused by coastal or river erosion.
- Damage to garden walls, gates, fences, paths, drives, patios, swimming pools and tennis courts, unless the main building of **your home** is damaged at the same time by the same cause.
- Damage to, or resulting from, the movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time by the same cause.
- Damage caused by demolition, structural alteration or structural repair, excavation, faulty design or faulty workmanship or the use of defective materials.

Section 1 – buildings cover (continued)

A – What you are covered for (continued)

What is covered

- g Escape of water from, or the freezing of, fixed domestic water installations, or escape of oil from fixed domestic oil heating installations.

- h Theft or attempted theft.

- i **Accidental breakage** of ceramic hobs in fixed appliances, sanitary ware and fixed glass.

- j **Accidental damage to services.** We will also pay for the cost incurred breaking into and repairing the pipe between the main sewer and **your home** where normal methods of releasing the blockage are unsuccessful. We will pay up to £1,000 for any one event.

What is not covered

- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- The first £1,000 of each claim for damage caused by subsidence of the site as a result of the leakage of water from pipes or drains.
- The cost of gaining access to the installation, making good the area disrupted whilst gaining access and/or repairing the installations themselves, unless the damage has been caused by freezing.
- Loss or damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
- Loss or damage caused by **you** or any member of your **household** or by any guest invited into **your home** by **you** or your **family**.
- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
- Damage caused by scratching.
- Damage to window frames, door frames and casements.
- The cost of replacing undamaged items.
- Damage caused by or from poor or faulty design, workmanship or materials.
- The cost of clearing blocked drains and pipes.

Section 1 – buildings cover (continued)

Accidental damage option

What is covered

If your policy schedule shows you have buildings cover including accidental damage then you are also covered for:

- k Any other **accidental damage** to the **buildings** of **your home** which is not specifically covered or excluded in section 1A a-j.

What is not covered

- Damage occurring when **your home** is **unfurnished** or **unoccupied**.
 - Damage caused by cleaning, restoring, reproofing, light, atmosphere, wet or dry rot, vermin, insects, mould, fungus.
 - The cost of maintenance or routine redecoration.
 - Damage occurring when **your home** or any part of it is lent, let or sublet.
 - Loss or damage caused by chewing, scratching, tearing or fouling by any domestic pets.
 - Movement, settlement or shrinkage in any part of the **buildings**.
 - Damage caused by demolition, structural alteration or structural repair, excavation, faulty design or faulty workmanship or the use of defective materials.
 - Loss or damage to equipment directly or indirectly caused by computer viruses.
-

B – How much the buildings are covered for

What is covered

- **We** will pay the cost of rebuilding or repairing the part of **your home** which is damaged but not more than the cost of completely rebuilding it in its original form. If **we** instruct any tradesman, **we** will do so on your behalf.
- **We** will not make a deduction for wear and tear or depreciation if the **buildings** are maintained in a good state of repair.
- **We** have the option of giving **you** a cash payment instead of repairing or rebuilding **your home** if **your home** cannot be economically repaired or **you** elect not to repair the damage. If this is the case **we** will pay either the cost of repairing the damage less an allowance for wear and tear or the difference between the open market sale value of **your home** prior to the damage and its open market sale value after the damage.

What is not covered

- The **excess** shown in your **policy schedule**.

Section 1 – buildings cover (continued)

C – Additional benefits

What is covered

a Extra expenses

If **your buildings** are damaged by a cause covered under Section 1, **we** will pay for the following extra costs if necessary to repair the **buildings**:

- Architects', surveyors' and legal fees.
- Clearing debris, demolishing buildings or making them safe.
- Complying with government or local authority requirements.

b Alternative accommodation

If **your home** is made uninhabitable by any cause covered under Section 1, **we** will pay for:

- rent **you** would have received or are responsible for paying and
- the reasonable costs of agreed alternative accommodation for **you, your family and your** domestic pets while **you** cannot live in **your home**.

We will pay up to £30,000 for any one event.

c 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.

d Emergency Access

We will pay for loss or damage to the **buildings** of **your home** if they are damaged following forced entry by the fire, police or ambulance services to deal with a medical emergency or to prevent damage to **your home**.

What is not covered

- Costs for complying with requirements or regulations notified before the damage occurred.

- The **excess** shown in your **policy schedule**.

Section 1 – buildings cover (continued)

C – Additional benefits (continued)

What is covered

e Replacement of locks

If the keys to locks on external doors of **your home** or to locks on safes or alarms in **your home** are lost or stolen, **we** will pay the cost of replacing the locks. The **excess** shown in your **policy schedule** does not apply to this benefit.

f Minor alterations to your home

Where **you** have arranged to have minor building work carried out to **your home**, such as a garage erected or an extension built, and where the contract requires **you** to insure the **contract works**, **we** will pay for loss or damage to the **contract works** if caused by an event covered under section 1A a-h.

What is not covered

- **We** will not make a payment under this benefit if **you** have Replacement of locks cover insured elsewhere whether by this policy or any other policy.
- The first £250 of each claim for theft of unfixed goods and materials.
- Claims where the contract price exceeds £40,000 or where the contract period exceeds 16 weeks unless **we** have indicated **our** agreement in writing.
- Claims where **you** do not provide us with details of the contract prior to the commencement of the work.
- Claims arising as a result of either the wilful act of or the negligence of the contractor.

Section 2 – Contents cover

Your **policy schedule** shows if **you** are covered under this section of the policy. Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

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

a Fire, smoke, explosion, lightning or earthquake.

b Riot, civil commotion, labour and political disturbances or strikes.

c Malicious damage or vandalism.

d Impact with **your home** by any aircraft or other aerial device, or anything dropped from them, or by any vehicle, train, animal, falling tree or branch or any falling aerial, satellite dish or mast.

What is not covered

- The **excess** shown in your **policy schedule**.
- Road vehicles or any other mechanically propelled or assisted vehicles or toys, or parts or accessories for any of them except for motorised garden tools, electric wheelchairs and remote-controlled or battery-powered models or toys.
- Aircraft, caravans, trailers, boats, surfboards, windsurfers, other watercraft and all their accessories or associated equipment.
- Pets and livestock.
- Growing trees, shrubs or plants other than as described in section 2D Additional benefits.
- Any articles used or held for business or professional purposes either wholly or partly other than as described in section 2D Additional benefits.
- 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 unless accompanied by flames.

- Loss or damage caused by **you** or any person living with **you**.
- Damage caused by a tenant or any person permanently living with them, or by any guest invited into **your home** by **you** or your **family**.
- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.

Section 2 – contents cover

A – What you are covered for (continued)

What is covered

e Storm or flood.

f Subsidence or heave of the site on which **your home** stands, or landslip.

g Escape of water from any fixed domestic water installation or oil from any fixed domestic oil heating installation.

h Theft or attempted theft.

What is not covered

- Loss or damage caused by wind speed of less than Severe Gale Force 9 on the Beaufort scale reaching speeds of 47- 54mph.

- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
- Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

- Theft not involving forcible and violent entry to, or exit from, **your home**, if **you** have lent, let or sublet any part of **your home** or whilst persons other than your **family** are staying there.
 - Official confiscation or detention.
 - Loss or damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
 - Loss by deception unless the only deception is gaining entry to **your home**.
 - Loss or damage caused by **you** or your **family** or by any guest invited into **your home** by **you** or your **family**.
 - More than £5,000 for any one claim for **contents** stolen from a garage, outbuilding, shed or greenhouse.
 - Theft of pedal cycles from garages, sheds and outbuildings or whilst in the open or outside the boundaries of **your home**.
-

Section 2 – contents cover

A – What you are covered for (continued)

What is covered

- i **Accidental damage** to televisions, video and audio installations, computer equipment and to any aerials or satellite dishes within or fixed to **your home**.

- j **Accidental damage** to fixed glass in furniture, mirrors, glass in shelves and ceramic hobs.

What is not covered

- Records, discs, CD's, DVD's, cassettes, tapes, diskettes, USB flash drives or software.
 - Damage caused by cleaning, restoring, light, atmosphere, parasites, vermin, mechanical or electrical breakdown or derangement or adjustment or repair to any machine or misuse.
 - Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
 - Damage occurring when **your home** or any part of it is lent, let or sublet.
 - Loss or damage caused by chewing, scratching, tearing or fouling by any domestic pets.
 - Loss or damage to equipment directly or indirectly caused by computer viruses.
-
- Damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 42.
 - Damage occurring when **your home** or any part of it is lent, let or sublet.

Section 2 – contents cover (continued)

Accidental damage option

What is covered

If your policy schedule shows you have contents including accidental damage then you are also covered for:

- k Any other **accidental damage** to the **contents** of **your home** which is not specifically covered or excluded in section 2A a-j.

What is not covered

- Damage to clothing and contact lenses.
- Damage caused by cleaning, dyeing, restoring, reproofing, light, atmosphere, mould, fungus, parasites, insects, moths, vermin, mechanical or electrical breakdown or derangement or adjustment or repair to any machine or misuse.
- Damage to **contents** when outside the boundary of **your home**.
- Official confiscation or detention.
- Damage occurring when **your home** is **unfurnished** or **unoccupied** or any part of it is lent, let or sublet.
- Loss or damage caused by chewing, scratching, tearing or fouling by any domestic pets.
- Loss or damage to equipment directly or indirectly caused by computer viruses.
- Accidental loss outside **your home** and unexplained disappearance.

B – Where your contents are covered

What is covered

- a In **your home**.
- b In the open within the boundary of **your home** up to £1,000 for any one event.

What is not covered

- Loss or damage caused by storm or flood
 - Loss or damage occurring when **your home** is **unfurnished** or **unoccupied**.
-

Section 2 – contents cover (continued)

B – Where your contents are covered (continued)

What is covered

- c Anywhere in the **British Isles** when temporarily removed from **your home** for a period not exceeding three calendar months.

What is not covered

- **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 insured under section 2A i-k unless caused during household removal by a professional removal contractor.
- Loss or damage to **contents** belonging to or used by students when taken away from **your home** if caused by malicious persons or vandals or by theft unless force is used to gain entry into or exit from their accommodation.
- 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 and violence are used to gain entry or exit,
 - any bank or safe deposit or while **you**, or anyone in your **household**, is taking the item to or from the bank or safe deposit.

C – How much your contents are covered for

What is covered

- The most **we** will pay for any one loss or event under this section is the contents limit shown in your **policy schedule**. The most **we** will pay in respect of **valuables** is subject to the **valuables** limits shown in your **policy schedule**. **We** will not reduce these limits if **you** make a claim.
- **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.

What is not covered

- The **excess** shown in your **policy schedule**.

Section 2 – contents cover (continued)

D – Additional benefits

What is covered

The following additional benefits are payable subject to the total cost of your claim under section 2 not exceeding the contents limit shown in your **policy schedule** unless otherwise indicated.

a Fatal injury benefit

If **you**, your spouse or civil partner are injured by a fire or assault in **your home** and this results in death within 12 months of the injury, **we** will pay £5,000 in total in any one **period of insurance**. The contents limit and **excess** shown in your **policy schedule** do not apply to this benefit.

b Replacement of locks

If the keys to locks on external doors of **your home** or to locks on safes or alarms in **your home** are lost or stolen, **we** will pay the cost of replacing the locks. The **excess** shown in your **policy schedule** does not apply to this benefit.

c Frozen food

If an accidental change in temperature or accidental leakage of refrigerant causes damage to frozen food in a freezer in **your home**, **we** will pay the cost of replacing the frozen food – up to £500 for any one event.

- The **excess** shown in your **policy schedule**.
 - Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.
-

d Money

We will pay for theft or accidental loss of **money** (including business money) belonging to **you** or your **family** or for which **you** or they are responsible – up to £500 for any one event.

- The **excess** shown in your **policy schedule**.
 - Loss from depreciation in value, official confiscation or shortages caused by errors or omissions.
-

Money is covered in the **home**. It is also covered away from the **home** within the **British Isles** or whilst temporarily outside the **British Isles** for a period not exceeding three calendar months.

What is not covered

Section 2 – contents cover (continued)

D – Additional benefits (continued)

What is covered

e Cash/credit cards

We will pay for financial loss caused by the fraudulent use of a credit, cheque or cash card belonging to **you** or any member of your **family** by any unauthorised person – up to £500 for any one event.

Cash/Credit cards are covered in the **home**. They are also covered away from the **home** within the **British Isles** or whilst temporarily outside the **British Isles** for a period not exceeding three calendar months.

f Loss of metered water or domestic heating oil

We will pay for the accidental loss at **your home** of metered water, or oil from the domestic heating installation.

g Office contents and equipment

If **you** or your **family** use the main dwelling of **your home** for clerical business purposes, **we** will pay for loss or damage to office furniture and equipment whilst in **your home** if caused by an event covered under section 2. **We** will pay up to £5,000 for any one event.

h Stock and trade samples

If **you** keep stock or trade samples in **your home**, **we** will pay for loss or damage to such items whilst in **your home** if caused by an event covered under section 2A a-h – up to £500 for any one event.

What is not covered

- The **excess** shown in your **policy schedule**.
- Fraudulent use by **you** or any member of your **family**.
- Financial loss if **you** have not kept to the conditions of the card issuer or reported any loss or theft of the card to the issuing company immediately upon discovery.

- The **excess** shown in your **policy schedule**.

- The **excess** shown in your **policy schedule**.

- The **excess** shown in your **policy schedule**.

Section 2 – contents cover (continued)

D – Additional benefits (continued)

What is covered

i Alternative accommodation

If **your home** is made uninhabitable by any cause covered under section 2, **we** will pay for:

- rent **you** are responsible for paying and
- the reasonable costs of agreed alternative accommodation for **you**, your **family** and **your** domestic pets while **you** cannot live in **your home**.

We will pay up to £20,000 for any one event.

The contents limit shown in your **policy schedule** will not restrict payment of this benefit.

j Tenants' improvements

We will pay for loss or damage to fixed items of decoration and home improvements **you** make as a tenant, if caused by an event covered under section 2A a-h and item k, if **you** have contents cover including accidental damage.

We will pay up to £5,000 for any one event.

What is not covered

- The **excess** shown in your **policy schedule**.
- Landlord's fixtures and fittings.

k Deeds and documents

We will pay for the cost of replacing **deeds and documents** if they are lost or damaged by any cause covered under section 2 – up to £2,500 for any one event.

- The **excess** shown in your **policy schedule**.
- Loss or damage to **money**.

l Special occasion cover

We will increase the **valuables** limit shown in your **policy schedule** by £3,000:

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

Section 2 – contents cover (continued)

D – Additional benefits (continued)

What is covered

m Emergency Access

We will pay for loss or damage to the **contents** of **your home** if they are damaged following forced entry by the fire, police or ambulance services to deal with a medical emergency or to prevent damage to **your home**.

n Plants in the Garden

We will pay for loss or damage to growing trees, shrubs or plants at **your home** caused by fire, explosion, malicious damage or vandalism, impact by any falling tree or branch or theft or attempted theft. **We** will pay up to £1,000 for any one event.

o Jury Service

We will pay £25 a day for each day or part of a day that **you** serve as a juror in a court of law, up to £500 in any **period of insurance**.

p Legal Fees

Legal fees which **you** have to pay to re-possess **your home** following occupation by squatters up to £10,000

What is not covered

- The **excess** shown in your **policy schedule**.

- The **excess** shown in your **policy schedule**.
- More than £250 for any tree, shrub or plant.

- Fees incurred without **our** permission.

Section 3 – extended contents cover

Your **policy schedule** shows if **you** are covered under this section of the policy. Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

Theft or accidental loss of, or **accidental damage** to, **your valuables, personal belongings** and clothing.

What is not covered

- The **excess** shown in your **policy schedule**.
- Any event for which **you** are also submitting a claim under section 2 A a-k.

Loss or damage to:

- any article used or held for business or professional purposes either wholly or partly
- road vehicles or any other mechanically propelled or assisted vehicles or toys, or parts or accessories for any of them except for motorised garden tools, electric wheelchairs and remote-controlled or battery-powered models or toys.
- aircraft, caravans, trailers, boats, surfboards, windsurfers, other watercraft and all their accessories or associated equipment
- tools, machinery or mechanical implements.
- pedal cycles and their accessories.
- pets and livestock.
- household goods, domestic appliances, televisions, non-portable computer equipment, discs, CD's, DVD's, cassettes, tapes, USB flash drives or diskettes.
- securities or **documents** of any kind.
- articles of china, porcelain or glass (other than spectacles), earthenware and contact lenses.
- sports equipment when it is being used for its intended purpose.
- property more specifically insured either by this policy or any other policy.

Loss or damage caused by:

- cleaning, dyeing, restoring, reproofing, light, atmosphere, mould, fungus, parasites, insects, moths, vermin, mechanical or electrical breakdown, derangement, adjustment or repair to any machine or misuse.
- official confiscation or detention.
- chewing, scratching, tearing or fouling by any domestic pets.
- computer viruses.
- deception.

Section 3 – extended contents cover (continued)

B – Where the items are covered

What is covered

Away from **your home** within the **British Isles** or whilst temporarily outside the **British Isles**, for a period not exceeding three calendar months if in the custody and control of **you** or a member of your **family**.

What is not covered

C – How much the items are covered for

What is covered

- The most **we** will pay for any one event or for any article is shown in your **policy schedule**. **We** will not reduce these limits if **you** make a claim.
- **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.

What is not covered

- The **excess** shown in your **policy schedule**.

Section 4 – Pedal cycle cover

Your **policy schedule** shows if **you** are covered under this section of the policy. Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

Theft or accidental loss of, or **accidental damage** to, **your** pedal cycles including their accessories whilst attached to them.

What is not covered

- The **excess** shown in your **policy schedule**.
- Motorised or motor assisted pedal cycles.
- Loss or damage when being used for racing.
- Theft of a pedal cycle left unattended in a public place unless it is securely locked to a permanently fixed structure.

Loss or damage caused by:

- cleaning, restoring, mechanical or electrical breakdown or derangement or adjustment or repair to any cycle or misuse.
 - official confiscation or detention.
 - deception.
-

B – Where the cycles are covered

What is covered

Within the **British Isles** or whilst temporarily outside the **British Isles**, for a period not exceeding three calendar months if in the custody and control of **you** or a member of your **family**.

What is not covered

C – How much the cycles are covered for

What is covered

- The most **we** will pay for any one cycle or in total in any one **period of insurance** is shown in your **policy schedule**.
 - **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.
-

What is not covered

- The **excess** shown in your **policy schedule**.

Section 5 – Specified items cover

Your **policy schedule** shows if **you** are covered under this section of the policy. Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

Theft or accidental loss of, or **accidental damage** to, specified items shown in your **policy schedule** and belonging to **you** or for which **you** are legally responsible.

What is not covered

- The **excess** shown in your **policy schedule**.

Loss or damage caused by:

- cleaning, dyeing, restoring, reproofing, light, atmosphere, mould, fungus, parasites, insects, moths, vermin, mechanical or electrical breakdown or derangement or adjustment or repair to any machine or misuse.
 - official confiscation or detention.
 - chewing, scratching, tearing or fouling by any domestic pets.
 - computer viruses.
 - deception.
-

B – Where the items are covered

What is covered

Within the **British Isles** or whilst temporarily outside the **British Isles**, for a period not exceeding three calendar months if in the custody and control of **you** or a member of your **family**.

What is not covered

Section 5 – Specified items cover (continued)

C – How much the items are covered for

What is covered

- The most **we** will pay for any one item is the value shown against it in your **policy schedule**.
 - **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.
 - At each annual renewal of this policy, the sum insured by this section will be adjusted in accordance with the Government's General Index of Retail Prices (all items) or any replacement index. The revised sum insured will be shown on your **policy schedule** at renewal. If the index reduces, **we** will not lower your sum insured, unless **you** ask **us** to.
-

What is not covered

- The **excess** shown in your **policy schedule**.

Section 6 – Legal liabilities cover

If you are insured under Section 2 – contents cover, you are insured under paragraph A below.

If you are insured under Section 1 – buildings cover, you are insured under paragraph B below.

If you are insured under both Section 1 – buildings cover and Section 2 – contents cover you are insured under both paragraphs A and B.

Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

Paragraph A

What is covered

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

- a damages which result from an accident occurring during the **period of insurance** and causing:
 - accidental bodily injury (including death, disease or illness) to anyone not in your **household**
 - accidental loss or damage to material 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 legal liabilities limit 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 is not covered

- 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 trade, profession or business.
- an agreement made unless **you** or your **household** 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 horses, 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 that is more specifically insured by other policy.

-
- b damages which result from an accident occurring during the **period of insurance** 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 £10,000,000. This includes any claimants' costs and expenses. In addition **we** will pay any defence costs and expenses which are incurred with **our** written consent.

Section 6 – Legal liabilities cover (continued)

Paragraph A (continued)

What is covered

- c compensation payments under a tenancy agreement for damage to the buildings of **your home** caused by any cause listed under section 1 a-j.

The most **we** will pay for any one event is £10,000.

- d damages and costs which **you** or your **family** cannot recover.

If **you** have claimed against another party and have been awarded damages and taxed costs in any court in the **British Isles**, for something which would be covered under paragraph A, as a result of anything **you** or your **family** do in their personal lives, and payment has not been received 3 months after the date of the award.

We will pay the outstanding amount up to £1,000,000 for:

- accidental death, disease, illness or physical injury to **you** or your **family**;
- **accidental damage** to property belonging to **you** or your **family**.

If **you** die this cover is transferred to **your** personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.

What is not covered

- Loss or damage while **your home** is **unoccupied** or **unfurnished**.
- Loss or damage to any property **you** own.
- Damage, injury, death, illness or disease which occurs outside any **period of insurance**.
- Any responsibility covered by any other policy.
- Anything under 'what is not covered' paragraph A.
- Any payment where an appeal against a judgement is pending, in whole or in part.

Section 6 – Legal liabilities cover (continued)

Paragraph B

What is covered

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 in respect of:

- accidental bodily injury (including death, disease or illness) to anyone not in your **household**.
- accidental loss or damage to material property other than property **you** or any member of your **family** own or are looking after, if the legal liability arises solely as owner (not as occupier) of the **buildings of your home** or under the Defective Premises Act 1972 for faulty work carried out by **you** or for **you** on any home **you** used to own 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 legal liabilities limit 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 is not covered

Liability resulting from:

- any trade, profession or business involving **you** or any member of your **family**.
- an agreement made unless **you** would have been liable even if **you** had not made the agreement.

Your legal responsibility for faulty work:

- which arises more than seven years after the cancellation of Section 1 of this policy.
- if **you** have cover under a current or more recent policy.
- Any legal liability that is more specifically insured by any other policy.

Section 7 – Legal expenses

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

Signed for and on behalf of DAS Legal Expenses Insurance Company Limited



Paul Asplin – CEO

Please see Conditions and Exceptions applying to the whole of the policy on pages 38-39.

A – What you are covered for

What is covered

We will cover the insured incidents in this section as long as:

- the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which we agree to, in the **territorial limit**; and
- for civil claims it is always more likely than not that **you** or your **family** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

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

Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

What is not covered

- A claim where the insured person has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- Any incident or matter arising before the start of this policy.
- Any **cost and expenses** incurred before **our** written acceptance of a claim.
- Fines, penalties, compensation or damages which **you** or your **family** is ordered to pay a court or other authority.
- Any insured incident intentionally brought about by **you** or your **family**.
- Any claim relating to **you** or your **family's** alleged dishonesty or alleged violent behaviour.
- Any claim relating to written or verbal remarks which damage **you** or your **family's** reputation.
- A dispute with DAS Legal Expenses Insurance Company Limited not otherwise dealt with under condition 7 page 42.
- An application for Judicial Review.
- Any legal action **you** or your **family** takes which **we** or the **appointed representative** have not agreed to, or where **you** or your **family** does anything that hinders **us** or the **appointed representative**.
- Any claim relating to any non-contracting party's right to enforce all or part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- Any claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret or process any date as its true calendar date.

Section 7 – Legal expenses (continued)

B – Insured incidents

What is covered

a Employment disputes

We will negotiate for **you** or your **family's** legal rights in a dispute arising from a contract of employment entered into by **you** or your **family** for their work as an employee, excluding any claim relating to personal injury.

b Contract disputes

We will negotiate for the following:

- (i) **You** or your **family's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** or your **family** has entered into for:
 - the buying or hiring in of any goods or services; or the selling of any goods.
- (ii) 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** and your **family** has entered into the agreement or alleged agreement during the **period of insurance**.
- the amount in dispute is more than £100.

c Bodily injury

We will negotiate for **you** or your **family's** rights after an event which causes the death of, or bodily injury to either **you** or your **family**.

What is not covered

Any claim relating to the following:

- A contract regarding **you** and your **family's** profession, business or employment.
- A lease of less than eight years, or a licence or tenancy of land or buildings. However, we do cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.
- 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.

Any claim relating to the following:

- Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
- Defending **you** or your **family's** legal rights, but defending a counter-claim is covered.

Section 7 – Legal expenses (continued)

B – Insured incidents (continued)

What is covered

d Property protection

We will negotiate for **you** or your **family's** legal rights in a civil action relating to material property (including **your** principal home), which is owned by **you** or your **family** or for which **you** or your **family** is responsible following:

- (i) any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- (ii) any nuisance or trespass, provided that **you** are responsible for the first £250 of any claim.

What is not covered

Any claim relating to the following:

- A contract entered into by **you** or your **family**.
- Any building or land other than **your** principal home.
- Someone legally taking **your** principal home from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** principal home by any government, public or local authority unless the claim is for accidental physical damage.
- Work done by any government or public or local authority unless the claim is for accidental physical damage.
- A motor vehicle owned or used by **you**, or hired or leased to **you** or your **family**.
- Mining subsidence.
- Defending any claim under insured incident d (i), but defending a counter-claim is covered.

e Tax protection

We will negotiate on **you** and your **family's** behalf and represent **you** or your **family** in any appeal proceedings in respect of a **full enquiry** by HM Revenue & Customs into **you** or your **family's** personal tax affairs if the **full enquiry** resulted from **you** or your **family's** work as an employee.

f Legal defence

We will defend **you** or your **family's** legal rights if an event arising from **you** and your **family's** work as an employee leads to:

- (i) **you** and your **family** being prosecuted in a court of criminal jurisdiction; or
- (ii) civil action being taken against **you** and your **family** under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or
- (iii) civil action being taken against **you** and your **family** under section 13 of the Data Protection Act 1998.

Section 7 – Legal expenses (continued)

C – How much you are covered for

What is covered

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000

What is not covered

General conditions

These conditions apply to all sections of the policy.

Fraud

We are not liable to pay any claim under the policy if it is false or fraudulent in any respect or if **you** or anyone else entitled to be covered have not done everything that is required to be done by the terms of the policy. If the claim is false or fraudulent, the policy will be cancelled with effect from the date that the fraud was committed. In such circumstances, **we** retain the right to keep your premium, recover any payments made and **we** may take legal action against **you**.

Changes in risk

You must tell **us** if **your home** is to become:

- unoccupied for more than 1 month.
- let out to tenants.
- shared with lodgers.

You must also notify **us** prior to any:

- change of address.
- extension or alteration to the buildings.
- use of **your home** for business or professional purposes (other than clerical work undertaken by **you** or your **family**).

Failure to do any of the above may invalidate your policy.

Precautions

You and your **household** 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.

Cancellation

If, having examined your policy documentation, **you** decide not to proceed, **you** may cancel this insurance within the first 14 days. This 14 days starts on the day **you** receive the policy documentation, or the day **you** enter into this contract of insurance, whichever is the later. On receipt of your notice, any premiums **you** have already paid will be refunded, unless **you** have made a claim. If **you** have made a claim, the refund may be subject to a premium payment for the cover **you** have already received.

If **you** do not cancel within the first 14 days the cancellation procedure is as follows:

You may cancel the contract by giving **us** 30 days notice. Either by writing to **us** or by calling **us** on 0845 3000 110. If **you** cancel the policy, **you** may be entitled to a partial refund of premium, if it is more than £5. This refund will be subject to a deduction for the cover **you** have already received.

We may cancel this policy by giving **you** at least 30 days written notice at the last address **we** hold for **you**. **We** may cancel for the reasons set out below.

- If any change in risk occurs which increases the risk under your policy and which **we** are unable to insure
- If **you** breach any terms or conditions of your policy
- Any event outside **our** control that increases the risk under your policy that **we** could not have reasonably foreseen.

If **we** cancel the policy, **you** will be refunded premiums already paid for the remainder of the current **period of insurance**.

Monthly Premiums

If **you** pay premiums for this policy by monthly Direct Debit to your bank account and **we** do not receive a monthly premium payment when it is due, **we** will advise **you** accordingly and re-submit the unpaid premium for payment. **We** may write to **you** for the amount due in another form of payment. If your premium is still not met **we** will cancel this policy from the paid up to date.

Renewal

We may automatically renew your policy when it expires unless:

- **you** tell us that **you** don't want to renew it; or
- **we** decide not to offer **you** renewal terms.

We will write to **you** at least 21 days before your policy is due to expire to let **you** know what **you** need to do.

General exceptions

These exceptions apply to all sections of the policy:

This policy does not cover:

War and Similar Risks

Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism

Loss, injury, harm or damage to life or to property (or the threat of such loss, injury, harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism, regardless of any other contributing cause or event.

Terrorism: any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- loss, injury, harm or damage to life or property (or the threat of such loss, injury harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s), or group(s) of persons or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

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:

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

Sonic Bangs

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

Matching Items

The cost of replacing or altering any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design, including but not limited to carpets, other floor coverings and kitchen units, when loss or damage occurs within a clearly identifiable area or to a specific part and a replacement cannot be matched.

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**.

Loss of Value

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

Indirect Losses

Any loss, damage or additional expense which results indirectly from anything insured by this policy. This includes, but is not limited to, the following: loss of earnings, travel costs, costs incurred when preparing and submitting a claim, loss assessor fees, compensation for stress and/or inconvenience.

Wear and Tear

Any loss or damage caused by wear and tear, gradual deterioration or any other gradually operating cause.

Claims procedure and conditions

This is the procedure you should follow in the event of a claim or something happening which may give rise to a claim. If you do not follow this procedure you will break a condition of the policy. This may invalidate your claim.

Remember – 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.

Reporting a claim

When something happens that causes or may cause a claim **you** must contact **us** as soon as possible on the telephone number provided on page 6 of this policy.

- If it is a case of malicious damage, theft or attempted theft, or accidental loss **you** must tell the police immediately and obtain the police reference number.
- If, following a claim under the policy, **you** receive a claim form or any form of notice of legal proceedings against **you**, **you** must send this as soon as possible to the Claims Department, Lloyds TSB General Insurance Limited by recorded delivery and quote your claim or policy reference.
- **You** must give **us** all the help and information necessary to settle or resist any claim made against **you** or help **us** begin proceedings against any other person.

Proof of Loss or Damage

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. This includes, but is not limited to, the following:

- Original purchase receipts, invoices, instruction booklets, bank statements, photographs or any further evidence **we** may require to help **you** validate your claim.
- Purchase dates and location of lost or damaged property.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Failure to prove or substantiate your loss may result in non-payment of part or all of your claim.

Control of the claim

We control the claim, so **you** must not admit, deny, negotiate or settle a claim without **our** consent. However, any temporary repairs necessary to prevent further damage can be done immediately.

We may appoint an independent third party to act on **our** behalf.

Our special rights

We have the right to enter any building affected by the claim and take possession of any of the insured property. **You** may not, however, abandon the property without **our** consent.

We may in your name and/or on your behalf take complete control of any proceedings or settle any claim. **We** may also at **our** expense and for **our** own benefit take proceedings against any other person in your name to recover any payment **we** have made under this policy.

Claims procedure and conditions (continued)

Contribution

If at the time of a claim there is any other policy in force insuring anything covered by this policy, **we** shall only be liable for our proportional share.

Theft security

If there has been a theft, or a theft occurs during the currency of this policy **we** may ask **you** to take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not agree to implement these improvements, **we** may not be able to continue to provide cover.

Legal expenses

The following conditions apply to any claims for legal costs and expenses under section 7 – Legal expenses:

- 1 **You** and your **family** must:
 - keep to the terms and conditions of this section
 - take reasonable steps to keep any amount **we** have to pay as low as possible
 - try to prevent anything happening that may cause a claim
 - send everything **we** ask for, in writing
 - give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 **We** can take over and conduct in the name of **you** or your **family**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of **you** or your **family**.

You or your **family** are free to choose an **appointed representative** (by sending **us** a suitably qualified person's name and address) if:

- (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of **you** or your **family** in those proceedings; or
- (ii) there is a conflict of interest.

In all circumstances except those listed above, **we** are free to choose an **appointed representative**.

Any **appointed representative** will be appointed by **us** to represent **you** or your **family** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.

We will have direct contact with the **appointed representative**.

You or your **family** must co-operate fully with **us** and the **appointed representative** must keep **us** up to date with the progress of the claim.

An insured person must give the **appointed representative** any instructions that **we** require.

- 3 **You** and your **family** must tell **us** if anyone offers to settle a claim.

If **you** or your **family** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.

We may decide to pay **you** or your **family** the amount of damages that **you** or your **family** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.

- 4 **You** and your **family** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.

You or your **family** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

Claims procedure and conditions (continued)

- 5 If an **appointed representative** refuses to continue acting for **you** or your **family** with good reason or if **you** or your **family** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 If **you** or your **family** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service. (See page 7 – How do I make a complaint?)
- 8 **We** may at **our** discretion require **you** to obtain at your expense, an opinion from a barrister chosen by **you** and **us** as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
- 10 **You** must have given agreement for anyone to claim under this section.
- 11 If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 12 This section will be governed by English law.
- 13 All acts of parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Unoccupancy

If **your home** is **unoccupied** there will be no cover under section 1A c and g - i, and section 2A c and g - j unless **you** have complied with this unoccupancy condition. The unoccupancy condition requires **you** to:

- notify us that **your home** is going to be **unoccupied**.
- put all locks, bolts and protective devices into operation.
- turn off gas and electricity services at the mains.
- turn off the water supply at the mains and drain the system (excluding central heating).
- arrange for regular and frequent internal inspections of **your home** at intervals of not more than 14 days.

The Direct Debit guarantee

If you pay premiums by Direct Debit this guarantee applies to those payments.

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Lloyds TSB General Insurance Limited will notify **you** 10 working days in advance of your account being debited, or as otherwise agreed.
- If an error is made by Lloyds TSB General Insurance Limited or by your own Bank or Building Society, **you** are guaranteed a full and immediate refund from your branch of the amount paid.
- **You** can cancel a Direct Debit at any time, by writing to your Bank or Building Society. Please also send a copy of your letter to **us**.



Your agreement with us

Important information: please retain with your schedule

You have declared that to the best of your knowledge and belief, all the information **you** have given **us** regarding your Lloyds TSB Home Insurance policy is true.

You agreed that the information provided at application stage shall form part of the contract between **you** and **us**.

If anyone else has provided **us** with the information, he or she has acted as your agent.

You should have told **us** anything about **you**, your **family** or your **household** that would be likely to have affected **our** decision to accept your application for insurance, or which might make a claim more likely.

If we find out during the period of insurance that any important facts were not disclosed or incorrect, your policy may be invalidated and any claims under it not paid.

We have the right to accept or decline an application, or offer cover on special terms.

You have confirmed that **you** understand the essential provisions of cover offered by this home insurance policy, together with the main exclusions and restrictions.

My personal data and Lloyds Banking Group*

I agree that you may keep my personal details (which may include sensitive data as defined in the Data Protection Act 1998), given to you by me or other people during my relationship with you and other companies in your Group* and their insurance agents, in a Lloyds Banking Group database. This includes:

- details I give you on application forms,
- details I give you during financial reviews and interviews,
- your analysis of my banking transactions, and
- what you know from operating my accounts.

Companies in your Group may use and update this centrally held information to:

- provide me with services,
- identify products and services which might be suitable for me,
- assess lending and insurance risks,
- recover debts,
- prevent and detect fraud, and
- update their own records about me.

You may also use my information for research and statistical analysis with the aim of improving your services.

If I request it, on payment of a fee, which is currently £10, you will provide me with a copy of the information you hold, in line with the Data Protection Act.

The information you hold about me is confidential. You will only disclose it outside the Lloyds Banking Group* when:

- I give you my consent,
- it is needed by your agents and others involved in running accounts and services for me,
- you or others need to investigate or prevent crime,
- the law permits or requires it, even without my consent, or
- there is a duty to the public to reveal the information.

When assessing my application and managing my borrowing automated decision making systems may be used. I agree that when making credit decisions you may make searches at credit reference agencies, including electoral register information. These searches will be recorded by the credit reference agencies.

I agree that if I am applying in joint names, this will create a financial link between us in the records at the credit reference agencies meaning that my financial affairs and those of my joint applicant may be treated as affecting each other.

You may disclose how I have run my accounts to the credit reference agencies. In the event that you make formal demand for repayment of my borrowing and I do not make full repayment or satisfactory proposals to you within 28 days, you may disclose this to the agencies, who will record the outstanding debt.

You may check what I have told you and share information with fraud prevention agencies.

I understand that it is important that I give you accurate information as if I give false or inaccurate data and you suspect fraud, you will record this at the fraud prevention agencies.

You and other organisations may use credit or insurance reference agency and fraud prevention agency records about me and people financially linked to me, and others in my household to help make decisions about me and them:

- for credit and credit related services, and to manage my accounts,
- for motor, household, credit, life, and other insurance proposals or validating claims (including but not limited to Claims and Underwriting Exchange register run by Insurance Database Services Limited) and
- for fraud prevention, debtor tracing, debt recovery, and to check my identity to prevent money laundering.

If I ask, you will tell me which credit reference and fraud prevention agencies you have used so I can get a copy of my details from them.

My personal data and Lloyds Banking Group*

I confirm that I have consent for this agreement from any joint applicant who is not present, and I will share with them the details of what I have agreed to on their behalf.

You, or others involved in running my policy, may administer my policy and provide other services from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, you will have a contract in place to ensure that my information is adequately protected, and you will remain bound by your obligations under the Data Protection Act even when my personal information is processed outside Europe.

You may monitor or record phone calls with me in case you need to check you have carried out my instructions correctly and to help improve your quality of service.

You may contact me about products and services available from the Lloyds Banking Group, and from selected companies outside your Group which you believe may interest me or benefit me financially, unless I have told you that I do not want to receive this information. Other companies, including those in your Group, will not make marketing approaches to me without my consent.

If you would prefer not to receive information from us about other services, please call 01202 444153.

*The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com



Alternative formats

The information within this document is available in alternative formats such as Braille, audio tape, large print and CD ROM. Please call 0845 3000 110 if you wish to receive it in one of these formats and we will be happy to help.

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