



Home Insurance

Policy Booklet

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

[tescobank.com](https://www.tescobank.com)

TESCO Bank | *Every little helps*

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Welcome to your Tesco Value Home Insurance Policy

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

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

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

If you need to make a claim

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

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

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

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

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

Handy phone numbers

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

Customer
Services Line

0845 674 6666

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

Household
Emergency
Helpline

0845 155 2371

Lines are open 24 hours.

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

Bright Ideas

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

Minimising flood impact

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

- Listen to local radio and TV for severe weather warnings.
- The Environment Agency has a flood line service available throughout the UK.
- If your area is at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency on 0845 988 1188 or go online at www.environment-agency.gov.uk.
- Should your area be given a warning, where possible, try to move as much furniture and items as possible to a higher level. Lift furnishings off the ground.
- Placing sandbags by external doors could reduce the flow of water into the property.

Preventing frozen pipes

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

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

Maintaining your home

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

- Check guttering and drainage for signs of blockages. Use a cover over drains to keep out leaves etc.
- Clear vegetation at least annually.
- Check the outside of your home for any essential work – ensure roofs and walls are in good order, check exterior paintwork, pointing, fences etc. Check for dry and wet rot.

- Get an engineer who is on the Gas Safe Register to inspect gas installations annually or in accordance with the manufacturer's guidelines.
- Get electrical installations in the home checked every 10-15 years.

Taking simple fire safety measures

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

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

Making your home more secure

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

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

Securing your outbuildings and garages

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

- Reduce the theft risk by fitting locks on doors and windows.
- Putting up blinds to windows can also help to hide items from view.

- Lock portable items such as lawnmowers and power tools, and place tools and electrical equipment in containers.
- Don't leave ladders and tools outside as they can be used to access the house.

Keeping your valuables safe

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

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

Protecting your home while you are away

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

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

Help with flood or storm damage claims

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

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

More bright ideas

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

www.neighbourhoodwatch.net

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

www.environment-agency.gov.uk

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

www.gassaferegister.co.uk

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

www.crimereduction.gov.uk

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

The contract of insurance

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

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

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

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

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

Please check all documents carefully to make sure that they give **you** the cover **you** want.

Thank you for choosing the Tesco Value Home Insurance Policy.

Policy conditions

1 Cancelling the policy

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

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

We or the **administrator** can cancel this policy at any time by sending **you** 7 days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. **We** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim.

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

2 Changes you must tell us about

You must tell **us** about any change that could affect this policy. Please remember that if **you** do not tell **us** about changes, **we** may refuse to pay any claim under this policy or only pay part of a claim.

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

- change of address
- change of occupation
- increase in the value of **your contents, valuables or jewellery**
- increases in the amount it will cost to rebuild **your home**
- **your home** becoming **unoccupied**
- **you** plan to rent out **your home**
- planned extension, alteration or renovations
- **you** or any person usually living with **you** has any criminal convictions, declared bankrupt and County Court judgements

3 Preventing loss

You must take all reasonable steps to:

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

Please refer to Bright Ideas on pages 5, 6, 7 and 8 for some helpful hints.

4 How to make a claim

Buildings and/or Contents

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

- Call the claims number noted on **your Schedule** to report the **incident**.
- Take reasonable action to protect the property from further loss or damage.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Do all **you** can to get back any property which has been lost.
- Tell the police within 24 hours if any property has been lost outside the **home** or if **you** suspect a loss involves theft, malicious damage or riot.
- Co-operate with **us** fully, providing such assistance as may be required in relation to the claim.
- Not incur any costs without **our** agreement before any work commences.
- Report the loss or theft of **money** to the local police within 24 hours of discovering it has been lost or stolen.
- Report the loss or theft of any **credit card** to the local police and credit card company within 24 hours of discovering it has been lost or stolen.

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

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

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

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

5 Other insurance policies

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

6 Fraudulent claims

If any claim or part of any claim is made fraudulently or falsely the policy shall be cancelled with immediate effect and **we** will not provide cover for any fraudulent claim.

7 Automatic Renewal

When **your** policy is due for renewal, the **administrator** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to renew before the policy ends. If the **administrator** does offer to do this for **you**, they will write to **you** before **your** policy ends with full details of **your** next year's premium and policy conditions. If **you** do not want to renew the policy, all **you** need to do is call the Customer Services Line to let the **administrator** know.

8 Inflation Protection at renewal

Buildings

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

Contents

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

9 Rights of third parties

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

10 The law and language that applies

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

11 No claims discount

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

Meanings of words

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

Accidental damage	Sudden, unexpected and visible damage which has not been caused deliberately.
Administrator	Tesco Personal Finance plc (trading as Tesco Bank) Interpoint Building 22 Haymarket Yards Edinburgh EH12 5BH
Bedroom	A room used as or originally built to be a bedroom .
Buildings	The main building and any other permanent structure within the boundary of your home including the following: <ul style="list-style-type: none"> • fixtures and fittings (including landlord's fixtures and fittings) • sheds, greenhouses, conservatories and garages that have permanent foundations or bases • permanent swimming pools built of brick, stone or concrete • hard tennis courts and permanently fixed hot tubs or Jacuzzis • patios, terraces, drives, paths and carports • garden walls, hedges, gates and fences • service tanks, drains and septic tanks • pipes and cables and central heating fuel storage tanks
Computer viruses	A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

Contents	Household goods, valuables, money, credit cards, personal possessions , aerials and satellite dishes you, your family or visitors own or are legally responsible for including: <ul style="list-style-type: none"> • domestic garden machinery that does not have to be licensed • wheelchairs • registered disabled person's buggies that are not licensed for road use • electrically or mechanically propelled toys and models that are not licensed for road use • golf trolleys which are controlled by someone on foot but excluding: <ul style="list-style-type: none"> • motorised vehicles (apart from those already mentioned) • aircraft including gliders, hang-gliders and microlights • caravans • trailers • water craft and hovercraft • parts and accessories in or attached to caravans, trailers, boats or motor vehicles • any living creature • permanently fitted interior decorations • property held or used for any profession, business or employment.
Credit cards	Credit cards , cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes.
Excess	The amount you must pay towards any claim.
Family	Your husband, wife, civil partner, children, foster children and any other person who permanently lives with you , but not lodgers or any other paying guests.
Heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.
Home	The property at the address stated in the Schedule , used by you for domestic and home working purposes only.
Home working	Any administrative, clerical or child minding work carried out by you at the home or in any of the buildings as part of your job. Any administrative or clerical work must not involve customers or suppliers calling at the home or the storage of trade goods at the home .
Incident	Any event that might lead to a claim.
Landslip	Sudden movement of soil or rocks on a slope or gradual creep of a slope over a period of time.
Main building	The house, bungalow, flat or maisonette which is situated at the home and in which you or your family live.
Maximum claim limit	The most we will pay for any one claim under any section (or its extension) as shown in the Schedule . If the limits shown in your Schedule are not enough, please contact the administrator .

Money	Cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), National Savings Stamps, National Savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not items used for business purposes.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the Schedule .
Personal possessions	Items normally worn, used or carried by you or your family in daily life, but not money , credit cards , mobile phones, pedal cycles or items held or used for business purposes.
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Statement of Fact	The Statement of Fact contains information you gave us . This includes information given on your behalf.
Schedule	The document that shows: <ul style="list-style-type: none"> • your name and address; • the period of insurance; • the sections of this Policy Booklet that apply; • the excesses which apply; • the premium you must pay; • the home that is insured; • the maximum claim limits, and • details of any extensions or endorsements to your cover. <p>We issue a Schedule with each new contract of insurance, when you renew the policy and when we change the policy cover.</p>
Specified items	Items that have been individually identified to us and are shown in your Schedule .
Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves.
Unoccupied	Not lived in or not intended to be lived in for more than 60 days in a row.
Unfurnished	Does not have enough furniture in it for normal living purposes.
Valuables	Jewellery, watches, furs, items made from gold, silver and other precious metals, works of art and collector's items, collections of stamps, coins or medals, precious stones, photographic equipment, binoculars, telescopes, musical instruments, guns. We treat pairs or sets of items as one item.
We, our, us	The authorised Insurer or Lloyd's syndicate shown on the current Schedule .
You, your	The person or people named as the Policyholder in the Schedule .

Section 1 – Buildings cover

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

What is covered	What is not covered*
<p>Your buildings are covered for loss or damage arising as a result of the insured causes listed below. The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for Buildings.</p>	<p>Loss or damage to any of the following unless we agree otherwise in writing:</p> <ol style="list-style-type: none"> 1 Any structure which is not on a permanent foundation or base; 2 Tree houses; 3 Inflatable structures of any kind; 4 Any structure which is made of canvas, PVC or any other non-rigid material, and structures that are open on one or more sides unless defined under Buildings; 5 Any structure not within the boundary of the home. <p>The total excess shown in the Schedule for every claim.</p> <p>The excess for cause 9 subsidence heave or landslip is reduced to £100 if the main building was built within the last 10 years.</p> <p>Any amount above the amount shown in the Schedule.</p>
<ol style="list-style-type: none"> 1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 6.) 	<ol style="list-style-type: none"> 1 Singeing, scorching or melting.
<ol style="list-style-type: none"> 2 Smoke. 	<ol style="list-style-type: none"> 2 Damage caused by smoke that happens gradually over a period of time.
<ol style="list-style-type: none"> 3 Riot, civil commotion, labour disputes or political disturbances. 	<ol style="list-style-type: none"> 3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.

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

What is covered	What is not covered*
<p>4 Collision with the buildings by the following:</p> <ul style="list-style-type: none"> trains, trams or other vehicles; aircraft or other flying objects or anything dropped from them; animals, birds or insects; telegraph poles and lamp posts; falling branches or trees; fireworks; or falling satellite dishes or aerials. 	<p>4 Loss or damage caused by domestic animals or pets.</p> <p>The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your buildings.</p> <p>Damage caused by cutting down all or part of a tree.</p> <p>Loss or damage to aerials, aerial fittings, satellite dishes or masts.</p>
<p>5 Storm or flood. (Please refer to Bright Ideas on pages 5 and 7.)</p>	<p>5 Loss or damage:</p> <ul style="list-style-type: none"> to gates, hedges or fences; that does not arise from one identifiable event which directly and immediately caused the loss or damage; or caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
<p>6 Theft or attempted theft. (Please refer to Bright Ideas on pages 6 and 7.)</p>	<p>6 Theft or attempted theft:</p> <ul style="list-style-type: none"> by you or any member of your family; when your home is occupied by someone who is not a member of your family unless force is used to get into your home; or when your home is unoccupied or unfurnished.
<p>7 Vandalism or malicious acts.</p>	<p>7 Vandalism or malicious acts caused:</p> <ul style="list-style-type: none"> by you or any member of your family; when your home is occupied by someone who is not a member of your family unless force is used to get into your home; or when your home is unoccupied or unfurnished.

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

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

What is covered	What is not covered*
	<ul style="list-style-type: none"> to walls, gates, hedges, sheds, greenhouses, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, terraces, service tanks, drains, pipes, cables and central fuel storage tanks, unless the main building is damaged at the same time and by the same cause; or for which compensation is provided by legislation or contract.
<p>10 Plumbing Installation.</p> <p>We will pay for damage to any part of the plumbing installation in the buildings caused by freezing or bursting.</p> <p>(Please refer to Bright Ideas on page 5.)</p>	<p>10 Loss or damage:</p> <ul style="list-style-type: none"> caused by rust, corrosion or wear and tear; caused when your home is unoccupied or unfurnished; or caused by faulty workmanship. <p>Plumbing that is outside or in a shed or greenhouse.</p>
<p>11 Service pipes and cables</p> <p>The cost of repairing accidental damage to underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to and from your home.</p>	<p>11 Natural failure, wear and tear of drains.</p> <p>Loss or damage caused by faulty workmanship, faulty materials or faulty design.</p>
<p>12 Fees and clearance costs</p> <p>We will pay for necessary expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:</p> <ul style="list-style-type: none"> architects', surveyors', consultants and legal fees; the cost of clearing the site and making it and the buildings safe; or clearing drains, demolishing, shoring or propping up the buildings. 	

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

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

What is covered	What is not covered*
<p>16 Your liability as the owner of the property</p> <p>We will pay all amounts you or a member of your family (as owners of the home) legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or bodily injury; and/or • accidental loss of or damage to property owned by a third party which occurs as a result of an accident within the boundary of the home during the period of insurance. <p>We will also pay all amounts you or a member of your family (as owners of the home) legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or bodily injury; and/or • accidental loss of or damage to property owned by a third party which occurs at any time as a result of faulty work carried out by you at the home during the period of insurance. Any claim arising as a result of faulty work must be notified to us within seven years from the date your policy ends or is cancelled. This section will not apply if your liability is covered by another insurance policy. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p> <p>If you die, we will extend the cover you would have received under this section to your legal representative.</p> 	<p>16 Any amount for death or bodily injury to you, your family or any domestic employee.</p> <p>Any amount for loss or damage to property owned by you, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any lift (other than a stairlift) you own or you are responsible for maintaining; • any deliberate or malicious act; • occupation of any land or building; • using the home for any business, trade, profession or employment; or • any agreement unless you would have had that liability without the agreement.

Section 1 – Buildings optional cover – Accidental damage extension

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

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

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

Basis of settling your buildings claims

- We** will pay for the cost of rebuilding, repairing or replacing that part of **your buildings** which are covered by this policy. **We** will decide whether to pay to rebuild, repair or replace. All **our** repairs are guaranteed for one year. If **your buildings** have not been kept in a good state of repair, **we** may deduct from any payment an amount for wear and tear.
- If damage to the **buildings** covered by this policy is not going to be rebuilt or repaired, **we** will pay **you**: a) the amount by which the property has gone down in value because of the damage; or b) the estimated cost of repair; whichever is lowest.
- We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- We** will not pay for any drop in the market value of **your home** resulting from rebuilding, repairing or replacing that part of **your buildings** which have been damaged by an **incident**.
- Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that certain causes are subject to a limit per **period of insurance** and any payments made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**. These are:
 - alternative accommodation and rent;
 - repair of sewer pipe;
 - squatters.
- Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your Schedule** to see applicable **excesses**.
- We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.

Section 2 – Contents cover

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

What is covered	What is not covered*
<p>Your and your family's contents are covered for loss or damage arising as a result of the insured causes listed below when they are in the buildings.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the Schedule.</p>
1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 6.)	1 Singeing, scorching or melting.
2 Smoke.	2 Damage caused by smoke that happens gradually over a period of time.
3 Riot, civil commotion, labour disputes or political disturbances.	3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.
4 Collision with the buildings by the following: <ul style="list-style-type: none"> • trains, trams or vehicles; • aircraft or other flying objects or anything dropped from them; • animals, birds or insects; • telegraph poles and lamp posts; • falling branches or trees; • fireworks; • falling satellite dishes or aerials. 	4 Loss or damage caused by domestic animals or pets.
	<p>The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>

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

What is covered	What is not covered*
5 Storm or flood. (Please refer to Bright Ideas on pages 5 and 7.)	5 Loss or damage: <ul style="list-style-type: none"> • that does not arise from one identifiable event which directly and immediately caused the loss or damage; or • caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
6 Theft or attempted theft. (Please refer to Bright Ideas on pages 6 and 7.)	6 Theft or attempted theft: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is occupied by someone who is not a member of your family unless force or violence is used to get into your home; • when your home is unoccupied or unfurnished; or • by deception other than deception used solely to enter into your home.
7 Vandalism or malicious acts.	7 Vandalism or malicious acts caused: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is occupied by someone who is not a member of your family unless force is used to get into your home; • when your home is unoccupied or unfurnished; or • by computer viruses.
8 Water or oil escaping from any fixed domestic water or heating installation, or from any domestic appliance.	8 Loss or damage: <ul style="list-style-type: none"> • when the home is unoccupied or unfurnished; • that happens gradually over a period of time;

What is covered	What is not covered*
	<ul style="list-style-type: none"> • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or • caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
9 Subsidence or ground heave of the site on which the buildings of your home stands, or landslip.	9 Loss or damage: <ul style="list-style-type: none"> • caused by the sea or river wearing away the land; • for which compensation is provided by contract or legislation; • caused by the buildings being demolished, altered or having structural repairs carried out; or • caused by faulty construction or design of the buildings or their foundation.
10 Alternative accommodation and rent We will pay the rent that you are responsible for paying while the buildings cannot be lived in as a result of damage insured under this section. We will also pay the costs of necessary alternative accommodation for you , your family and your domestic pets and the costs of temporarily storing the contents of your home if the buildings cannot be lived in because of damage insured by this section. The most we will pay in any one period of insurance is shown in the Schedule .	

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

What is covered	What is not covered*
<p>11 Metered oil and metered water We will pay for accidental loss of metered oil or water in domestic heating systems.</p>	<p>11 Loss while the home is unoccupied or unfurnished.</p>
<p>12 Locks on outside doors We will pay the cost of replacing and fitting locks on the outside doors of any of the buildings or to any safe or alarm system in your home if:</p> <ul style="list-style-type: none"> • your keys are stolen; or • they are damaged inside the home by an event insured under this section. <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	
<p>13 Household removal We will pay for accidental loss of or damage to your contents while they are being permanently removed by a professional removal firm from your home to any other private property you are going to live in anywhere within the British Isles. This includes while they are being temporarily stored for up to 72 hours.</p>	<p>13 Loss or damage to china, glass or other fragile items. Loss of money.</p>
<p>14 Frozen foods We will pay the costs of replacing food spoilt in any freezer or fridge in your home caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. 	<p>14 Any amount above the amount shown in the Schedule. Loss or damage caused by:</p> <ul style="list-style-type: none"> • your power supply being cut off by the electricity supplier; or • a strike, a lockout or an industrial dispute. <p>Loss while the home is unoccupied.</p>

What is covered	What is not covered*
<p>15 Occupier's and personal liability We will pay all amounts you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or bodily injury; or • accidental loss of or damage to property which is caused by an accident happening during the period of insurance and arising: <ul style="list-style-type: none"> (a) from your occupation (but not ownership) of the buildings; or (b) in a private role not connected with owning the buildings. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing. If you die, we will extend the cover you would have received under this section to your legal representative.</p>	<p>15 Death or bodily injury suffered by you, your family or a domestic employee. Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family. Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> • motorised vehicles, except garden machinery that does not have to be licensed, wheelchairs, registered disabled persons' buggies that are not licensed for road use, electrically or mechanically propelled toys and models that are not licensed for road use and golf trolleys which are controlled by someone on foot; • aircraft (including gliders, hang-gliders and microlights); • caravans; • trailers; • water craft and hovercraft; • firearms, except legally held sporting guns used for sporting purposes; • dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or • lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> • a direct or indirect result of an assault or alleged assault; • any deliberate or malicious act; • hunting or racing of any kind, except on foot; or • your business, trade, profession or employment.

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

What is covered	What is not covered*
	<p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p>
<p>16 Employer's liability</p> <p>We will pay all amounts which you become legally liable to pay for accidental death or bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	<p>16 Loss, damage, injury, illness or disease not caused during the period of insurance and directly by the work your domestic staff were employed to do.</p>
<p>17 Tenant's liability</p> <p>We will cover you for your legal liability as a tenant for all amounts you have to pay for:</p> <ul style="list-style-type: none"> • damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under Section 2 – Contents of this policy; 	<p>17 Loss or damage excluded under any of the causes 1 to 9 of Section 2 – Contents.</p>

What is covered	What is not covered*
<ul style="list-style-type: none"> • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed sanitary fittings and bathroom fittings; and • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses and conservatories. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	
<p>18 Liability of others</p> <p>We will pay the unpaid amount of any damages and costs awarded to you for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>We will pay the amount if:</p> <ol style="list-style-type: none"> you have not received full payment within three months of the date of the award; and the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; and you would have had a valid claim under cause 15 of this policy if the award had been made against you; and there is not going to be an appeal. 	

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

What is covered	What is not covered*
<p>After we have made a payment, we may enforce your rights against the person who should have made the payment.</p> <p>(In this case, we will keep any amounts we get back.)</p> <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	

Section 2 – Contents optional cover – Accidental damage extension

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

What is covered	What is not covered*
<p>19 Accidental damage occurring during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>19 The total excess shown in the Schedule for every claim.</p> <p>Any event already covered under Section 2 – Contents.</p> <p>Anything listed as not covered under Section 2 – Contents.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item; • caused by mechanical or electrical faults or breakdowns; • caused by domestic animals or pets; • to pedal cycles; • to corneal or contact lenses; • to money; • if your home is sublet or occupied by someone who is not a member of your family; • caused by computer viruses; • to food and drink; • to documents and securities such as share or bond certificates;

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

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to clothing, including furs; • caused by faulty workmanship or design; or • when your home is unoccupied or unfurnished. <p>Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>

Section 2 – Contents optional cover – Unspecified personal possessions extension

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

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

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

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to sports equipment when it is being used; • to pedal cycles; • to reeds, strings, bridges or drum skins of musical instruments; • to crowns, caps or fillings in teeth; • to dentures while being used for eating; • to corneal or contact lenses; • to china or glass (except spectacles); • to documents and securities such as share or bond certificates; • to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these; • to portable televisions, car audio or car audio-visual equipment and car phones; • to household goods or furniture; • to camping equipment; • to plants, shrubs or trees growing in the garden; or • to animals. <p>Mechanical or electrical faults or breakdowns.</p>

Section 2 – Contents optional cover – Specified personal possessions extension

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

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

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

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to sports equipment when it is being used; • to pedal cycles; or • to reeds, strings, bridges or drum skins of musical instruments. <p>Mechanical or electrical faults or breakdowns.</p>

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

Basis of settling your contents claims

- **We** will settle **your** claim by repairing or replacing **your contents** or paying **you** their cash value. **We** will decide whether to repair or replace **your contents** or whether to pay **you** their cash value. All **our** repairs are guaranteed for one year.
- If **your contents maximum claim limit** is not enough to replace all the **contents** in **your home** with new items of the same quality and type, **we** may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- The most **we** will pay for any one claim for **valuables**, pedal cycles or any other **specified item** is the **maximum claim limit** shown in **your Schedule**. This should be enough to replace these items as new based on the information that **you** have given **us**. If this is not the case at the time when **you** make a claim we may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- **We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that alternative accommodation and rent is subject to a limit per **period of insurance** and any payment made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**.
- Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your Schedule** to see applicable **excesses**.
- **We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.

Policy exclusions that apply to all sections of cover

This policy does not cover the following:

- Any criminal or deliberate act by **you** or **your family**.
- Loss or damage that happened before this policy came into force.
- Property more specifically covered by another policy of insurance.
- Consequential loss (that is, any loss which is not a direct result of or naturally resulting from an event for which **you** are insured)
- Any reduction in the market value of any property following its repair or reinstatement
- Any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**.

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

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. For this type of policy, the scheme covers at least 90% of any claim with no upper limit. For further information see www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Tesco Legal Guard

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

Household Legal Insurance Policy

Claims Helpline

0845 120 1339 open 24 hours a day, 365 days a year.

Throughout this section of the policy booklet certain words and phrases are printed in **bold**. These have the meanings set out on pages 42-44 of this policy booklet.

Introduction

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

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

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

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

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

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

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

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

Meanings of words

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

Administrator

Tesco Personal Finance plc (trading as Tesco Bank)
Interpoint Building
22 Haymarket Yards
Edinburgh
EH12 5BH

Adviser

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

Advisers' Costs

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

Adverse Costs

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

Costs

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

Insurer

Ageas Insurance Limited

Insured Incident

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

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

Insured Period

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

Legal Action(s)

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

Maximum Amount Payable

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

Standard Advisers' Costs

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

Standard Basis

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

Territorial Limits

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

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

We/Us/Our

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

You/Your

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

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

Terms of cover

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

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

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

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

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Claims Helpline on **0845 120 1339** and quote '**Tesco Family Legal Guard**'.

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

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

Conditions

1. Claims

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

- j) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** written agreement. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- k) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct.

2. Prospects of Success

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

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

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

3. Dual insurance

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

4. Cancellation

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

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

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

We or the **administrator** can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending you 7 days' notice in writing. **We** or the **administrator** will send the notice to the last known address **we** or the **administrator** have for **you**.

5. Disputes

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

6. English Law and Language

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

Legal helpline

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

Simply telephone **0845 120 1342** and quote "**Tesco Family Legal Guard**".

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

Sections of cover

1. Employment Disputes

What is insured:

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

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

What is not insured:

Claims

- For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment.
- To defend any dispute other than defending a counter claim
- Any dispute relating solely to personal injury

2. Contract

What is insured:

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

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

What is not insured:

Claims

- Where the breach of contract occurred before **you** purchased this insurance
- Relating to a lease tenancy or licence to use property or land where **you** act as the landlord
- Relating to **your** business, venture for gain, profession or employment
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Directly or indirectly arising from constructing buildings or altering their structure, except in relation to disputes where the amount in dispute is less than £5000 inc. VAT

3. Property

What is insured:

Costs to pursue a **legal action**:

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

What is not insured:

Claims

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

4. Personal Injury

What is insured:

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

What is not insured:

Claims

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

5. Tax

What is insured:

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

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

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

What is not insured:

Claims

Arising from or relating to:

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

6. Legal Defence

What is insured:

Costs

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

- i) Arising out of **your** work as an employee:
 - Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - In a prosecution brought against **you** in a court of criminal jurisdiction
 - In a civil action brought against you for compensation under section 13 of the Data Protection Act 1998
 - In civil proceedings brought against **you** under legislation for unlawful discrimination

ii) Arising out of a motoring prosecution brought against **you**

b) To defend your legal rights:

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

What is not insured:

Claims

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

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

b) For parking offences

7. Absence from work

What is insured:

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

General exclusions

1. There is no cover where:

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

2. There is no cover for:

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

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

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

Authorisation

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

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their registration number is number is 202039.

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

Financial Services Compensation Scheme

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

Data Protection Notice

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. In this notice **we** and **us** and **our** means Tesco Personal Finance plc (Trading as Tesco Bank), the Insurer named in **your** current **Schedule**, and any holding companies, subsidiaries or linked companies. 'Personal information' means any information given to **us** about **you**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**.

By taking out Tesco Value Home Insurance, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under **your** policy, **you** should also show this notice to anyone else whose personal information **you** give to **us** and ensure that **you** have their consent to provide their personal data, including sensitive personal data, where necessary, in connection with **your** insurance policy.

Your privacy is very important to **us**. **We** promise to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date. **You** should let **us** know whenever **your** personal details change.

How we use your personal information

We will use personal information which has been given to **us** to manage **your** Insurance Policy, other Tesco Bank products and services, including handling underwriting and claims and issuing policy renewal documents to **you**. These activities may involve **us** releasing personal information to other Insurers, regulatory authorities or agents providing services to **us** or on **our** behalf. Some of these agents may be based outside the EEA but **we** will make provision for **your** personal information to be protected whilst being transferred to and processed in these countries.

We may use **your** personal information and the information about **your** use of **our** products and services to carry out research and analysis about **our** products and services, as well as to service **your** needs in connection with **your** policy. **We** may use e-mail, telephone, post or other means to do this.

To assess **your** insurance application and the terms on which cover may be offered **we** may obtain information about **you** from credit reference agencies to check **your** credit status and identity. The agencies will record **our** enquiries. This will not affect **your** credit standing.

Marketing purposes

If **you** would like to change **your** marketing preference please call the Customer Services Line shown on **your** policy documents. **You** may contact **us** at anytime to give notice to stop data being used for marketing purposes.

We may release **your** personal information to others:

1. if **we** need to do this to manage **your** policy with **us** (as set out above)
2. in connection with any research or analysis that **we** are carrying out (as mentioned above)
3. where **we** need to do so in order to prevent fraud (as mentioned below)
4. if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority)
5. in other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Monitoring and recording calls

We may monitor or record telephone calls to improve **our** service and to detect and prevent fraud.

Sharing information to prevent fraud

We may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which **you** have with **us**) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent fraudulent claims. When **we** process **your** request for insurance cover or when you make a claim, we may search these registers. Under the conditions of **your** policy, **you** must tell **us** about any **incident** (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim.

When **you** tell **us** about an **incident**, **we** will pass information relating to that **incident** to these registers.

Dealing with others on your behalf

To help **you** to manage **your** insurance policy, **we** will deal with **you** or **your** husband, wife or civil partner or any other person whom **we** believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy and answer **our** security questions.

Sensitive information

Some of the personal information that **we** ask **you** to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only **use** sensitive personal data about **you** for the specific purpose of dealing with **your** policy and to provide the services described in **your** policy documents.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. If **you** would like a copy of **your** information held by the Insurer listed in **your** **Schedule**, please contact the Data Protection Officer at the relevant address shown on **your** **Schedule**.

If **you** would like a copy of **your** information held by Tesco Bank, please contact the Data Protection Officer for Tesco Bank at the following address:

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

In all cases please give **your** name, address and (if **you** have one) **your** insurance policy number.

You may be charged a small administration fee. Details will be provided at the date of request.

What to do if you have a complaint

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

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

Step 1: Let us know

If you have a complaint about your policy:

- Telephone Tesco Bank on **0845 674 6666**; or
- Write to Tesco Bank at the address shown below:

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

If you have a complaint about your claim

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

Where possible **we** will always aim to resolve **your** complaint when **you** first contact us, however some complaints may take longer to resolve. If for any reason **you** remain dissatisfied with **our** written response or **you** have not received a final response letter within 8 weeks, **you** should escalate the matter as outlined in Step 2.

Step 2: Contact the Financial Ombudsman Service

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

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

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

Notes

Tesco Home Insurance phone numbers

Customer Services Line	0845 674 6666	Lines are open: Monday to Friday 8am-9pm, Saturday 9am-5pm and Sunday 10am-5pm
Household Emergency Helpline	0845 155 2371	Lines are open 24 hours.

We could help you save on other insurance too

Car Insurance	0845 301 0731	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Pet Insurance	0845 078 3801	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Travel Insurance	0845 293 9474	Lines are open between 8am and 8pm Monday to Friday, 9am to 4pm on Saturdays and 10am to 5pm on Sundays.
Life Insurance	0845 300 7140	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 4pm on Sundays.
tescobank.com		

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

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

Tesco Travel Insurance is provided by Ageas Insurance Ltd and DAS Legal Expenses Insurance Company Ltd for Legal Expenses cover. The Financial Failure cover is provided by International Passenger Protection Ltd and is underwritten by a consortium of insurers comprising Europaische, Groupama, Novae and Sagicor.

Tesco Bank Life Insurance is provided by Aviva Life and Pensions UK Limited.

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

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

Tesco Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We may monitor and record calls for training purposes to improve the quality of our service and to detect and prevent fraud.

 **Please recycle me**