

Your Home Insurance Policy Wording

Essential Cover

Welcome to your John Lewis Home Insurance

Thank you for choosing John Lewis Home Insurance, underwritten by Royal & Sun Alliance Insurance plc, who are one of the UK's largest and oldest insurers.

We hope you won't need to make a claim. But, if you do, you can rest assured that you will receive excellent service from our team of claims specialists. Please see pages 25 to 26 for full details of the changes in circumstances that you need to tell us about.

We want to ensure that you understand your Home Insurance Policy and legally we need to make you aware that the information you've given us is the basis of your insurance contract with us. Your policy, including this booklet, and your Policy Schedule are evidence of that contract, so please read them carefully to ensure that the cover is exactly what you need. Please keep them in a safe place.

This page gives you a summary of some of the cover options that you may have chosen. For a full explanation of each cover, including any relevant exclusions, please see the complete section in this booklet.

Buildings Option

We'll cover you for the buildings of your home and other permanent structures on your land such as garages and outbuildings, drives, walls, fences and gates, against damage by fire, flood, subsidence and other specified causes.

Buildings Accidental Damage Option

This level of cover provides wider Accidental Damage Cover to the structure of your home (for example, damage caused by putting your foot through a ceiling), and includes accidental breakage of drains and pipes, and accidental damage to cables and underground tanks. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose. You can add Accidental Damage Cover to your core Buildings Cover.

Contents Option

We'll provide you with cover for contents in your home against loss or damage by fire, flood, storm, theft, escape of water and other specified causes.

Contents Accidental Damage Option

This level of cover provides wider Accidental Damage Cover to the contents in your home (for example, damage caused by knocking over a vase or damage to furniture), and includes accidental damage to glass in furniture, TVs, satellite, video, audio entertainment and computer equipment. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose. You can add Accidental Damage Cover to your core Contents Cover.

Personal Possessions Option

From your glasses to your laptop or your credit cards, we'll cover your personal possessions when you are at home and anywhere in the world.

Student Cover Option

We'll cover you for the contents taken away from the home by a member of your family who is studying at university, college or school.

Pedal Cycle Option

We'll cover your pedal cycles and their accessories, whether you are at home or anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean, and for up to 60 days worldwide.

Garden Option

We'll protect your plants, garden furniture, lawns and tools against loss or damage caused by fire, theft, malicious acts or vandalism and other specific causes.

Home Emergency Option

We'll provide access to advice and help with the cost of home emergency assistance. If your home is uninhabitable, we'll even cover alternative accommodation for you and your family.

Protected No Claims Discount Option

Protect your no claims discount so that in the event of a claim you will not lose the entire discount you have earned.

Identity Theft

We'll provide cover for expenses and legal fees for you or your family in the event of identity theft.

Legal Expenses Option

We'll provide access to a wide range of legal assistance, including professional mediation concerning personal injury, consumer protection, residential, employment and tax issues.

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How to contact us

<p>Customer Services</p>	<p>0330 102 2742 Lines are open Monday to Friday between 8am and 8pm, Saturday between 9am and 5pm and Sunday between 10am and 4pm.</p>	<p>John Lewis Home Insurance Centre PO Box 1360 Peterborough PE2 2QW</p> <p>Email via: www.johnlewis-insurance.com/contactus</p>
<p>Claims Helpline In the event of a claim, call us on this number.</p>	<p>0330 102 2749 Lines are open Monday to Friday between 8am and 8pm and on Saturday between 9am and 5pm.</p>	<p>John Lewis Home Claims PO Box 256 Wymondham NR18 8DQ</p> <p>If you need to make a claim, we'll tell you the process to follow. Please read the claims conditions before ringing the Claims Helpline.</p>
<p>Home Emergency Your Policy Schedule will show whether this cover has been selected.</p>	<p>0330 102 2750 Lines are open 24 hours a day, 7 days a week.</p>	<p>Please refer to your Policy Schedule, which includes details of your cover. Please read the Home Emergency Option section of your policy before you call.</p>
<p>Identity Theft This cover is administered by Arc Legal Assistance.</p>	<p>0330 102 2749 Lines are open Monday to Friday between 8am and 8pm and on Saturday between 9am and 5pm.</p>	<p>John Lewis Home Claims PO Box 256 Wymondham NR18 8DQ</p> <p>If you need to make a claim, we'll tell you the process to follow. Please also read the claims conditions before ringing the Claims Helpline.</p>
<p>Legal Expenses Your Policy Schedule will show whether this cover has been selected. In the event of a claim, call us on this number. This cover is administered by Arc Legal Assistance.</p>	<p>0330 102 2468 Lines are open Monday to Friday between 9am and 5pm. When calling the Legal Expenses Claims Line, please quote scheme reference 72804.</p>	<p>Please call for a claim form and then send it to: Arc Legal Assistance. Email: claims@arclegal.co.uk</p> <p>Please refer to your Schedule which will include details of cover. Please read the Legal Expenses Option section of your policy before you call.</p>
<p>Minicom/Type Talk</p>	<p>0800 300 836 Lines are open Monday to Friday between 8am and 8pm, Saturday between 9am and 5pm and Sunday between 10am and 4pm.</p>	<p>If you have hearing or speech difficulties, you can contact us using Minicom. This document and all of our literature is available in large print, audio or Braille. Please contact us for further assistance.</p>

<p>Your policy may give you access to the following helpline:</p>		
<p>Legal Advice Helpline Your Policy Schedule will show whether this cover has been selected. Please read the instructions opposite before making the call. We use carefully selected suppliers to provide this service.</p>	<p>0330 102 2468 When calling the Legal Advice Helpline, please quote scheme reference 72804. Lines are open 24 hours a day, 7 days a week.</p>	<p>Lawyers, paralegals and other legally qualified people are available to provide advice and explain legal issues related to any private legal problem in a friendly and helpful way.</p>

Before making a claim, you should take any immediate action that you think is necessary to reduce further loss or damage.

Please have your policy number handy when you call. While most claims can be agreed over the phone, there may be times when we will ask you to complete a claim form and provide us with further information.

Telephone calls may be recorded and monitored.

Understanding your policy

The policy is in two parts – the Policy Wording and the Policy Schedule. The Policy Wording explains what is and what is not covered, how claims are settled and other important information.

Within each section of cover, the first column will tell you what the cover includes. The second column will tell you what it does not cover.

Please read 'How we settle claims' on pages 27–28 and the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 25–26. The conditions set out the changes in circumstances that could affect your cover and when we would cancel your policy. Please take the opportunity to read the policy conditions.

The Schedule shows which sections of cover from the policy apply, the amount insured and the premium. Please keep the Policy Schedule with the Policy Wording.

A new Policy Schedule will be sent whenever a change is made to the insurance so that you can check that the cover still meets your needs.

If you have any questions, please contact us. Telephone numbers are shown on page 4.

Once you receive the Policy Wording, you have 14 days to make sure that the cover is exactly what you need. If you need to make any changes, please contact us as soon as possible.

Policy limits

The most we will pay in respect of any one claim is detailed below.

Buildings Option		The sum insured/limit shown on the Schedule
Buildings sum insured		The sum insured is up to £400,000 except for:
Locks and keys	Cover 12	£500
Alternative accommodation	Cover 13	£50,000
Legal liability defective premises	Cover 15	£2,000,000
Legal liability as owner of the property	Cover 16	£2,000,000

Buildings Accidental Damage Option		The sum insured/limit shown on the Schedule
Trace and Access	Cover 18	£5,000

Contents Option		The sum insured/limit shown on the Schedule
Contents sum insured		The sum insured is up to £50,000 except for:
Valuables in the home		£10,000
Valuables single item limit		£3,000
Business equipment		£2,000
Theft from outbuildings and garages	Cover 3 and 4	£2,000
Locks and keys	Cover 12	£500
Accidental loss of metered water, liquid petroleum gas or oil at your home	Cover 13	£500
Contents left in the open at your home	Cover 14	£2,000
Alternative accommodation	Cover 15	£10,000
Domestic staff's personal effects	Cover 16	£1,000
Freezer food	Cover 17	£500
Occupiers and personal liability	Cover 18	£2,000,000
Employers' liability	Cover 18	£10,000,000
Tenants liability	Cover 19	£10,000
Tenants improvements	Cover 20	£10,000
Unrecovered damages	Cover 21	£2,000,000
Music, film or electronic data downloads	Cover 23	£500

Contents Accidental Damage Option		The sum insured/limit shown on the Schedule
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Personal Possessions Option		The sum insured/limit shown on the Schedule
Personal Possessions sum insured		The limit shown on your Schedule, except for:
Theft from unattended motor vehicles		£2,000
Money		£500
Credit, debit, charge or cash dispenser card		£500 (in most cases, you will only be liable for the first £50 per card)
Theft from outbuildings		£2,000

Policy limits (continued)

Student Cover Option	The sum insured/limit shown on the Schedule
Student Cover total sum insured	£5,000
The following items are subject to the limits shown:	
Personal computers	£1,500
DVDs and CDs	£500
Games and game players	£500
Money	£200
Pedal cycles	£500
Credit, debit, charge or cash dispenser card	£1,000 (in most cases, you will only be liable for the first £50 per card)
Student personal effects and valuables anywhere in the world	£3,000
Maximum limit for any single item	£1,500
Pedal Cycle Option	The sum insured/limit shown on the Schedule
Pedal Cycle sum insured	The limit shown on your Schedule
Garden Option	The sum insured/limit shown on the Schedule
Garden sum insured	£5,000
Home Emergency Option	The sum insured/limit shown on the Schedule
Home Emergency sum insured	£500
Identity Theft	The sum insured/limit shown on the Schedule
Identity Theft sum insured	£50,000
The following items are subject to the limits shown:	
Administration fees spent by you to reapply for a loan	£750
Telephone and postal expenses	£250
Loss of earnings	£150 per day up to a maximum of £7,500
Fees for administrating fraud affidavits and other documents	£2,500
Legal Expenses Option	The sum insured/limit shown on the Schedule
Legal Expenses sum insured	£100,000

Words with special meanings

Some words have a special meaning in the policy and these are listed below. Whenever a word with a special meaning is used in the policy, it will be printed in **bold** type.

There are other words with special meanings listed under the Legal Expenses Option on pages 21–22. **You** should also look at these if **you** have selected this Option.

Insurance period

The period shown on **your** Policy Schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

We/our/us

Royal & Sun Alliance Insurance plc.

You/your/policyholder

The person(s) named as **policyholder** on **your** Policy Schedule.

Your family

You or any of the following people, providing they normally live with **you**:

- **your** husband, wife or partner,
- **your** children (including foster children and adopted children),
- **your** relatives,
- **your** domestic employees (person(s) employed to carry out domestic duties associated with **your** home).

Inflation protection

The sum insured under Personal Possessions shown on the Policy Schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce the sum insured or limits if the index moves down unless **you** ask **us** to.

The insurance contract

This policy is a legal contract between **you** and **us**. The Policy Wording and Policy Schedule make one document and must be read together. Please keep them together.

The contract is based on the information that **you** provided when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this Policy Wording for:

- those sections that are shown on the Policy Schedule,
- the **insurance period** set out on the Policy Schedule.

Your part of the contract is that **you** must:

- pay the premium as shown on the Policy Schedule,
- comply with all the conditions set out in this policy.

If **your** part of the contract is not met, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland), both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live or, if **you** live in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

It is important that **you** read the Changes in **your** circumstances policy condition on page 25. This details the circumstances in which **you** need to advise **us** of changes after **your** policy has been issued.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

Buildings Option

This Option sets out the cover provided for buildings. If this section has been provided, it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is included	What is not included
<p>There are two parts to the buildings:</p> <p>a) the buildings of the part of the home in which you live including its detached annexes, outbuildings, garages, sheds and greenhouses,</p> <p>b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, permanently wired fixed alarm systems, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which you live.</p> <p>Both a) and b) must be at the address shown on the Schedule.</p>	<p>Items covered under the Garden Option. These are trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment), garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues.</p> <p>Aerials or satellite receiving equipment.</p> <p>Any home used for any trade, professional or business purposes except clerical business use.</p> <p>Mobile homes.</p> <p>Any amount exceeding the Buildings sum insured shown on the Schedule and limits shown on page 5.</p>

What is covered	What is not covered
Physical damage to the buildings described above caused by the following:	The excess, this is the first part of any claim that you must pay. It applies to all covers except 11, 13 and 14–16. The excess amount is shown on your Schedule.
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
2. Storm or flood.	Damage caused by: <ul style="list-style-type: none"> • frost, • a rise in the water table (the level below which the ground is completely saturated with water). Damage to fences or gates.
3. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.	Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage. Damage to any part of the buildings by Subsidence cover 4, as a result of escaping water. The cost of removing, repairing or replacing part a) the home in which you live in order to locate the source of the escape of water or oil. Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days.
4. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslip. Subsidence means downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves. Heave means upward and/or lateral movement of the site on which the buildings stand or of the land belonging to it caused by swelling of the ground. Landslip means downward movement of sloping ground.	The first part of any claim that you must pay is shown on the Schedule as the subsidence, heave or landslip excess. Damage to part b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, permanently wired fixed alarm systems, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which you live unless part a) the home in which you live is damaged by the same cause and at the same time.

Buildings Option (continued)

What is covered	What is not covered
	<p>Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of part a) the home in which you live are damaged by the same cause and at the same time.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> • structures bedding down or settlement of newly made-up ground, • the coast or a riverbank being worn away, • or from demolition, alteration or repair to the home, • or from poor or faulty design, workmanship or materials, • sulphate reacting with any materials from which any part of the buildings is constructed.
5. Theft or attempted theft.	<p>Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days.</p> <p>Loss or damage when the home is lent, let or sub-let to anyone other than your family, unless force and violence has been used to get into or out of your home.</p>
6. Falling aerials or satellite receiving equipment, their fittings or masts.	
7. Impact involving vehicles, aircraft or anything dropped from them, or animals.	Damage by pets.
8. Falling trees or branches.	<p>Damage to fences or gates.</p> <p>The cost of removal if the fallen tree or branch has not caused damage to the buildings.</p>
9. Malicious acts or vandalism	<p>Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days.</p> <p>Loss or damage when the home is lent, let or sub-let to anyone other than your family, unless force and violence has been used to get into or out of your home.</p>
10. Riot, civil commotion.	
In addition we provide the following cover;	
<p>11. Fees and related costs necessarily incurred in repairing or replacing damaged parts of the buildings, provided the damage is covered under the policy and subject to our prior written agreement.</p> <p>We will pay for:</p> <ul style="list-style-type: none"> • architects, engineers, surveyors and legal fees, • the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the home, • the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the home are repaired or replaced. 	<p>Any fees and costs you have to pay for preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if you were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the buildings.</p>
<p>12. Locks and keys.</p> <p>Accidental damage to the locks of, or loss of the keys to, the outside doors of your home or to safes and alarms in your home.</p> <p>We will pay for the replacement of the lock mechanism or change the locks.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £500 for any one claim.</p>
<p>13. Alternative accommodation.</p> <p>The cost of alternative accommodation for your family if the home is uninhabitable as a result of damage to the buildings by covers 1–10 of the Buildings Option, plus covers of the Buildings Accidental Damage Option if it has been selected. We will pay the:</p> <ul style="list-style-type: none"> • additional cost of similar short-term accommodation including that required for any pets living with you, • rent you would have received but have lost including ground rent. 	<p>Any costs that you:</p> <ul style="list-style-type: none"> • have to pay once the home becomes habitable again, • agree to pay without our written permission. <p>The cost of alternative accommodation for anyone who is not a member of your family.</p> <p>Any costs arising from damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £50,000.</p>
<p>14. Selling the home.</p> <p>Cover when selling the buildings.</p> <p>If between the date of exchange of contracts and completion of the sale, there is damage by anything insured under covers 1–10 of the Buildings Option, the buyer shall be entitled to the benefit of this cover once the sale has been completed.</p>	<p>This cover does not apply if insurance on the buildings of the home has been arranged by or for the buyer.</p> <p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p>
<p>15. Legal liability defective premises.</p> <p>Legal liabilities which result from the ownership of any home previously occupied by you and insured by us and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as you do not have this cover under another policy.</p> <p>The most we will pay is £2,000,000, plus defence costs agreed by us in writing.</p>	<p>Any home in which you still hold legal title or have an interest.</p> <p>Any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you.</p> <p>Anything owned by or the legal responsibility of your family.</p> <p>Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you).</p>

Your John Lewis Home Insurance Policy Wording – Essential Cover

What is covered	What is not covered
	Liability arising from: <ul style="list-style-type: none"> any employment, trade, profession or business of any of your family, The Party Wall etc. Act 1996. Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement. Liability covered by any other policy.
16. Legal liability as owner. The legal liability of your family as owner of the buildings and land belonging to it, to pay damages and costs to others which arise from any single event occurring during the insurance period which results in: <ul style="list-style-type: none"> accidental death, disease, illness or accidental physical injury to anyone, accidental damage to physical property. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose. The most we will pay is £2,000,000, plus defence costs agreed by us in writing.	Anything owned by or the legal responsibility of your family . Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you). Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. Liability arising from: <ul style="list-style-type: none"> any employment, trade, profession or business of any of your family, The Party Wall etc. Act 1996. Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement. Liability covered by any other policy.

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2749**.

You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Buildings Accidental Damage Option

This Option sets out the cover provided for buildings accidental damage. If this section has been provided, it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is covered	What is not covered
17. Accidental damage to buildings. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.	The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage when the home is lent, let or sub-let to anyone other than your family . Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days. Damage caused by: <ul style="list-style-type: none"> water entering the home other than by storm or flood, mechanical, electrical or electronic fault or breakdown, the coast or a riverbank being worn away, sulphate reacting with any materials from which your home is built. Damage caused by or from: <ul style="list-style-type: none"> poor or faulty design, workmanship or materials, subsidence, heave, landslip, structures bedding down or settlement of newly made-up ground, demolition, alteration or repair. Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.
18. Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to or from your home, for which your family is legally responsible. If following a blockage, normal methods of releasing a blockage between the main sewer and your home are unsuccessful, we will pay the cost of breaking into and repairing the pipe. Trace and access We will also pay for necessary costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.	The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days. Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings. Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to your home. Damage caused by or from poor or faulty design, workmanship or materials. Damage caused by sulphate reacting with any materials from which any part of the buildings is constructed. The most we will pay for any one claim for trace and access is £5,000.

Buildings Accidental Damage Option (continued)

What is covered	What is not covered
19. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home.	The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days. The replacement cost of any part of the item other than the broken glass.
How to make a claim	
If you wish to claim under this Option, please contact us on 0330 102 2749 . You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.	

Contents Option

This Option sets out the cover provided for contents. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is included	What is not included
<p>All of the following are included (as long as they belong to you or your family, or you or they are legally responsible for them and, with the exclusion of business equipment, that they are used for private purposes):</p> <p>Household goods This means the things that you keep in the home, that you use to furnish the home and which normally stay at home. If you were to move home, you would normally take these items with you: for example, furniture, curtains, blinds, cushions, rugs, throws, lamps, linen, pots and pans, plates, cutlery, crockery, freestanding white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines. This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal effects This means clothes and articles of a strictly personal nature that are likely to be worn, used or carried. For example, mobile phones and sports equipment.</p> <p>Valuables This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which include video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Business equipment This means computers and ancillary equipment (excluding data) and equipment used for business, trade or profession, but excludes money and business stock.</p>	<p>Any amount exceeding the limits shown on the Schedule and on page 5. Motor vehicles and children's motor vehicles, whether licensed for road use or not, mechanically propelled or assisted vehicles other than pedestrian controlled vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached. Fixtures and fittings apart from tenants' fixtures, fittings and interior decorations. Any living creature. Loss or damage to documents. Documents are deeds, bonds and securities. Loss of money. Money means: Current bank notes and coins, stamps, cheques, electronic pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon and retail vouchers and season or travel tickets that are owned by your family or are your family's responsibility under contract. You or your family's liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you. Items covered under the Garden Option. These are trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment), garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. The most we will pay for business equipment is £2,000.</p>

What is covered	What is not covered
Loss or damage to contents in the home at the address shown on the Schedule including contents in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following:	The excess, this is the first part of any claim that you must pay. It applies to all covers except 18 and 21. The excess amount is shown on your Schedule.
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
2. Storm or flood.	Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).
3. Theft or attempted theft using force and violence to get into or out of your home.	Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse. Loss or damage when the home in which you live has not been lived in by your family for more than 60 consecutive days.

Your John Lewis Home Insurance Policy Wording – Essential Cover

What is covered	What is not covered
4. Theft or attempted theft not using force and violence to get into or out of your home.	Loss or damage while: <ul style="list-style-type: none"> the home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of the home, the home in which you live has not been lived in by your family for more than 60 consecutive days, your home is used to receive any visitors or paying guests in connection with any trade, profession or business. Loss by deception unless the only deception was someone tricking their way into your home. Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. Loss of money.
5. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	Damage to the appliance or system which the water or oil escapes from. The cost of replacing the water or oil that has escaped. Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days.
6. Malicious acts or vandalism.	Loss or damage when the home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of the home. Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days.
7. Riot, civil commotion.	
8. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslip. Subsidence means downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves. Heave means upward and/or lateral movement of the site on which the buildings stand or of the land belonging to it caused by swelling of the ground. Landslip means downward movement of sloping ground.	Loss or damage caused by: <ul style="list-style-type: none"> solid floors moving unless the foundations of the outside walls of the home are damaged by the same cause and at the same time, structures bedding down or settlement of newly made-up ground, the coast or a riverbank being worn away, or from demolition, alteration or repair to the home, or from poor or faulty design, workmanship or materials.
9. Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
10. Falling trees or branches.	
11. Falling aerials or satellite receiving equipment, their fittings or masts.	
In addition we provide the following cover;	
12. Locks and keys. Accidental damage to the locks of, or loss of the keys to, the outside doors of your home or to safes and alarms in your home. We will pay for the replacement of the lock mechanism or change the locks. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.	Loss or damage by any process of repair or restoration. Damage to locks caused by mechanical, electrical or electronic fault or breakdown. Any amount exceeding £500 for any one claim.
13. Accidental loss of metered water, liquid petroleum gas or oil at your home.	Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days. Loss or damage by any cover listed in the Contents Option and which is specifically excluded under that cover. Any amount exceeding £500.
14. Contents in the open Loss or damage to the contents by covers a) to h) below while in the open on the land belonging to the home at the address shown on your Schedule, caused by:	Any amount exceeding £2,000.
a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
b) Storm or flood.	
c) Riot, civil commotion.	
d) Malicious acts or vandalism.	Loss or damage if the home has not been lived in by your family for more than 60 consecutive days. Loss or damage when the home is lent, let or sub-let to anyone other than your family .

Contents Option (continued)

What is covered	What is not covered
e) Theft or attempted theft.	Loss or damage if the home has not been lived in by your family for more than 60 consecutive days. Loss or damage when the home is lent, let or sub-let to anyone other than your family . Loss or damage while the home is used to receive visitors or paying guests in connection with your business. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. Loss of money. Loss by deception unless the only deception was someone tricking their way into your home.
f) Falling trees or branches.	
g) Falling aerials or satellite receiving equipment, their fittings or masts.	
h) Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
15. Alternative accommodation. The cost of alternative accommodation for your family if the home is uninhabitable as a result of damage to the contents by covers 1–13 and 16 of this Option plus covers of the Contents Accidental Damage Option if it has been selected; we will pay the: <ul style="list-style-type: none"> • additional cost of similar short-term accommodation including that required for any pets living with you, • cost of temporary storage of the contents. If you are a tenant this cover will be provided as long as no other insurance covers this loss.	Any costs your family would have to pay once your home becomes habitable again. Any costs you agree to pay without our written permission. The cost of alternative accommodation for anyone who is not a member of your family . Any costs arising from loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover. We won't pay more than £10,000 for any one claim.
16. Domestic staff's personal effects. Loss or damage by causes 1–11 to domestic staff's personal effects contained within your home.	Loss or damage which is specifically excluded under covers 1–11. We won't pay more than £1,000 for each member of domestic staff for any one claim.
17. Freezer food. The cost of replacing food in a freezer in the home that has been spoiled by an accidental change in temperature.	Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to the home. Frozen food solely used for business, trade, profession or employment purposes. We won't pay more than £500 for any one claim.
18. Legal liability. The personal legal liability of your family : <ul style="list-style-type: none"> • as occupier of the home and its land, • as individuals, • as an employer to any of your family's domestic employees, to pay damages and costs to others which arise from any single event occurring during the insurance period which results in: <ul style="list-style-type: none"> • accidental death, disease, illness or accidental physical injury to anyone, • accidental damage to physical property. The most we will pay is £2,000,000, except where there is accidental bodily injury to a domestic employee where the most we will pay is £10,000,000. We will also pay defence costs agreed by us in writing. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.	Anything owned by or the legal responsibility of your family . Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you). Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. Liability arising from: <ul style="list-style-type: none"> • any employment, trade, profession or business of any of your family, • any of your family passing on any disease or virus, • the ownership or use of any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs or similar electric scooters specifically designed for the disabled or infirm), whether licensed for road use or not, any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models), gliders, hang-gliders, caravans or trailers, • any of your family owning land or buildings, • The Party Wall etc. Act 1996. Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement. Liability covered by any other policy.
19. Tenants liability. If you are legally liable under the terms of your tenancy agreement (not as owner, leaseholder or landlord) for damage to the home we will provide covers 1–11 of the Buildings Option.	Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover. Any amount exceeding £10,000.
20. Tenants improvements. Damage by covers 1–11 of the Buildings Option to fixed improvements and fixed internal decorations which you have added as a tenant of the home.	Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover. Any amount exceeding £10,000.

Your John Lewis Home Insurance Policy Wording – Essential Cover

What is covered	What is not covered
<p>21. Unrecovered damages. We will pay the amount of any award of damages made in your or your family's favour which:</p> <p>a) is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to a claims payment under liability to the public had you or your family been responsible for the injury or damage,</p> <p>b) is made by a court within the United Kingdom, Isle of Man or Channel Islands,</p> <p>c) is still outstanding 6 months after the date on which it is made,</p> <p>d) is not the subject of an appeal.</p>	<p>We won't pay more than £2,000,000 in respect of any one award.</p>
<p>22. Accidental loss or damage while a professional removal firm is moving your contents from your home directly to your new permanent home in the British Isles. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose. If you are not using a professional removal firm please contact us on 0330 102 2742 to arrange this cover.</p>	<p>The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage by mechanical, electrical or electronic fault or breakdown. Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers. Loss or damage while your contents are in storage or being moved to or from storage. Loss of money.</p>
<p>23. Music, film or electronic data downloads. The cost of replacing non-recoverable music, film or electronic data legally downloaded by your family, from a legitimate website following loss or damage to your contents.</p>	<p>The cost of remaking or recreating any non-recoverable music, film or electronic data. Any data not commercially available at the time of loss. Any amount exceeding £500.</p>

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2749**.
You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Contents Accidental Damage Option

This Option sets out the cover provided for contents accidental damage. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is covered	What is not covered
<p>24. Accidental damage or loss to contents while in your home. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage if the home has not been lived in by your family for more than 60 consecutive days. Loss or damage when the home is lent, let or sub-let to anyone other than your family. Deterioration of food. Damage by:</p> <ul style="list-style-type: none"> • water entering the home other than by storm or flood, • mechanical, electrical or electronic fault or breakdown, • any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.
<p>25. Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment while in your home. Audio entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, tapes, discs, CDs, DVDs and computer games. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. Loss or damage when the home is lent, let or sub-let to anyone other than your family. Damage by water entering your home other than by storm or flood. Damage by mechanical, electrical or electronic fault or breakdown. Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it.</p>
<p>26. Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of the furniture in the home.</p>	<p>The excess, this is the first part of any claim that you must pay. The excess amount is shown on your Schedule. The replacement cost of any part of the item other than the broken glass. Loss or damage when the home is lent, let or sub-let to anyone other than your family.</p>

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2749**.
You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Personal Possessions Option

This Option sets out the cover provided for personal possessions. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is included	What is not included
<p>All of the following are included provided that they belong to you or your family or you or your family are legally responsible for them and they are used for private purposes.</p> <p>Personal possessions This means clothing when taken away from the home, jewellery, watches and personal items which your family normally wear or carry, sports or camping equipment and their accessories, wheelchairs or electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use, which are all owned by your family or are your family's responsibility under contract.</p> <p>Money Current bank notes and coins, stamps, cheques, electronic pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon and retail vouchers and season or travel tickets, which are owned by your family or are your family's responsibility under contract.</p> <p>Credit, debit, charge or cash dispenser cards Credit, debit, charge or cash dispenser cards, all issued in the British Isles, which are owned by your family or are your family's responsibility under contract.</p> <p>If a reduced premium rate applies for items permanently kept in your bank, we must be told prior to you removing them, otherwise they won't be covered.</p>	<p>Anything used solely for trade, professional or business purposes. Motor vehicles and children's motor vehicles, whether licensed for road use or not, mechanically propelled or assisted vehicles other than pedestrian controlled vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them, whether attached or detached. China, glass, pottery and any other items of a similar nature which are fragile. Trailer tents. Any living creature. Any amount exceeding the Personal Possessions sum(s) insured shown on the Schedule and limits on page 5. Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse. Money does not include:</p> <ul style="list-style-type: none"> • promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection, • money used or held for any trade, professional or business purposes. <p>Credit, debit, charge or cash dispenser cards does not include store loyalty cards or credit cards used or held for any trade, professional or business purposes. Loss or damage to personal possessions and money, while they are in the custody or control of any member of your family who is living away from the home while studying at university, college or school. The most we will pay for money is £500. The most we will pay for Credit, debit, charge or cash dispenser cards is £500 (in most cases, you will only be liable for the first £50 per card).</p>

What is covered	What is not covered
<p>1. Loss or damage to personal possessions or money belonging to you or your family while anywhere in the world.</p>	<p>The excess, this is the first part of any claim that you must pay. Loss or damage from the cost of remaking any film, disc or tape or the value of any information contained on it. Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> • someone aged 16 or over was in the motor vehicle, or • the motor vehicle was securely locked, and • force and violence were used to get into the motor vehicle, and • the items stolen were out of sight in a locked boot or closed compartment. <p>Any amount exceeding £2,000 for items left in an unattended motor vehicle. Loss or damage to items not in the care, custody or control of you or your family or an authorised person. Loss or damage caused by theft or attempted theft from an unlocked hotel room. Loss or damage caused by mechanical or electrical breakdown or failure. Loss or damage to documents. Loss or damage where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. Loss or damage specifically provided for elsewhere in this policy. Loss or damage to computers or computer equipment:</p> <ul style="list-style-type: none"> • by erasure or distortion of data, • by accidental erasure or mislaying or misfiling of documents or records, • by contamination. <p>Loss or damage while the home in which you live has not been lived in by your family for more than 60 consecutive days. Loss or damage in your home by theft, malicious acts or vandalism when your home is:</p> <ul style="list-style-type: none"> • lent, let or sub-let to anyone other than your family, • used to receive visitors or paying guests in connection with any business, <p>unless force and violence is used to get into or out of your home. Loss of or damage to pedal cycles. Loss or damage caused by water entering the home other than from a storm or flood.</p>

Your John Lewis Home Insurance Policy Wording – Essential Cover

What is covered	What is not covered
<p>2. Credit, debit, charge or cash dispenser cards. Cover for losses where you card provider charges you up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a lost or stolen credit, debit, charge or cash dispenser card.</p> <p>Do not forget to inform the police and the bank or credit card provider as soon as possible in the event of a loss.</p>	<p>Any loss or claim:</p> <ul style="list-style-type: none"> • unless you and your family have complied with the terms and conditions of the issuing authority, • due to errors or omissions in receipts, payments or accountancy, • incurred by any member of your family who is living away from home while studying at university, college or school. • use of credit, debit, charge or cash dispenser cards by any of your family without the permission of any authorised cardholder • there is no excess payable for credit, debit, charge or cash dispenser cards. • in most cases, you will only be liable for the first £50 per credit, debit, charge or cash dispenser card.

How to make a claim
<p>If you wish to claim under this Option, please contact us on 0330 102 2749. You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.</p>

Student Cover Option

This Option sets out the cover provided for student contents away from the home, while studying at university, college or school. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is included	What is not included
<p>As long as the contents belong to you or your family or you or your family are legally responsible for them and, with the exclusion of business equipment, they are used for private purposes.</p> <p>Household goods This means the things that you keep in the home, that you use to furnish the home and which normally stay at home. If you were to move home, you would normally take these items with you: for example, furniture, curtains, blinds, cushions, rugs, throws, lamps, linen, pots and pans, plates, cutlery, crockery, freestanding white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines. This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal effects This means clothes and articles of a strictly personal nature that are likely to be worn, used or carried. For example, mobile phones and sports equipment.</p> <p>Valuables This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which include video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Money Current bank notes and coins, stamps, cheques, electronic pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon and retail vouchers and season or travel tickets that are owned by your family or are your family's responsibility under contract.</p> <p>Credit, debit, charge or cash dispenser cards Credit, debit, charge or cash dispenser cards, all issued in the British Isles, which are owned by your family or are your family's responsibility under contract.</p> <p>Business equipment This means computers and ancillary equipment (excluding data) and equipment used for business, trade or profession, and includes stock but excludes money.</p> <p>Documents This means deeds, bonds or securities. A security is defined as any document or certificate which is proof of money owed to any of your family.</p>	<p>Any amount exceeding the limits shown on the Schedule and on page 6.</p> <p>Motor vehicles and children's motor vehicles, whether licensed for road use or not, mechanically propelled or assisted vehicles other than pedestrian controlled vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them, whether attached or detached.</p> <p>Fixtures and fittings apart from tenants' fixtures, fittings and interior decorations.</p> <p>Any living creature.</p> <p>Money does not include:</p> <ul style="list-style-type: none"> • promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection, • money used or held for any trade, professional or business purposes. <p>Credit, debit, charge or cash dispenser cards does not include store loyalty cards or credit cards used or held for any trade, professional or business purposes.</p> <p>Pedal cycle does not include any motorised pedal cycles.</p>

Student Cover Option (continued)

What is included	What is not included
<p>Pedal cycle Any pedal cycle and its accessories that is owned by your family or is your family's responsibility under contract.</p> <p>Under the Student Cover the most we will pay for any one claim is £5,000. Included within the £5,000:</p> <ul style="list-style-type: none"> computers, including notebooks, laptops, desktop computers and palm tops, fax machines, printers, electronic data downloads and film downloads – limit is £1,500 in total, business equipment – limit is £500 in total, games and game players, including hand held consoles – limit is £500 in total, DVDs, CDs, video tapes, records and cassettes – limit is £500 in total, pedal cycle – limit is £500, money – limit is £200, Credit, debit, charge or cash dispenser cards – limit is £1,000 (in most cases, you will only be liable for the first £50 per card). <p>The maximum limit is £1,500 for any one item.</p>	

What is covered	What is not covered
<p>1. Loss or damage to your household goods, business equipment and documents caused by covers a)–i) while they are moved temporarily away from the home to a building or residence where your family lives while studying at university, college or school within the British Isles.</p>	<p>The excess, this is the first part of any claim that you must pay.</p>
a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
b) Storm or flood.	Loss or damage to any household goods, business equipment and documents in the open.
c) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	
d) Riot, civil commotion.	
e) Malicious acts or vandalism.	
f) Theft or attempted theft using force and violence to get into or out of the building or residence where your family lives while studying at university, college or school within the British Isles.	Loss of or damage to any household goods, business equipment and documents in the open.
g) Falling trees or branches.	
h) Falling aerials or satellite receiving equipment, their fittings or masts.	
i) Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
In addition, we provide cover for the following:	
<p>2. Loss or damage to your household goods, business equipment and documents while being moved directly to or from the home to a building or residence where your family lives while studying at university, college or school within the British Isles.</p>	<p>The excess, this is the first part of any claim that you must pay. Loss or damage by mechanical, electrical or electronic fault or breakdown. Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers. Loss or damage while your household goods, business equipment and documents are in storage or being moved to or from storage.</p>
<p>3. Loss or damage to pedal cycles while in the possession of any of your family while studying at university, college or school in the British Isles when:</p> <p>a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean,</p> <p>b) anywhere in the world for up to 60 days during any insurance period as shown on your Schedule.</p>	<p>The excess, this is the first part of any claim that you must pay. Any amount exceeding £500. Loss or damage to any pedal cycle left unattended in a public place unless the pedal cycle is locked to an object that cannot be moved. Loss by deception unless the only deception was someone tricking their way into the buildings or residence where your family lives. Any motorised pedal cycle.</p>

Your John Lewis Home Insurance Policy Wording – Essential Cover

What is covered	What is not covered
<p>4. Loss or damage to personal effects, valuables and money while in the possession of any of your family while studying at university, college or school when:</p> <p>a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean,</p> <p>b) anywhere in the world for up to 60 days during any insurance period as shown on your Schedule.</p>	<p>The excess, this is the first part of any claim that you must pay. Loss or damage:</p> <ul style="list-style-type: none"> by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies, caused by theft or attempted theft from an unlocked hotel room. <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> someone aged 16 or over was in the motor vehicle, or the motor vehicle was securely locked, and force and violence were used to get into the motor vehicle, and the items stolen were out of sight in a locked boot or closed compartment. <p>Loss by deception unless the only deception was someone tricking their way into the buildings or residence where your family lives. Loss of value or loss due to errors or omissions in receipts, payments or accountancy. Loss of money not reported to the police within 24 hours of discovery. The most we will pay for personal effects and valuables in total is £3,000 and for any one item is £1,500. The most we will pay for money in total is £200.</p>
<p>5. Credit, debit, charge or cash dispenser cards. Cover for losses where your card provider charges you up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a lost or stolen credit, debit, charge or cash dispenser card.</p> <p>Do not forget to inform the police and the bank or credit card provider as soon as possible in the event of a loss.</p>	<p>Any loss or claim:</p> <ul style="list-style-type: none"> unless your family have complied with the terms and conditions of the issuing authority, due to errors or omissions in receipts, payments or accountancy, incurred by any member of your family who is not living away from home while studying at university, college or school. use of credit, debit, charge or cash dispenser cards by any of your family without the permission of any authorised cardholder there is no excess payable for credit, debit, charge or cash dispenser cards. in most cases, you will only be liable for the first £50 per credit, debit, charge or cash dispenser card.

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2749**.
You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Pedal Cycle Option

This Option sets out the cover provided for pedal cycles. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

What is included	What is not included
Any pedal cycle and its accessories, owned by your family or which is your family's responsibility under contract.	Pedal cycle does not include any motorised pedal cycles.

What is covered	What is not covered
<p>Loss of or damage to pedal cycles while in the possession of any of your family when:</p> <p>a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean,</p> <p>b) anywhere in the world for up to 60 days during any insurance period as shown on your Schedule.</p>	<p>The excess, this is the first part of any claim that you must pay. Any amount exceeding the limits shown on the Schedule. Loss or damage:</p> <ul style="list-style-type: none"> to any pedal cycle left unattended in a public place unless the pedal cycle is locked to an object that cannot be moved, to any pedal cycle, from the home, if the home has not been lived in by your family for more than 60 consecutive days. <p>Loss by deception unless the only deception was someone tricking their way into your home. Loss of or damage to pedal cycles, while they are in the possession of any member of your family who is living away from the home while studying at university, college or school.</p>

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2749**.
You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Garden Option

This Option sets out the cover provided for the garden. If this section has been provided it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

If this Option is selected and is shown as included on the Schedule and if the Contents Accidental Damage Option is also selected and is shown as included on the schedule, **we** will automatically add Accidental Damage Cover for the items covered in the Garden Option.

What is included	What is not included
Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment), garden furniture and removable items that are normally used in the garden, including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues, which are all owned by your family or are your family's responsibility under contract.	Items covered under the Buildings, Contents, Personal Possessions, Student Cover and Pedal Cycle Options. Accidental damage unless the Contents Accidental Damage Option has been selected. Motor vehicles and children's motor vehicles, whether licensed for road use or not, mechanically propelled or assisted vehicles (other than garden machinery) or parts or accessories for any of them, whether attached or detached. Anything used for trade, professional or business purposes. The most we will pay for any one claim is £5,000.

What is covered	What is not covered
Loss or damage to the garden and items in the garden at the address shown on the Schedule including items in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following:	The excess, this is the first part of any claim that you must pay. It applies to covers 1–10 and is shown on the Schedule. Any amount exceeding the limit shown on the Schedule. Loss or damage if: <ul style="list-style-type: none"> the home has not been lived in by your family for more than 60 consecutive days, anyone who is not a member of your family is living in the home. Both of the above only apply to covers 4 and 5.
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
2. Storm or flood.	Damage to trees, shrubs, plants, hedges and lawns.
3. Riot, civil commotion.	
4. Malicious acts or vandalism.	
5. Theft or attempted theft.	Loss or damage if the home and/or garden are used to receive visitors or paying guests in connection with your trade, profession or business.
6. Falling trees or branches.	Damage to shrubs, plants, hedges and lawns.
7. Falling aerials or satellite receiving equipment, their fittings or masts.	
8. Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
9. Accidental damage. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose. This cover only applies if the Contents Accidental Damage Option has been selected.	Damage to trees, shrubs, plants, hedges and lawns. Damage while anyone who is not a member of your family lives in the home, unless we have agreed to provide the Contents Accidental Damage Option and this cover is shown as insured on the Schedule. Damage by mechanical, electrical or electronic fault or breakdown. Any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover.
In addition, we provide the following cover:	
10. We will pay for the re-landscaping of your garden at the home as a result of damage by the emergency services.	Loss or damage by any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover except for damage to trees, plants, shrubs, hedges and lawns.

How to make a claim
If you wish to claim under this Option, please contact us on 0330 102 2749 . You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Home Emergency Option

This Option sets out the cover provided for home emergency. If this section has been provided, it will be shown on the Policy Schedule as included unless the Schedule states 'Not insured under this policy'.

A full description of the specific emergency situations covered are outlined in covers 1-7 in this Option.

In the event of an emergency at your home which;

- makes the home unsafe or insecure for **you**;
- causes damage to **your** home or its contents;
- or results in the home losing its main source of heating, lighting or water (hot or cold).

We will pay the following costs for work undertaken at the address shown on the schedule;

- temporary repair to resolve emergency situations
- parts
- call out charges

Work must be undertaken by a tradesperson who is approved and instructed by **us** and is competent to provide domestic repair services appropriate to the situation. Payments will be made directly to **our** contractor.

The Home Emergency Option does not cover everything which **you** might regard as an emergency. For example **we** do not cover:

- Normal day-to-day household maintenance of the home, system(s) or facility or repairs which need to be carried out periodically, such as descaling water pipes or curing leaking taps.
- Any incident not reported to **us** immediately upon discovery.
- Repairs which are made by anyone other than the tradesperson authorised by **us**.
- Any subsequent repairs for the same damage or system.
- Any repair arising from circumstances known to **you** before **you** asked **us** to provide cover.
- Costs incurred without **our** agreement.
- Land belonging to the home.
- Garages (unless integral to the home), sheds, greenhouses and any other outbuilding which is not designed to be permanently lived in.
- Gas leaks other than under cover 7.
- Permanently replacing or removing paths or driveways in order to deal with the emergency.
- Any system, equipment or facility having reached the end of its expected working life and any damage this may have caused.
- Any heating system or equipment not installed or repaired correctly by an authorised tradesman (approved by a regulatory body).
- Any heating system not operated in accordance to manufacturer's instructions. Any equipment which has been the subject of a manufacturer recall, unless the recall advice was followed, and any changes required were implemented.
- Domestic appliances.
- Loss or damage while the home in which **you** live has not been lived in by **your family** for more than 60 consecutive days.
- Loss or damage while the home is lent, let or sub-let to anyone other than **your family**.
- Any loss, expenses or costs of any kind that are not directly caused by the event that led to **your** claim.
- Any home used for any trade, professional or business purposes except clerical business.
- Any amount exceeding the sum insured shown on the Schedule.
- The most **we** will pay for any one claim including the cost of the repair, parts, call-out charges, alternative accommodation and VAT is up to £500.

What is covered	What is not covered
We will pay the cost of a temporary repair to prevent the emergency situation, parts and call-out charges for:	
1. Repairs necessary to restore the service or prevent further damage to the home as a result of failure or damage to the plumbing or drainage system.	Cesspits, septic tanks and associated fittings. Any mains service which is the responsibility of a public service company. Shared drainage facilities, except on the land belonging to the home. Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain. Descaling and any work arising from hard water scale deposits. Escape of water outside of the home, which is not causing damage to the interior of the home or its contents.
2. Loss of heating or hot water as a result of complete failure or breakdown of the primary heating system of the home.	Boilers over 15 years old. Any boiler with an output of 60kW or more. The cost of repairing a boiler that is beyond economical repair. Beyond economical repair is where the cost of repairing your boiler would be more than the cost of replacing the boiler (including installation) with one of the same or similar make or model to your boiler. The cost of replacing the heating system. Failure of the electricity and/or gas supplies as a result of: <ul style="list-style-type: none"> • industrial action by a public service company, • the electricity and/or gas supply being deliberately or accidentally cut or turned off. Failure or breakdown of a component which affects only the efficiency of the primary heating system. Any loss or damage caused as a result of the lack of fuel. Where the primary heating system has not been inspected or serviced by a qualified person within 15 months of the last service and carried out by an authorised tradesman (approved by a regulatory body). Proof will be required. Descaling and any work arising from hard water scale deposits. Any mains service which is the responsibility of a public service company. Damage to radiators. However, we will pay to isolate leaking radiators.

Home Emergency (continued)

What is covered	What is not covered
2. (cont.)	Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain. Removing asbestos, unless necessary to undertake insured repair.
3. Complete failure of the electricity supply within the home.	Failure of the electricity as a result of: <ul style="list-style-type: none"> • industrial action by a public service company, • the electricity supply being deliberately or accidentally cut off. Any mains service which is the responsibility of a public service company.
4. Removing rats, mice or squirrels or the treatment and removal of wasps' nests that occur inside the home or are attached to the main structure of the home.	Damage outside of the home, which is not causing damage to the interior of the home or its contents. We will not pay for more than two incidents in any one insurance period .
5. Securing the home as a result of damage to or breakage to the frame or glazing of the outside doors or windows of the home which leaves the home unsafe or insecure.	Damage caused deliberately by your family .
6. Repairs necessary to make the roof of the home watertight and prevent further damage. Please be aware that we must ensure that it is safe for the tradesperson to carry out the necessary repairs. This may not be possible in some adverse weather conditions.	The cost of replacing flat roofs.
In addition, you are covered for the following:	
7. The cost of overnight accommodation for your family including that required for any pets normally living with you , if we agree that the home cannot be lived in.	The cost of overnight accommodation for anyone who is not a member of your family .

Call **our** 24-hour emergency helpline on the number shown on the Schedule after taking any immediate action that **you** think is necessary to protect the home from further damage, such as switching off the gas, electricity or water. **We** have a team of tradespeople on hand to carry out urgent repairs 24 hours a day, 7 days a week.

How to make a claim

If **you** wish to claim under this Option, please contact us on **0330 102 2750**.

You should also read the policy exclusions on page 28 and the policy and claims conditions on pages 25–27.

Protected No Claims Discount Option

No claims discount is earned on **your** policy. The no claims discount will increase by one year for each year in which **you** have not made a claim up to the maximum number of years allowable.

You can choose whether or not to protect **your** no claims discount so that in the event of a claim **you** will not lose the entire discount that **you** have earned. **Your** Policy Schedule will show whether **you** have chosen this Option and also how many years of no claims discount apply to **your** policy.

Any claims under the Buildings, Buildings Accidental Damage, Contents, Contents Accidental Damage, Personal Possessions, Student Cover, Pedal Cycle or Garden Options will affect **your** no claims discount.

Any claims under the Home Emergency, Legal Expenses and Identity Theft Options will not affect **your** no claims discount. Credit, debit, charge or cash dispenser cards claims will not affect **your** no claims discount.

If you choose to protect your no claims discount	If you do not choose to protect your no claims discount
You can make one claim in a three-year period and your no claims discount will not be reduced. For any second or subsequent claim in a three-year period, your no claims discount will be reduced by two years for each claim.	For each claim that you make in an insurance period , your no claims discount will be reduced by three years.

Once **your** no claims discount has been reduced or removed, it will subsequently increase by one year for each year that **you** do not make a further claim.

Identity Theft

This section sets out the cover that **we** provide for cases of identity theft.

What is covered	What is not covered
<p>We will cover you or your family for the following expenses arising as a result of identity fraud:</p> <ol style="list-style-type: none"> Administration fees spent by you or your family when you or your family reapply for a loan following rejection due to incorrect information supplied by a credit reference agency. The most we will pay for an incident in this respect is £750. Sums spent by you or your family for telephone and postal expenses for correspondence with financial institutions, credit agencies, law enforcement agencies or the police. The most we will pay for an incident in this respect is £250. Loss of earnings as a result of you or your family having to take time off work to meet with financial institutions, credit agencies, law enforcement agencies or the police. The most we will pay for an incident in this respect is £150 per day up to a total of £7,500. Fees for administering and notarising fraud affidavits or similar documents for financial institutions or credit agencies required to evidence the occurrence of identity fraud. The most we will pay for an incident in this respect is £2,500. Legal fees which we have agreed to pay for the following: <ol style="list-style-type: none"> the defence of a claim against you or your family by a financial institution the removal of any incorrect court judgements made against you or your family challenging the accuracy of any information in a credit reference report relating to you or your family. 	<p>Any legal fees you or your family pay or agree to pay without our written permission.</p> <p>Any loss resulting from your or any of your family's employment, business or professions.</p> <p>Any claim arising which happens outside the insurance period.</p> <p>Any expenses incurred due to any fraudulent, dishonest or criminal act by you or your family or any person acting with you or your family, whether acting alone or in collusion with others.</p> <p>Any amount exceeding £50,000 in total for any one incident.</p>

How to make a claim
<p>If you wish to claim under this Option, please contact us on 0330 102 2749.</p> <p>You must contact the Identity Theft Helpline before you pay or agree to pay any costs.</p> <p>We have appointed Arc Legal Assistance to administer Identity Theft on our behalf, including the administration of claims.</p> <p>You should also read the exclusions and the claims conditions under the Legal Expenses Option on pages 24–25 and the claims conditions on pages 26–27 and the policy exclusions on page 28.</p>

Legal Expenses

This section explains the cover that **we** provide for **legal expenses** up to £100,000 for **any one claim** unless **your** Schedule states 'Not insured under this policy'.

This Option provides **you** with access to a wide range of effective solutions, including professional mediation, that are designed to address **your** individual circumstances.

The cover at a glance:

- personal injury,
- consumer protection,
- residential,
- employment,
- tax.

If you need legal advice

If **you** or **your family** need legal advice on any personal or domestic matter or are unsure of the best way forward, just call **our** Legal Advice Helpline on the number shown on page 4 for expert advice and guidance at any time of the day or night.

If you think you might have a claim

If anything happens that might lead to a **legal expenses** claim, please call **us** for a claim form on 0330 102 2468 as soon as possible.

Completed forms should be sent to

Arc Legal Assistance.

Email: claims@arclegal.co.uk

Address: Arc Legal Assistance,
The Gatehouse,
Lodge Park,
Lodge Lane,
Colchester,
CO4 5NE

Words with special meanings

This part of the policy sets out the words that have special meanings. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in this Option.

There are other words with special meanings listed on page 6 and **you** should also look at these.

Any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

Arbitration

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

Court

A **court** or other appropriate authority.

Disbursements

Money that **your** solicitor has spent on **your** behalf in dealing with **your** case. These amounts are different from **your** solicitor's own fees and will be shown as a separate item on **your** solicitor's bill.

Expert witness

A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

Legal Expenses (continued)

Full enquiry

Action taken by HM Revenue and Customs (HMRC) following a notice issued under Section 9A of the Taxes Management Act 1970 saying that they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry', which involves examining and considering all areas of **your** tax affairs in detail.

Goods

Items that **you** own or for which **you** are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes.

Household

You, your husband, wife, **partner**, children, parents and relatives who all normally live with **you** at **your** home.

Insurer

Royal & Sun Alliance Insurance plc.

Legal expenses

Your representative's fees, costs and **disbursements** which **we** have agreed or the costs of any other people involved in the legal **proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **we** have agreed. This does not include any damages, fines or penalties that **you** have to pay.

Legal proceedings

Legal action in a civil **court** to protect **your** rights in a dispute.

Partner

A person **you** have a continuous relationship with who lives with **you** at **your** home.

Representative

The solicitor or other suitably qualified person appointed to act for **you**.

Territorial limits

Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean.

We, us, our

Arc Legal Assistance, a third party provider approved by Royal & Sun Alliance plc., which handles claims on behalf of the **insurer**.

You, your

The person named as **policyholder** on **your** Schedule and members of **your household**.

What is covered

We will provide the following cover for **legal expenses** up to £100,000 for **any one claim** unless **your** Schedule states 'Not insured under this policy'.

You must have told **us** about the claim within 6 months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

The cause of the action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**.

A. Personal injury

What is covered	What is not covered
The cost of you taking legal proceedings against another person or organisation as a result of an event which causes your death or bodily injury.	Anything that is excluded on pages 23–24 of this policy. Any illness or injury which happens gradually or is not caused by a sudden or specific accident. Any illness or injury which arises from or relates to the actual or alleged negligence or recklessness of a medical practitioner. Defending civil legal proceedings that are connected with: <ul style="list-style-type: none"> • death, disease or illness of or bodily injury to anyone, • loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.) Any claim to do with your use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for your death or bodily injury which happened while you were a passenger in a motor vehicle). Any claim where the amount in dispute is less than £250.

B. Consumer protection

What is covered	What is not covered
1. The cost of you taking legal proceedings against another person or organisation as a result of: <ol style="list-style-type: none"> a dispute over a contract for buying, selling or renting goods or services, a person or organisation breaking the requirements of Part II, Section 13 of the Data Protection Act 1998; and where breaking those requirements results in you losing money. 2. The cost of defending a legal action brought against you as a result of a dispute over a contract for buying, selling or renting goods or services.	Anything that is excluded on pages 23–24 of this policy. Any dispute over a contract that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after you took out the insurance. Any matter connected with a moneymaking activity. Anything to do with building, converting, extending, altering, renovating or demolishing your home. Any dispute connected with letting, sub-letting or allowing another person to live in your home. Anything to do with a motor vehicle, its parts or accessories. Any claim where the amount in dispute is less than £250. Any matter connected with any freehold or leasehold property which you own and which is not your permanent residence.

Your John Lewis Home Insurance Policy Wording – Essential Cover

C. Residential

What is covered	What is not covered
<p>1. The cost of you taking legal proceedings against another person or organisation as a result of:</p> <ol style="list-style-type: none"> a person or organisation interfering with your legal rights relating to your home. (You must be legally entitled to live in your home.) a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant, an event which causes loss of or damage to your home. <p>2. The cost of defending legal action brought against you as a result of:</p> <ol style="list-style-type: none"> you allegedly interfering with another person's legal rights in connection with you owning or living in your home. (You must be legally entitled to live in your home.) a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant. 	<p>Anything that is excluded on pages 23–24 of this policy.</p> <p>An event that happens less than 90 days after the insurance first started.</p> <p>Any legal proceedings over loss or damage covered under a more specific insurance policy.</p> <p>Anything to do with building, converting, extending, altering, renovating or demolishing your home.</p> <p>Any dispute about letting, sub-letting or allowing another person to live in your home.</p> <p>Legal proceedings between you and a government department or a local authority, unless you could lose money if your case is not successful.</p> <p>Any matter connected with a moneymaking activity.</p> <p>Any matter connected with any freehold or leasehold property which you own and which is not your permanent residence.</p> <p>Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.</p>

D. Employment

What is covered	What is not covered
<p>1. The cost of you taking legal proceedings against your employer over your contract of employment. As soon as you knew of the dispute, you must have taken and followed legal advice from us.</p>	<p>Anything that is excluded on pages 23–24 of this policy.</p> <p>A dispute with your employer or legal action brought against you less than 90 days after the insurance first started.</p> <p>Any matter connected with a moneymaking activity other than a dispute with your employer over your contract of employment.</p>
<p>2. The cost of defending legal action brought against you in the territorial limits as a result of prosecution that results from your normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these.</p>	<p>Anything that is excluded on pages 23–24 of this policy.</p> <p>Defending any motoring prosecutions.</p> <p>Defending civil legal proceedings that are connected with your duties as a member of a profession or your duties as a director or officer of any company.</p>

E. Tax

What is covered	What is not covered
<p>The cost of your representative acting for you in a full enquiry by HMRC into your income and records to decide how much tax you have to pay under the following sections of the Taxes Act 1988.</p> <ol style="list-style-type: none"> Section 19, Schedule E of the Taxes Act 1988 on: <ul style="list-style-type: none"> your wages or salary, your pension. Section 18, Schedule D of the Taxes Act 1988 where it relates to income you have received on: <ul style="list-style-type: none"> investments in the UK, investments overseas, in securities listed on a recognised national or international stock exchange. This cannot be your main source of income. 	<p>Anything that is excluded on pages 23–24 of this policy.</p> <p>Any tax, interest or penalties you may have to pay to HMRC.</p> <p>Any case where you or your tax advisor have not taken every reasonable care to act according to tax legislation.</p> <p>Anything to do with a tax return which you sent to HMRC and which arrived after the legal deadline.</p> <p>An enquiry by HMRC which is only concerned with one or more specific areas of your tax return and which is not considered by HMRC to be a full enquiry.</p> <p>Any change in an HMRC investigation or enquiry when it becomes clear that they suspect serious fraud.</p> <p>Any income you have earned as a self-employed person.</p> <p>Any matter connected with a moneymaking activity (other than your contract of employment or a normal private investment) or personal liability including: <ul style="list-style-type: none"> your business, trade or profession, a personal venture for gain, a share in a partnership or a joint venture for gain, an investment which is not listed on a recognised national or international stock exchange, a personal guarantee or indemnity. </p> <p>Any money which the insurer has already paid if you later withdraw, without our agreement, from the defence of a full enquiry by HMRC.</p> <p>Any money which has to be paid because you withdraw without our agreement from the defence of a full enquiry by HMRC.</p> <p>Any matter connected with any freehold or leasehold property which you own and is not your permanent residence.</p>

Exclusions

Exclusions applying to the Legal Expenses Option

The exclusions below apply to all the cover which the **insurer** provides under this Legal Expenses Option. **You** should also refer to the specific exclusions shown under each part of the Legal Expenses Option on pages 22–23 and to the general policy exclusions shown on page 28 of this policy.

What is not covered

- Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- An event which **you** report to **us** more than 6 months after it happened.
- Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.

Legal Expenses (continued)

5. **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
6. Any **legal expenses** **you** could claim under any other insurance.
7. Any **legal proceedings** over loss or damage covered under a specific insurance policy.
8. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
9. Defending **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone,
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company,
 - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)
10. Any application for judicial review.
11. Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
12. Any **legal proceedings** between **you** and **your** husband, wife or **partner** or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
13. Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
14. Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition on this page.

Policy conditions that are specific to the Legal Expenses Option

You will need to meet the policy exclusions on page 28 and the policy conditions on pages 25–26 as these conditions apply to the whole policy. In addition, for this Option **you** must also meet the following conditions.

1. Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible. The Legal Advice Helpline is available 24 hours a day, 7 days a week, to provide **you** with advice concerning **your** problem.

2. Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this Option of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the **arbitration** will pay all the costs of the **arbitration**. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

Claims conditions that are specific to the Legal Expenses Option

You will need to meet the claims conditions on pages 26–27 as these conditions apply to the whole policy. In addition, for this Option **you** must also meet the following conditions.

1. Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may need. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representatives** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within 6 months of the cause of action arising.

2. Giving our agreement

We will agree if all of the following apply:

- **we** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome,
- the **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**,
- the **legal proceedings** will be dealt with in a **court** within the **territorial limits**,
- **you** have kept to the terms and conditions of the policy and none of the exclusions listed on pages 23–24 of this booklet apply.

In circumstances where **we** have chosen a **representative** to act on **your** behalf, **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where **you** have chosen **your** own **representative**, any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisors. **We** may require, at **your** expense, an opinion of counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted, **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

3. Choosing a representative

In the period before **court** papers need to be issued (or have been received), **we** may refer **your** case to a suitably qualified **representative** to act on **your** behalf.

At the point where **court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

You will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your** claim.

Where **we** agree to the appointment of a **representative** of **your** choice, **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us**, or that **you** will pay any difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**. **We** will not pay **your** choice of **representative** more than **we** would pay **our** own choice of **representative**.

In selecting the **representative**, **you** shall have a duty to minimise the cost of **legal proceedings**. If **your** choice of **representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative** **you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on this page.

Your John Lewis Home Insurance Policy Wording – Essential Cover

4. Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's** legal expenses as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or has been asked to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as originally paid.

5. Information **your representative** will need from **you**

You must give **your representative** all the information and help he or she may need. This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case. **You** owe the same obligations to **us** as to **your representative**.

6. What **you** and **your representative** must do for **us**

We must be able to contact **your representative**. **You** and **your representative** must cooperate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files. This includes the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or **expert witness**, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or **expert witness**, and the reasons why **you** need one.

7. Appealing against a **court's** decision

If **you** want to appeal against a **court's** decision, **you** must give **us your** reasons for bringing the appeal. **We** will give **you our** agreement if all of the following apply:

- **you** tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply,
- the appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of Claims Condition 2 on page 24,
- **your** appeal meets the requirements of Claims Condition 2 in the same way as **your** initial claim for **legal expenses**.

8. What action **we** may take

We may take over, in **your** name, all legal action in any of the following circumstances:

- if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims **court**,
- if **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**,
- if **you** do not give proper instructions to **your representative** or barrister in time,
- if **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable. If **we** ask, **you** must tell **your representative** to get the **court** to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by HMRC without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

Policy conditions

These are the conditions of the insurance that **you** and **your family** will need to meet as **your** part of this contract. There are other separate conditions of insurance applicable to the Legal Expenses Option on page 24. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

Taking care

Your family must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

Changes in your circumstances

Using the address on the front of the Schedule, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- the cost of **your** contents increases or the cost to rebuild **your home** increases,
- **you** are going to move home permanently,
- someone other than **your family** is going to live in the home,
- the home is going to be used for less than 6 days each week or as a holiday home,
- the home is going to be unoccupied. For the purposes of this condition, unoccupied means **your home** is going to be left without any occupants for more than a total of 60 days in any **insurance period**,
- work is to be done on the home which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the home,
- the number of bedrooms and/or bathrooms in the home has changed,
- **you** or any member of **your family** has received a conviction for any offence except for driving,

- any part of the home is going to be used for any trade, professional or business purposes.

There is no need to tell **us** about trade, professional or business use if:

- the trade, professional or business use is only clerical, and
- **you** do not have staff employed to work from the home, and
- **you** do not have any visitors to the home, in connection with **your** trade, profession or business.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. In certain circumstances **your** policy might be invalid, the policy may be cancelled and **you** may be entitled to a refund of premium. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted and **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, the policy may be cancelled and **you** may not be entitled to a refund of premium.

Fraud

If dishonesty, exaggeration or false documentation is used by **your family** or anyone acting on behalf of **you** or **your family** to obtain or support:

- a claims payment under **your** policy,
- cover for which **you** do not qualify,
- cover at a reduced premium,

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

Transferring your interest in the policy

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

Policy conditions (continued)

Cancelling the policy

If **you** wish to cancel **your** policy please write to us at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**.

Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **insurance period**.

Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

Where we cancel your policy

Please also refer to the Fraud condition on page 25 of the policy and to the Changes in Circumstances condition on page 25 of this policy.

We may also cancel the policy where **we** have identified serious grounds, including but not limited to;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

we will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

We also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **you** 14 days notice at **your** last known address.

Cancelling the monthly premium instalment agreement

Your policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments under the terms of the Consumer Credit Act 1974.

We reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement. If **you** want to cancel **your** linked loan agreement but not **your** policy, **you** must contact **us** at the address given on the front of **your** Schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your** policy will be cancelled from this date.

Financial sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **insurance period** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

Claims conditions

These are the claims conditions that **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced.

If anything happens which might lead to a claim, **you** should take any immediate action that **you** think is necessary to protect **your** property and belongings from further damage. The sooner **you** tell **us**, the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 27.

You should also check the information on 'How **we** settle claims' for each Option of **your** policy which covers the loss or damage, for example, Contents and Buildings.

What you must do

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism, or if **you** or **your family** lose something away from the home, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot, tell **us** immediately.

If **you** wish to make a claim under Home Emergency, **you** must report any situation to **us** immediately upon discovery.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

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

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything that **we** can and to make sure that no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim that **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense, to:

- take over the defence or settlement of any claim,

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- start legal action to get compensation from anyone else,
- start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance that **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** to defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will either:

- ask **you** to get estimates for building repairs or replacement items, or
- arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert whose aim is to help **us** agree a fair settlement with **you**, or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim, **we** will pay any reasonable expenses **you** incur in providing **us** with the above information.

How to make a claim

This information will enable **us** to make an initial evaluation on policy cover and claim value.

We may ask for additional information, depending upon circumstances and value, which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property,
- purchase dates and location of lost or damaged property,
- for damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay any reasonable expenses **you** incur in providing **us** with the above information.

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

How we settle claims

For all claims except Legal Expenses

Matching items

We will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged,
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. For example, each separate item of a matching set of sanitary fittings, fitted kitchen units, matching sofas and chairs or other fixtures and fittings is regarded as a single item.

We will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged.

For all claims except Home Emergency and Legal Expenses

Where **you** have to pay an excess this will be taken off the amount of **your** claim.

How we settle claims for Buildings

We will pay for the cost of work carried out in repairing or replacing the damaged parts of **your** buildings and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- the cost of the work had it been completed by **our** nominated contractor,

Other insurance

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

How to make a claim – call **us** on 0330 102 2749.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that may be required concerning the cause and value of any claim. Ideally, as part of the initial notification, **we** will need to know:

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

- the cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- the decrease in market value of **your** buildings due to the damage,
- the cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay,
- the cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made. Repairs carried out by **our** preferred suppliers and insured under the Buildings Option or the Buildings Accidental Damage Option of this policy are guaranteed for 12 months in respect of quality of workmanship.

If the buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all the buildings in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of the buildings and **we** will, where appropriate, take off an amount for wear and tear.

The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to the buildings in the same way, size, style and appearance as when they were new, but not more than the sum insured shown on the Schedule or the limits in this Policy Wording.

How we settle claims for Contents, Personal Possessions, Student, Pedal Cycles and Garden Options

Where the damage can be economically repaired, **we** will pay the cost of repair.

Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available, **we** will replace it with an item of similar quality.

Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.

Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

We will not pay for any loss of value to any item which **we** have repaired or replaced.

How to make a claim (continued)

The most **we** will pay for any one claim is the amount it will cost **us** to replace **your** items insured under the Options **you** have selected as new, but not more than the sum insured or any limits shown on the Schedule or in this Policy Wording.

If loss or damage happens and the sum insured on the Schedule is less than the cost of replacing **your** items as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired, when only the cost of the repair will be paid.

How we settle claims for Home Emergency

The Home Emergency Option covers **you** against the costs of certain household situations, which **you** will find described in 'What is covered' in this Option. It does not cover everything which **you** might regard as an emergency. It does not cover normal day-to-day household maintenance or repairs which need to be carried out periodically, such as descaling water pipes or curing leaking taps.

If a permanent repair is necessary, the authorised tradesperson will carry it out provided that it can be effected at a similar expense.

This cover may not provide the cost of full repair or replacement. An authorised tradesperson is approved and instructed by **us** and is competent to provide domestic repair services appropriate to the situation. **We** will make the payments directly to **our** contractor.

If the claim is a result of an incident which is also covered under the Buildings Option or the Buildings Accidental Damage Option of **your** policy, **you** may be able to claim for any further repair costs under that Option. Please call **our** Claims Helpline on 0330 102 2749 and **we** will be happy to check this for **you**.

We will not pay any call-out charge if, having asked for assistance, **you** are not at home when the tradesperson arrives at the time agreed.

We are not responsible for any inconvenience, loss or damage caused by delay in the provision of spare parts or components by manufacturers or suppliers. Spare or replacement parts may not be from the original manufacturer.

Where claims occur, **we** may apply increased premiums, conditions and/or exclusions to **your** policy at renewal.

No claims discount

This part of the policy explains how the no claims discount works and only applies if 'No claims discount' is shown on **your** Schedule.

If no incident occurs during the **insurance period** which results in a claim under the Buildings, Buildings Accidental Damage, Contents, Contents Accidental Damage, Personal Possessions, Student Cover, Pedal Cycle or Garden Options, **your** no claims discount will increase in line with **our** scale at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the Buildings, Buildings Accidental Damage, Contents, Contents Accidental Damage, Personal Possessions, Student Cover, Pedal Cycle or Garden Options, **your** no claims discount may reduce in line with **our** scale at the renewal of the policy.

You cannot transfer **your** no claims discount to anyone else.

The no claim discount will not be reduced for claims under the Personal Items Option, resulting from unauthorised transactions arising from the use of a lost or stolen credit, debit, charge or cash dispenser card.

Policy exclusions

These exclusions apply to all the Options of the policy with the exception of pollution or contamination and rot, which do not apply to the Legal Expenses Option. This insurance does not cover the following:

Wear and tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, insects, vermin (except for cover 4 under the Home Emergency Option), fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **your family**.

Illegal activities

Any direct or indirect loss or damage caused as a result of the buildings being used for illegal activities.

Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all,
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all,
- computer viruses,

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

- equipment includes computers and anything else insured by this policy which has a microchip in it,
- computers include hardware, software, data, electronic data-processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers,
- computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident,
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act and which occurs during any **insurance period**.

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All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel,
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Terrorism

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

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

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

Complaints procedure

Our commitment to customer service

At John Lewis Insurance we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Step 1

If your complaint relates to your policy then please contact the Customer Services number shown on your Policy Schedule. If your complaint relates to a claim then please call the Claims Helpline on 0330 102 2749.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our customer relations team will then review the matter on behalf of our Chief Executive. Once our customer relations team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our customer relations team's contact details are as follows:

Post: John Lewis Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email via: www.johnlewis-insurance.com/contactus

If you are still not happy

If you are still unhappy after our customer relations team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567
(free from standard land line, mobiles may be charged)

0300 1239123
(costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have 6 months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

How we use your information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with John Lewis plc.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data". For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on

this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

Your John Lewis Home Insurance Policy Wording – Essential Cover

- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.

- d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

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