John Lewis
Specialist Home Insurance
Policy
Welcome to your John Lewis Specialist Home Insurance Policy and thank you for choosing to insure your home, contents and valuables with us. Our insurance is provided by Covea Insurance plc and DAS Legal Expenses Insurance Company Limited (in relation to the Legal Protection and Home Cyber cover).

Please read this document carefully to make certain you are aware of all the cover and benefits that this policy offers, and to ensure that the policy is right for you. If the policy does not provide you with the insurance cover you require, please do contact us straight away.

Before you do anything else, please ensure that you have checked the following documents carefully:

• Your Schedule
• Your Statement of Fact

These documents, and any endorsements we send you, form the contract between you and us.

Check all the information you have provided to us is correct in your Statement of Fact. If any information is incorrect, please tell us straight away as this could affect your insurance cover.

Please ensure that you read the General conditions and General exceptions sections of this document carefully as they contain important information which will apply to all sections of your policy.

Should you need to make a claim against your policy please refer to page 6 of this document.
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Please check your Schedule to see which sections of cover apply to you.
## Helplines

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<td><strong>Home Emergency</strong></td>
<td>A 24 hour Helpline operated by Sedgwick International UK that provides a call-out service for emergency repairs. Please see full details on pages 39-40.</td>
<td>0330 134 8166</td>
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<td><strong>Legal Advice</strong></td>
<td>A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for other countries is available 9am-5pm, Monday to Friday excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within operating hours.</td>
<td>0330 134 8168</td>
</tr>
<tr>
<td><strong>Tax Advice</strong></td>
<td>A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within operating hours.</td>
<td>0330 134 8168</td>
</tr>
<tr>
<td><strong>Health &amp; Medical Information Service</strong></td>
<td>A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with information over the phone on general health issues and advice on a wide variety of medical. DAS can provide information on what health services are available in your area, including local NHS dentists. Health and Medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within operating hours.</td>
<td>0330 134 8168</td>
</tr>
<tr>
<td><strong>Counselling Service</strong></td>
<td>A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which DAS refer you.</td>
<td>0330 134 8165</td>
</tr>
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Helplines

The following helpline is only available if cover under Section 4C, Legal Protection has been selected and is shown in your Schedule.

Cycling Injury

A 24 hour helpline operated by DAS Legal Expenses Insurance Company Limited. If you are injured in a road traffic accident which was not your fault whilst riding your pedal cycle, DAS will help you recover your losses from the person who caused the accident. Phone DAS as soon as possible after your accident to speak with one of DAS’ dedicated customer claims handlers. For further details on what is covered, please refer to section 4C - Legal Protection, Insured Incident 3, Personal Injury on page 44.

0330 134 8168

Home Cyber Helpline & Attack Resolution Service

A 24 hour helpline operated by DAS Legal Expenses Insurance Company. Unlimited access to experienced fraud and cyber specialists who can answer questions and resolve identity theft issues. DAS experts resolve around 98% of cases received without the need to make a claim.

The DAS cyber attack resolution service will provide full data forensic support for 1 hour per incident for a range of issues affecting your home systems, such as malware, computer virus and hacking. If your issue cannot be resolved after 1 hour and needs to be dealt with as a potential claim, DAS will pass the details on to our claims-handling teams and explain what to do next.

0333 130 4614

DAS Householdlaw & Cyber Service

DAS Householdlaw & Cyber Service contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help you with family, employment and consumer issues. It also has a range of educational guidance on how to protect against digital compromise including best practice, tip sheets and more, providing information on topics such as identity theft and other privacy related concerns.

Please visit: www.dashouseholdlaw.co.uk

• enter the code provided within your policy documentation into the ‘voucher code’ text box and press Validate Voucher
• fill out your name and email address, and create a password
• validate your email address by pressing the link in the confirmation email that you receive

DAS cannot accept responsibility if the helpline services they provide are unavailable for reasons they cannot control.

Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.
Making a Claim

Before you get in touch it will help us if you have:

• your policy number
• details of how the incident occurred
• information regarding the damage

What to do if the worst happens…

You can contact us 24 hours a day, 365 days a year:

To make a claim, please contact: 0800 916 6890
If you are calling from overseas, please contact 01732 524280 (8am - 6pm Monday - Friday and 9am - 1pm on Saturdays) or 02920 558 673 if calling outside these hours.

For claims under sections 4b, 4c and 4d please use the following contact details:

• Home Emergency: 0330 134 8166
• Legal Protection*: 0330 134 8168
• Home Cyber: 0333 130 4614

* Legal Protection is an optional cover section. Please see your Policy Schedule for details of cover selected.

Our commitment to you

No-one wants to make a claim, but it’s our job to make it as easy and hassle-free as possible when you do. As part of our multi-award-winning claims service, we make the following commitments to you:

• No claim forms to complete
• Response to all queries within two working days
• Your own experienced and dedicated claims manager who will personally manage your claim from start to finish
• Choice of your own contractor or supplier, or allow us to assign our own specialists if you prefer
• We will pay your claim within two working days of agreeing the settlement amount.

Important

Where applicable, please refer to the basis of claims settlement under each section for details of how we will settle your claim.

Further advice

✓ Take all reasonable precautions to prevent loss, injury or damage
✗ Do not negotiate, admit or repudiate any claim without our written consent
✗ Do not dispose of any damaged items as they may be needed for inspection

Please note

The payment of a claim may affect your next renewal premium. You may wish to balance this against the amount for which you are claiming, if this is a relatively small amount.

If a claim is made for loss or damage under more than one section resulting from the same cause and at the same time, you will only pay one excess. If different excesses apply, you will only pay the higher amount.
Avoid being a victim of crime

Most household burglaries are committed by opportunists. By taking some relatively simple steps you can decrease the chances of a break-in and make your home safer:

- Ensure that locks are installed on all windows and doors and that even if the property is occupied, ground floor windows and doors are locked where possible with keys removed
- Secure outbuildings using a hasp and staple with a closed shackle padlock
- Consider installing an alarm at your home to increase security and ensure that the system is active overnight or when your home is unoccupied. Centrally monitored alarms will ensure that notifications are issued to you, your key holders and Security Company should your alarm be activated. Vibration sensors can be fitted wirelessly to doors and windows which can activate the alarm before entry is gained
- Replacing old alarm boxes and keeping fencing and gates in good order demonstrates that security at your home is taken seriously and may deter opportunistic thieves
- Gravel driveways, motion triggered security lighting and time switches for internal lights are additional deterrents
- Always keep your cash, keys, credit cards and portable, high risk items out of sight
- Lock bicycles securely to a permanent structure when away from your home
- Beware of bogus callers and don’t allow anyone to enter your home without first confirming their identity.

Dealing with burst pipes and leaks

Reduce the risk of burst pipes and leaks by:

- leaving the heating at a minimum of 15°C
- opening the loft hatches in your home so warm air can circulate to help prevent freezing in cold weather spells
- insulating all pipes and water tanks including those outside of the heated areas of your home, such as attic and roof spaces
- making sure you can locate your mains water supply and that you know how to turn it off
- turning off the water supply to outside taps
- having emergency contact details readily to hand.

Storm Damage

- Regularly check the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently
- Be mindful of low hanging tree branches which could cause damage in high winds and check the trees within your garden and estate for any visible damage following a storm which may require maintenance.

Flood advice

- Be aware of Met Office / Environmental Agency warnings
- If there is a risk of flooding, try to move as many possessions into upstairs rooms as possible
- If you have been flooded, don’t enter your property until the mains electricity has been turned off and never use electrical appliances that may be wet
- Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see your way.
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Helpful Hints

Caring for your valuables

• Keep your jewellery and watches in a professionally installed safe when not being worn
• Take photographs of your valuables. Should the worst happen, having photographs could assist at claims stage to prove ownership and assist in recovery or replacement
• Ensure that your jewellery and watches are professionally valued by a National Association of Jewellers [https://www.naj.co.uk/](https://www.naj.co.uk/) registered valuer at least every 5 years and that you have adequate insurance cover in place. Valuations from other sources may not be reliable if the valuer does not hold the relevant qualifications or expertise
• Have your jewellery and watches checked regularly to ensure any clasps, settings and straps are maintained in good working order
• Protect your fine art against extreme or fluctuating heat and humidity by securely hanging out of direct sunlight and away from radiators or air conditioning outlets
• Avoid displaying your fine art and antiques directly under bathrooms or ensuites to protect against the risk of water damage from leaking pipes or fittings
• Always use professional removal companies when transporting your art and antiques.

Fire Prevention and Safety

• Smoke detectors are important safety devices. Fit detectors in prominent places on each floor of your home including within proximity to bedrooms and check the batteries on a regular basis
• Ensure that you have a fire escape plan and share with all occupants of your home. Purchase escape ladders if suitable for your property
• Have the chimneys swept regularly and if you have open fires always use a fireguard
• Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – do not put water on it
• Gas appliances should be serviced regularly by a Gas Safe registered engineer
• Do not tape up worn electric cables as they can be dangerous and should always be repaired
• Be careful not to overload sockets. You should fit no more than one plug per socket; use an extension lead if you need to fit more
• Ensure that smoking materials are properly extinguished/discarded
• Never leave candles or oil burners unattended and ensure that they are extinguished before you go to bed
• Do not leave phones or other personal electrical devices charging overnight and ensure that charging cables are purchased via manufacturer approved stockists
• Empty fluff regularly from tumble dryers in line with manufacturer’s instructions
• Only purchase electrical appliances which have a British or European Safety mark.
Staying safe online

- Install anti-virus software on all devices and keep it up to date
- Ensure that your systems and software are kept up to date with the latest versions and software updates
- Back up your data on a regular basis. This will allow recovery should your data be lost or stolen
- Most web browsers offer the ability to block pop-up windows from appearing. Switching off pop-ups can protect against harmful ones
- Always check both privacy settings and parental controls on all of your home and mobile devices
- Be vigilant and suspicious of unexpected email requesting personal information or bank details and never click on links or attachments unless you are sure that you trust the source
- Exercise caution when paying invoices received by email and check bank details to ensure that they are correct. Emails can be hacked and details can be changed without you knowing
- Banks or similar organisations will not ask for your PIN numbers or full passwords. If you are in any doubt, contact the organisation directly to check if a communication is genuine. Do not use telephone numbers or links contained within emails
- Don’t use the same passwords for every account. Steer clear of personal or easily identifiable passwords such as dates of birth or family names and ensure that you are changing your passwords regularly
- To assist in maintaining the security of your email accounts, take care when responding to requests to verify your login credentials for email accounts. Some links can redirect you to a legitimate looking screen which will collect your username and password credentials.

Legal Expenses Insurance

- DAS provide unlimited access to a legal advice helpline where you can speak to a team of trained legal advisers at no additional cost
- Even if you don’t know if your legal issue is covered by your policy - call DAS at any time to find out. In the unfortunate event that your issue is not covered, you can still make thorough usage of the legal advice helpline provided
- Remember to contact your legal expenses insurer before appointing a lawyer or taking any legal action
- Gather all your documentation together before making a claim e.g. contracts, correspondence and your policy schedule.
Did you know…
As a John Lewis Specialist Home Insurance client you are entitled to many significant additional policy features designed to suit your needs and your lifestyle.

Whether extra support in the event of a claim, or bespoke solutions for helping you and your family manage your property and possessions, your John Lewis Specialist Home Insurance policy has been tailored to help you when it really matters.

Should the worst happen...
You could utilise the following benefits
- A suite of family protection and assistance covers
- Up to £2,500 for the installation of flood or leak detection (see pages 18 and 26 for full terms and conditions)
- Unlimited replacement for locks and keys if lost or stolen (see pages 19 and 27 for full terms and conditions)
- Up to £30,000 if you’re the target of credit card fraud (see page 38 for full terms and conditions)
- Up to £10,000 towards environmental home upgrades (see page 25 for full terms and conditions)

Understanding your lifestyle...
- Worldwide, all risks cover;
- Cover during building works on your property up to £75,000 including VAT (see page 26 for full terms and conditions);
- Cover available for your property portfolio, including rental properties and UK holiday homes;
- Golf – cover for replacement clubs if abroad and £500 hole-in-one benefit.
What to do if things go wrong...

It is always our intention to provide a first class service to our customers. However, we do appreciate that occasionally things go wrong. If you do not feel that we have attained the high standard of service you would expect please follow these steps to contact the correct department.

For full details of our complaints procedure, please contact us or download a copy from our website: www.coveainsurance.co.uk/complaints

If you are not satisfied with the service we have provided, please tell us so that we can do our best to resolve the problem.

You can contact us in the following ways:

By phone: 0800 916 6880 or 0330 134 8150
By Email: customercare@johnlewispecialisthomeinsurance.com

Or you can write to us at:
The Customer Services Manager
John Lewis Specialist Home Insurance
50 Kings Hill Avenue
Kings Hill, West Malling,
Kent
ME19 4JX

If you have a complaint under the following covers please refer to the relevant policy section.
• Home Emergency (page 40)
• Legal Protection (page 49)
• Home Cyber (page 49)

All calls may be recorded for training and monitoring purposes.

You may be eligible to refer your complaint to the Financial Ombudsman Service.

For further details, they can be contacted as follows:

Phone: 0800 023 4567 from a landline or 0300 123 9123 from a mobile.

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

Website: www.financial-ombudsman.org.uk


Your legal rights are not affected by following the steps shown above.

Further assistance?

We are able to provide, upon request, audio format, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID). Should you need assistance from someone else to assist in transacting business on your behalf then you can add an authorised person to your policy to do this.
Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise. Section 4 contains additional words and expressions with meanings specific to those sections.

act of terrorism
an act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and
• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof; and
• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking; and
• is committed for political, religious, ideological, ethnic or other similar purposes.

art and antiques
individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to you or your family or for which you or your family are legally responsible including
• antique and designer furniture;
• paintings, drawings, etchings, maps, prints, photographs, books and manuscripts;
• tapestries and rugs;
• clocks and barometers;
• statues and sculptures;
• stamps, coins, medals, collectables and other fine art;
• china, glassware and porcelain;
• household gold, platinum, pewter and silverware including plate;
• guns.

bodily injury
death, injury, illness, disease or shock (this definition does not apply to section 4c).

buildings
the home and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying your home.

building works
building works, renovation, alteration, extension and/or refurbishment work being undertaken at your home including unfixed site materials for use in connection with such works

business equipment
office equipment and office furniture, supplies and stock, all owned by you or your family and used in connection with your business or employment.
the following property that is solely used for domestic purposes and business equipment, all belonging to you or your family or for which you or your family are legally responsible and normally kept at your home:

• household goods, furniture and furnishings and personal effects;
• children’s battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, pedal cycles including electric assisted pedal cycles with a maximum speed of 15.5mph and a maximum power output of 250 watts, electric scooters (e-scooters) with a maximum speed of 15.5mph, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies;
• quad bikes that do not require a Road Traffic Act Certificate of Insurance;
• go-karts and off-road motorcycles with an engine size of 50cc or less;
• tenant’s improvements;
• fixtures and fittings and interior decorations for which you or your family are legally responsible as occupier and not as owner;
• aerals, satellite dishes and CCTV equipment;
• trailers and non-motorised horse-boxes;
• surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment;
• art and antiques;
• jewellery and watches up to £7,500 in total;
• outdoor items.

credit cards
credit, debit, cheque, charge, store and cash point cards all belonging to or held by you or your family solely for private purposes.

credit reference agency(ies)
the UK’s three credit reference agencies: Equifax, Experian and Callcredit.

damage
physical loss, destruction or damage unless otherwise excluded.

domestic duties
duties relating to you, your family or your home including but not limited to gardeners, cleaners, nannies or grooms. Domestic duties include general maintenance at your home but exclude renovations, extensions or demolition.

domestic employee
any person who carries out paid domestic duties for you within the territorial limits, other than in connection with your business.

drone
a small unmanned aerial vehicle owned by you or your family and used for recreational purposes.

endorsement
any variation in the terms, conditions and/or exclusions of your policy.

excess
the first part of a claim which you must pay. More than one excess can apply to your policy as shown in your schedule.
Definitions

**home**
the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in your schedule.

**jewellery and watches**
- items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones;
- watches
all belonging to you or your family, or for which you or your family are legally responsible.

**operative sections**
those sections which you have selected and for which cover is provided under this policy.

**outdoor items**
items designed to be left or used outdoors including, garden furniture, children’s play equipment, statues and ornaments.

**period of insurance**
the length of time the insurance is in force as shown in your schedule.

**personal money**
cash, bank and currency notes, cheques, money and postal orders, bankers’ drafts, current postage stamps, saving stamps and certificates, premium bonds, travellers’ cheques, travel tickets, ski-passes and vouchers with a fixed monetary value and pre-loadable currency cards all belonging to you or your family solely for private purposes.

**schedule**
this forms part of the policy and contains details of the persons insured, the period of insurance, amounts insured for each section and any endorsement applying to the policy.

**tenants’ improvements**
improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner of the buildings.

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

**unoccupied**
when your home is
- insufficiently furnished for normal living purposes for more than 30 consecutive days; or
- not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days.

**we/us/our/Company**
Covea Insurance plc.

**you/your/insured**
the person or persons named in the schedule as the insured.

**your family**
your spouse, partner, children, foster children, parents and other relatives, permanently living with you.
Contents, Art and Jewellery

What you are covered for

1. Contents, art and antiques, jewellery and watches

Your contents, art and antiques, jewellery and watches are insured against loss or damage whilst at your home or anywhere in the world unless stated.

2. Additional homes

We will pay for loss of or damage to contents, art and antiques at a private residence situated within the territorial limits which you own or live in and which is not listed in the schedule provided that such property is not otherwise insured and that you advise us within 60 days of first owning or occupying the additional residence, whichever occurs first. You must also pay us any additional premium that may be required. We reserve the right not to insure the contents, art and antiques at the additional residence or apply terms, at the point we are advised.

For the purpose of this cover, the definition of ‘home’ is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.

The maximum amount we will pay is 15% of the sum insured on contents, art and antiques up to £50,000 in total.

3. Alternative accommodation and rent

If your home is made uninhabitable as a direct consequence of loss or damage to contents by any cause insured by this section we will pay:

• the cost of necessary and comparable alternative accommodation (subject to our prior approval) for you, your family and your domestic pets and horses;
• the cost for the temporary storage of your furniture;
• any rent which you may still have to pay;
• any rent which ceases to be payable to you if you rent out all or part of your home up to a maximum period of 5 years.

4. Business equipment

We will pay for loss or damage to business equipment up to £25,000 and the maximum we will pay for supplies and stock used in connection with your business is £10,000. We will not pay for any subsequent loss or profits or turnover resulting from any such loss or damage.

5. Death of artist

We will pay for the increased value of art where such increase is due to the death of the artist, provided that the artist’s death occurs within 6 months prior to the date of any loss or damage.

The maximum amount we will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.
6. Defective title

If it is proven that an item of art, antique, jewellery or watches insured under this section is not rightfully yours and you are legally obliged to return it to its rightful owner, we will pay

• the purchase price of the item or, if less, the sum insured shown for the item in the schedule;
• any charge placed on the item prior to your purchase of which you were unaware and are legally liable to pay.

Provided that:

• the item was purchased by you during the period that we have continuously insured your art, antiques, jewellery or watches
• you advise us about the claim during the period of insurance
• you can show us that you made reasonable enquiries about the provenance of the item prior to your purchase
• the item was not inherited by you or given to you as a gift

The maximum amount we will pay is £50,000 during any one period of insurance.

7. Dependent parents or grandparents' possessions

We will pay for loss or damage to contents belonging to your dependent parents or grandparents who are residing in a nursing or residential care home up to £20,000.

8. Forced Evacuation

If you or your family are prevented from accessing your home by a local authority following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, we will pay up to £5,000 for essential replacement contents purchased by you or your family.

9. Gifts

We will pay for loss of or damage to contents, art and antiques, jewellery and watches purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by you or your family for the period from one month before until one month after the event. The maximum we will pay is 30% of the total sum insured under this section.

10. Golfers' cover

We will pay for the following additional expenses incurred whilst playing golf at a golf club

• In the event of a hole in one being achieved by you in an official golf competition, we will pay £500. The scorecard must be authenticated by the club secretary and submitted to us in the event of a claim;
• We will pay up to £50 per day (subject to a maximum of £500) for the necessary hire of replacement golf clubs following loss or damage to your clubs, or any that you may have hired or borrowed, whilst you are playing golf outside of the territorial limits. An invoice for the cost of the hire must be submitted to us in the event of a claim.

11. Guests and domestic employees’ personal property

We will pay for loss or damage to contents in your home belonging to guests or domestic employees up to £10,000 provided such contents are not otherwise insured. The maximum amount we will pay for any one article is £500.
12. Household removal

We will pay for loss or damage to contents, art and antiques occurring during the course of a household removal within the territorial limits provided that
- it is undertaken by a professional removal contractor;
- any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

13. Marquees

We will pay up to £35,000 for loss or damage to marquees and associated equipment owned by you or which you have temporarily hired and are legally responsible for, provided it is not insured elsewhere.

14. Memorial stones

We will pay for loss or damage to a memorial stone or plaque in memory of your parent, spouse, partner or child located within the territorial limits up to £5,000.

15. Metered water, heating oil or gas

We will pay the cost of additional metered water charges or the cost of oil or liquid petroleum gas (LPG) lost from the fixed domestic water or heating installation at your home up to £10,000, provided that your home is not unoccupied.

16. New purchases

We will pay for loss or damage to contents, art and antiques, jewellery and watches that are newly purchased provided you inform us within 60 days of the purchase and pay any additional premium required. The maximum amount we will pay is 20% of the total sum insured under this section.

17. Outdoor items

We will pay for loss or damage to outdoor items whilst in the garden of your home up to £25,000 unless otherwise stated in the schedule.

18. Personal money

We will pay up to £10,000 for loss or damage to personal money occurring anywhere in the world, provided that
- the loss is reported to the Police within 24 hours of discovery
- it is not held for business or professional purposes
- it is not held in storage
- the loss is not as a result of:
  - theft from an unattended vehicle;
  - theft from garages, domestic outbuildings or greenhouses;
  - depreciation or confiscation, loss of value or shortages due to your error or omission.
19. Preventative measures

We will pay up to £2,500, including survey costs, towards the cost of installing at your home, either

a) a water leak detection and prevention system following a claim under this policy for loss or damage caused by the escape of water from the mains domestic water or heating installation, or

b) a flood prevention system following a claim under this policy for loss or damage caused by flood or by flooding resulting from storm

provided that

- the net final settlement cost of your claim is greater than £20,000 (before the application of this additional benefit)

- you did not have such a device installed at your home prior to the loss

- this has our prior approval, which we will agree and decide during the claims settlement process.

We will not pay under this Cover if we agree to pay for ‘Preventative measures’ under Section 2 of this policy as a result of the same incident.

20. Reinstatement of documents

We will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £10,000.

21. Reinstatement of gardens:

We will pay for the cost of re-landscaping your garden, artificial lawn or grass tennis court and costs incurred to remove and dispose of debris, resulting from loss or damage caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism; or

- the emergency services; or

- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

We will not pay for

- loss or damage is you are not the tenant or leaseholder

- loss or damage to any communal garden areas

- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas

- costs relating to any undamaged part of the garden, artificial lawn or tennis court

- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub

- more than £5,000 per incident for the removal of debris of fallen trees

- more than 5% of the sum insured on contents during any one period of insurance

- any loss or damage under this cover if we agree to pay for ‘Reinstatement of gardens’ under section 2 of this policy as a result of the same incident

22. Removal of damaged contents

Following loss or damage to the contents covered by this section we will, subject to our prior approval, pay for costs that are necessarily incurred in removing the debris of any damaged contents.
23. Replacement locks and keys

If the keys (including key fobs and other remote controlled devices used for security purposes) to your home are accidentally lost or stolen we will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys.

24. Reward

We will pay up to £10,000 to anyone (other than you, your family or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.
What you are not covered for

1. the amount of the excess(es) stated in the schedule
2. loss or damage caused by
   • theft or attempted theft
     - of contents, art and antiques and jewellery and watches of student members of your family whilst attending school, university or college, from any building other than your home unless force or violence is used to gain entry or exit
     - by deception unless the loss is reported to the police within 24 hours of discovery and you are not entitled to reimbursement from any other party such as your bank or building society
     - where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
     - of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
     - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
   • river or coastal erosion
   • faulty workmanship, defective design or use of defective materials
   • wet or dry rot, rising damp, fungus, insects, vermin, pests, atmospheric or climatic conditions
   • storm, flood or frost to contents left temporarily or permanently in the open other than outdoor items, aerials, satellite dishes or marquees and associated equipment
   • electrical or mechanical breakdown other than where this involves deterioration of food in your refrigerator(s) and/or freezer(s)
3. loss of or damage to
   • jewellery and watches and personal money whilst in storage
   • jewellery and watches that are held or used for business or professional purposes
   • motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as defined under contents) and their respective accessories other than portable satellite navigation systems and professionally fitted electric vehicle charging stations, power units and associated leads
   • electric scooters
     - whilst being used in a manner that does not comply with current UK law
     - whilst left unsecured when unattended and away from your home
   • drones and pedestrian controlled aircraft
     - exceeding 2kg in weight
     - whilst being raced
     - whilst being used for any commercial purpose
     - where the user has not adhered to the regulations for recreational drone and pedestrian controlled aircraft flights within the Air Navigation Order 2016 or subsequent amending regulation
     - where the user or owner has not complied with the legal requirements and guidelines provided by the UK Government and the Civil Aviation Authority
   • radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
   • equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in your home
3. (continued)
   • quad bikes, go-karts or off-road motorcycles
     - whilst being driven by anyone under the age of 17
     - whilst being used outside of the boundaries of your home
     - whilst being used for any purpose other than gardening and estate management,
       incidental farming and horse or pet care
     - if left unattended either temporarily or permanently in the open
   • watercraft (as defined under contents)
     - whilst being used for racing, speed testing or in any slalom event or in white water
     - protective covers or sails that are split by the wind
     - if not stored ashore when not being used
   • sports equipment while taking part in professional sport
   • pedal cycles or their accessories when left unattended away from your home unless
     securely locked to a permanent structure
   • wine resulting from
     - mysterious disappearance, evaporation or gradual leakage
     - the failure of any temperature controlling device
     - climatic conditions, cork fly or inherent vice
     - conversion, misappropriation or failure to keep proper records by any supplier

4. loss or damage caused by or during the process of repairing, restoring, renovating, treating,
   professional cleaning and/or washing, dyeing, installation, adjustment or dismantling.

5. loss or damage from any unattended motor vehicle unless all windows are closed, all doors and
   other openings are securely locked shut and any property insured by this section is hidden from
   view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it
   cannot be seen from the outside.
   Where an item is secured to an external carrier that is attached to the vehicle (e.g. pedal cycles
   or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must
   be secured to the vehicle.

6. loss or damage occurring whilst in storage
   • unless removed to a commercial storage facility
   • unless any theft or attempted theft involves force and violence to gain entry or exit
   • if the period of storage is greater than 60 days (unless you have agreed this with us and
     paid any additional premium required)
   • if this is more than 25% of the sum insured on contents, art and antiques (unless you have
     agreed this with us and paid any additional premium required)

7. loss or damage when your home is unoccupied, caused by
   • escape of water or leakage of oil from any fixed water or heating installation or domestic
     appliance unless, prior to your home being unoccupied
     - you had set the central heating system to operate continually at a minimum
       temperature of 15 degrees centigrade during the months from November to March
       inclusive or you had shut off and drained fixed water and heating installations, or
     - you had informed us and we agreed an alternative arrangement with you beforehand

8. loss or damage when your home is insufficiently furnished for normal living purposes, caused by
   • theft or attempted theft
   • malicious acts or vandalism
What you are not covered for (continued)

9. loss or damage, when your home or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

Inflation protection

The sums insured stated in the schedule for this section are index linked and will be adjusted each month in line with a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The total sums insured on contents, art and antiques, jewellery and watches must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sums insured are adequate, we will at our discretion:
- pay the cost of repairing;
- pay the cost of replacing as new;
- replace as new; or
- make a cash payment.

We may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.

Excess

The excess shown in your schedule will apply to every claim unless:
- the claim is made under covers 3, 7, 10, 11, 14, 18, 19, 20, 22, 23 or 24 where no excess applies;
- the claim is for an item of specified art and antiques or jewellery and watches where no excess applies;
- the claim is for loss or damage to frozen and/or refrigerated food;
- we have imposed an excess by endorsement shown in your schedule which applies to your claim.

Excess Waiver

In the event of a loss greater than £15,000, no excess will apply unless:
- you have chosen to apply a higher excess above the standard policy excess of £250. In this case, only the standard policy excess will be waived;
- we have imposed an excess by endorsement shown in your schedule which applies to your claim;
- the claim is for loss or damage caused by subsidence, heave or landslip;
- the claim is for escape of water from a fixed water or heating installation;
- your home is unoccupied at the time of loss.
John Lewis Specialist Home Policy - Section 1

Contents, Art and Jewellery

Basis of claims settlement continued...

Specified items

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by us, we will replace the item, or pay up to the sum insured stated against the item in the schedule.

For an item of art and antiques, we will, at the time of the loss or damage, require that you provide us with proof of ownership and a valuation by a recognised valuer which is no more than five years old, unless we have already seen and accepted a valuation at the commencement of cover.

For an item of jewellery and watches, we will, at the time of the loss or damage, require that you provide us with proof of ownership and a valuation by a National Association of Jewellers registered valuer which is no more than five years old, unless we have already seen and accepted a valuation at the commencement of cover.

If you are unable to provide us with a valuation as specified above we will base our settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or damage.

You will not receive a refund for the proportionate part of the premium paid for the item and you will have to pay an additional premium to include cover under this policy for any replacement item.

Extended replacement

We will pay up to 125% of the contents, art and antiques and jewellery and watches sums insured if, at the point of loss or damage the market value of your contents, art and antiques and jewellery and watches has increased beyond the sums insured stated in the schedule, provided that

- a valuation of your contents, art and antiques has been carried out by a recognised valuer or a valuation for your jewellery and watches has been carried out by a National Association of Jewellers registered valuer which is no more than five years old at the time of your claim;

- you can provide us with a valuation by a recognised valuer which is no more than three years old; and

- the sums insured have been maintained by you since the date of the valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation and additions.

Partial loss or damage

In the event of partial loss or damage to an item of art and antiques, jewellery and watches, we will pay the cost and expense of restoration together with any residual depreciation in value.

Matching items

We will pay the market value or current cost as new to replace any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part where replacements cannot be matched provided that you surrender any undamaged matching item(s) and or parts to us.
In the event of loss or damage to a stamp, coin or banknote collection insured by this policy, our claim settlement will be based upon the value(s) stated in a current recognised collector’s catalogue (e.g. Stanley Gibbons, Spink & Sons or World Paper Money respectively) or the current market value, whichever is less. The onus of proving value shall be upon you.

We will not pay for
- loss or damage caused by the process of mounting, dismounting or other work on stamps or banknotes;
- loss or damage to any stamp, first day or other stamp cover, coin or banknote that is not contained in an album, stockbook or similar collector’s portfolio, case or cabinet;
- more than £1,000 for any one stamp, first day or other stamp cover, coin or coin set, banknote or banknote set unless more specific details have been lodged with us.

The maximum amount payable
The maximum amount we will pay for
- any one claim is the sum insured shown in the schedule for this section plus index linked increases less the amount of any applicable excess, unless extended replacement cover applies.
  - We will also pay additional costs incurred under:
    - Cover 3 - Alternative accommodation and rent;
    - Cover 22 - Removal of damaged contents.
- any single article, pair, set or collection of art and antiques is £25,000 unless specified
- any single article, pair, set or collection of jewellery and watches is £10,000 unless specified
- loss of or damage to jewellery and watches whilst contained in baggage or in transit outside the personal control of you or an adult member of your family is £10,000
- any quad bike, go-kart or off-road motorcycle is £10,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under contents is £5,000
- loss or damage from any unattended motor vehicle is £15,000
- damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £5,000
- contents, art and antiques and jewellery and watches of student members of your family from any student accommodation whilst attending school, university or college is £15,000
- any specified item is the respective sum insured shown in the schedule.
John Lewis Specialist Home Policy - Section 2

Buildings

What you are covered for

1. Buildings

   The **buildings** are insured against loss or **damage**.

2. Alternative accommodation and loss of rent

   If **your home** is made uninhabitable as a direct result of loss or **damage** to the **buildings** covered by this section **we** will pay
   - the cost of necessary and comparable alternative accommodation (subject to **our** prior approval) for you, **your family**, **your domestic pets** and horses
   - any rent which ceases to be payable to **you**, if **you** rent out all or part of **your home**
   up to a maximum period of 5 years.

3. Architects’ and surveyors’ fees and other costs

   Following loss or **damage** to the **buildings** covered by this section **we** will, subject to **our** prior approval, pay necessarily incurred
   - architects’, surveyors’, legal and other fees;
   - removal of debris costs;
   - additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or **damage** occurs after a notice to comply has been served on **you**.

4. Environmental home upgrade

   **We** will pay up to £10,000, subject to **our** prior approval, towards the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for loss or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that
   - the net final settlement of **your** claim will be greater than £20,000 (before the application of this additional benefit);
   - **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

   If **we** agree to pay under both this Cover and the ‘Preventative measures’ Cover within Section 1 or Section 3 as a result of the same incident, the maximum amount **we** will pay towards all upgrade measures will be £10,000.

5. Environmental home additional costs

   If, following a valid claim under this policy for loss or **damage** to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to **our** prior approval, pay up to £2,500 for additional costs incurred for up to 12 months, including loss of income derived from any **excess** power generated, based upon statistics recorded up to 12 months prior to the date of the loss.

6. Fixtures and fittings temporarily removed

   **We** will pay for loss of or **damage** to fixtures and fittings, that would normally form part of the **buildings**, whilst temporarily removed from **your home** to another building within the **territorial limits** for a period of no more than 60 consecutive days.
John Lewis Specialist Home Policy - Section 2

Buildings

7. Forced evacuation
If a local authority prohibits you from living in your home following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under this policy, we will, subject to our prior approval, pay the cost of necessary and comparable alternative accommodation for you, your family, your domestic pets and horses and any rent which ceases to be payable to you, up to a maximum period of 6 months.

8. Mortgagees’ interest
Any act or neglect by you or the occupier of your home, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that
- such act or neglect is entirely without the authority or knowledge of the mortgagee;
- as soon as the mortgagee becomes aware of any such act or neglect, written information is forwarded to us and any additional premium required is paid.

9. New fixtures and building works
We will pay up to £75,000 including VAT for loss of or damage to new fixtures, fittings and/or building works owned by you.

We will not pay for any loss or damage
- where the cost of all building works is in excess of £75,000 including VAT unless this has been agreed with us and cover extended as shown in your schedule and any additional premium paid, prior to any works commencing;
- caused by storm or frost to unfixed site materials left in the open;
- to building works that are more specifically insured elsewhere;
- to unfixed materials, fixtures or fittings kept outside the boundaries of your home, whilst awaiting installation or construction.

10. Preventative measures
We will pay up to £2,500, including survey costs, towards the cost of installing at your home, either
a) a water leak detection and prevention system following a claim under this policy for loss or damage caused by the escape of water from the mains domestic water or heating installation, or
b) a flood prevention system following a claim under this policy for loss or damage caused by flood or by flooding resulting from storm provided that
- the final settlement cost of your claim is greater than £20,000 (before the application of this additional benefit);
- you did not have such a device installed at your home prior to the loss;
- this has our prior approval, which we will agree and decide during the claims settlement process.

We will not pay under this Cover if we agree to pay for ‘Preventative measures’ under Section 1 of this policy as a result of the same incident.
11. Reinstatement of gardens

We will pay for the cost of re-landscaping your garden, artificial lawn or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or damage caused by:

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism; or
- the emergency services; or
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

We will not pay for:

- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden, artificial lawn or tennis court
- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub
- more than £5,000 per incident for the removal of debris of fallen trees
- more than 5% of the sum insured on buildings during any one period of insurance.

12. Replacement locks and keys

If the keys (including key fobs and other remote controlled devices used for security purposes) to your home are accidentally lost or stolen we will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys.

We will not pay under this Cover if we agree to pay for ‘Replacement locks and keys’ under Section 1 of this policy, as a result of the same incident.

13. Sale cover

If you contract to sell the buildings of your home the purchaser will be entitled to the cover provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the buildings are not otherwise insured.

14. Trace and access

We will pay the cost of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation or storage tank and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens, provided that this is incurred with our approval.

We will not pay more than £50,000 for any one claim occurring outside your home.
Buildings

What you are not covered for

1. The amount of the excess(es) stated in the schedule

2. Loss or damage caused by
   - the freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains, or their respective associated plant, machinery and equipment
   - storm or flood to fences, hedges or gates other than electrically operated gates
   - felling or lopping of trees
   - subsidence or heave (of the site on which your home stands) or landslip due to:
     - river or coastal erosion
     - bedding down of new buildings or settlement of newly made up ground
     - movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged at the same time and by the same clause
     - demolition or structural repairs or alterations to the buildings
     - inadequate foundations which do not meet building regulations current at the time of construction
   - subsidence or heave (of the site on which your home stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools and hot tubs, hard tennis courts and wind turbines unless the main building of your home is damaged at the same time and by the same cause
   - frost, settlement or shrinkage
   - faulty workmanship, defective design or use of defective materials
   - rusting, corrosion, wet or dry rot, rising damp, fungus, insects, vermin, pests, atmospheric or climatic conditions
   - electrical or mechanical breakdown

3. Loss or damage when your home is unoccupied, caused by
   - accidental damage to fixed glass and sanitary ware
   - the freezing of water within any fixed water or heating installation
   - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to your home being unoccupied:
     - you had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or you had shut off and drained fixed water and heating installations, or
     - you had informed us and we agreed an alternative arrangement with you beforehand

4. Loss or damage when your home is insufficiently furnished for normal living purposes, caused by
   - theft or attempted theft
   - malicious acts or vandalism
   - the freezing of water within any fixed water or heating installation

5. Loss or damage, when your home or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
6. loss or damage caused by or during the process of demolition, dismantling, repair, restoration, renovation, professional cleaning and/or washing, treatment or structural repair or alteration, other than where provision is made under the ‘New fixtures and building works cover’

7. loss of or damage to
   • outdoor items
   • piers, wharfs, docks, jetties or moorings
   • aerials, satellite dishes and CCTV equipment

8. loss or damage for which compensation is provided by legislation

9. the cost of maintenance and normal redecoration

10. loss or damage to underground services
    • for which you are not legally liable
    • caused by gradual deterioration or wear and tear.

Inflation Protection

The sums insured shown in the schedule for this section are index linked and will be adjusted each month in line with a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The sum insured on buildings must represent the full replacement value of the buildings including the additional expenditure listed under Cover 3 - Architects’ and surveyors’ fees and other costs.

We will
• at our option either:
  - reinstate or replace the damaged buildings or any damaged part of the buildings; or
  - pay the cost of any necessary repair or replacement work.
• make a deduction for wear, tear or betterment if:
  - the sum(s) insured on buildings at the time of the loss or damage is less than the cost of rebuilding; or
  - the buildings have not been maintained in good repair or decorative order.

Excess

The excess shown in your schedule will apply to every claim unless:
• the claim is made under covers 2, 3, 4, 5, 7, 8, 10, 12 or 14 where no excess applies
• we have imposed an excess by endorsement shown in your schedule which applies to your claim

Excess Waiver

In the event of a loss greater than £15,000, no excess will apply unless:
• you have chosen to apply a higher excess above the standard policy excess of £250. In this case, only the standard policy excess will be waived
• we have imposed an excess by endorsement shown in your schedule which applies to your claim
• the claim is for loss or damage caused by subsidence, heave or landslip
• the claim is for escape of water from a fixed water or heating installation
• your home is unoccupied at the time of loss.
John Lewis Specialist Home Policy - Section 2

Buildings

Extended replacement

We will if necessary, pay more than the sum(s) insured on buildings provided that:

• your home is not Grade I listed or Scottish Category A;
• we have undertaken an appraisal, or approved an independent valuation on the buildings, which is no more than five years old; and
• the sum(s) insured have been maintained by you since the date of the approved valuation or appraisal to represent the full rebuilding cost, including any adjustments suggested by us, re-valuations and the annual adjustments for inflation; and
• you advise us of any additions, alterations or renovations to your home to reduce the possibility of being underinsured; and
• you reinstate, replace or repair the buildings at the same location; and
• your mortgagee or its assignees have not recalled your mortgage leaving you unable to reinstate, replace or repair the buildings; and
• you commence reinstatement, replacement or repair to the damaged buildings within 180 days from the date of a partial loss.

When you advise us of any planned additions, alterations or renovations to your home, this extension of cover shall be suspended from the commencement of such building works until you notify us when the building works have been completed and provide us with amended sum(s) insured.

Matching items

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

The maximum amount payable

The maximum amount we will pay for

• any one claim is the sum insured shown in the schedule plus index linked increases, less the amount of any applicable excess unless the extended replacement cover applies. We will also pay costs incurred under Cover 2 – Alternative accommodation and loss of rent;
• damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £5,000.
Liability

What you are covered for

1. Occupiers', personal and employers' liability

Provided that your contents are insured under Section 1 of this policy, we will cover you or your family, your domestic employees, for all amounts which you or they become legally liable to pay as damages in respect of accidental

- bodily injury to any person
- loss of or accidental damage to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property

arising as a result of

- your occupation, not ownership, of the buildings or land belonging to the home or your allotment
- your duties as a Neighbourhood Home Watch coordinator
- your owning and renting out of a private residence at a risk address shown in your schedule
- the employment of any domestic employee occurring within the territorial limits and in the rest of the world during a temporary visit not exceeding 90 consecutive days
- any other act or omission of a personal nature committed within the territorial limits and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

2. Property owners' liability

Provided that your buildings are insured under Section 2 of this policy, we will cover you or your family for all amounts that you or your family become legally liable to pay in respect of accidental

- bodily injury to any person other than you, your family or any domestic employee
- loss of or accidental damage to material property

arising

- from your ownership of the buildings or land belonging to your home
- in respect of any buildings previously owned by you and occupied by you for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that:
  - no other policy covers the liability
  - you had sold the buildings before the incident giving rise to the liability occurred. If you cancel this policy following the sale of your home the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

3. Organised events

We will cover you or your family for all amounts which you or your family shall become legally liable to pay in respect of accidental

- bodily injury to any person
- loss of or accidental damage to material property

arising from the hiring out or the opening of your home, its garden and/or land provided that this is for an organised registered charity, religious or community group.
Liability

4. Additional and acquired land

Provided that your buildings are insured under Section 2 of this policy, we will cover you or your family for all amounts which you or your family shall become legally liable to pay in respect of accidental

• bodily injury to any person
• loss of or accidental damage to material property

arising from your ownership of any additional land (provided that you have told us about it) or from any land that you may acquire, within the territorial limits and occurring during the period of insurance provided that

• the land has not been acquired for property development or any business pursuits or activities
• there are no buildings or structures on the land
• you inform us within 60 days of the acquisition and pay any additional premium required
• you are not entitled to indemnity under any other insurance.

5. Quad bikes, go-karts and off-road motorcycles

Provided that your contents are insured under Section 1 of this policy, we will cover you or your family for all amounts which you or your family shall become legally liable to pay in respect of accidental

• bodily injury to any person
• loss of or accidental damage to material property

arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

• when a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
• any go-kart or off-road motorcycle that has an engine size of more than 50cc
• when used in circumstances for which a Road Traffic Act Certificate of Insurance is required
• incidents that occur outside the boundaries of your home
• whilst used for, or for the practise or preparation for, motor sport or competition.

6. Hand or wind propelled watercraft

Provided that your contents are insured under Section 1 of this policy, we will cover you or your family for all amounts which you or your family shall become legally liable to pay in respect of accidental

• bodily injury to any person
• loss of or accidental damage to material property

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst being used

• for racing or speed testing
• in any slalom event or in white water.
7. Tenants' liability

Provided that your contents are insured under Section 1 of this policy, we will cover you or your family for all amounts which you or your family become legally liable to pay as tenant for the cost of making good damage to

- the buildings; or
- the building of any residence occupied by a student member of your family temporarily residing away from your home attending school, university or college; or
- the building of a residence temporarily occupied by you or your family as a result of any cause covered by Section 2 - Buildings of this policy had it been an operative section, up to £2,000,000.

We will not pay for

- the cost of maintenance and normal redecoration;
- liability arising for damage to a building that is unoccupied.

8. Unrecovered damages

Provided that your contents are insured under Section 1 of this policy, we will pay for all sums which you or any member of your family have been awarded by a court within the territorial limits and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured you or the member of your family had the award been made against you or the member of your family rather than to you or the member of your family
- the incident giving rise to the award occurred within the territorial limits and during the period of insurance
- there is no appeal pending
- if any payment is made under the term of this Cover you or the member of your family who has been awarded sums by a court shall assign such award to us
- the amount payable does not exceed £10,000,000.
Liability

What you are not covered for

1. any liability for
   • bodily injury to you or your family
   • loss of or damage to property owned or occupied by or in the custody or control of you or your family other than damage to property for which you or your family are legally liable as tenant

2. liability arising from
   • any incident occurring outside the period of insurance (other than the cover provided under the Defective Premises Act)
   • bodily injury (other than to a domestic employee) or loss of or damage to property arising from the ownership, possession or use of
     - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
     - mechanically or electrically propelled vehicles other than
       - motorised or pedestrian controlled gardening equipment used within the boundaries of your home
       - power assisted pedal cycles, electric wheelchairs and Class 1 or Class 2 mobility scooters
       - pedestrian controlled models or toys
       - motorised golf buggies or electric golf trolleys used within the boundaries of your home or on a golf course
       - quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section
       - trailers or horse-boxes whilst being towed
       - watercraft other than as provided by Cover 6 of this section
       - hang-gliders, hovercraft or aircraft
       - electric scooters
       - whilst being used in a manner that does not comply with current UK law
       - drones and pedestrian controlled aircraft
       - exceeding 2kg in weight
       - whilst being raced
       - whilst being used for any commercial purpose
       - where the user or owner has not complied with the legal requirements and guidelines provided by the UK Government and the Civil Aviation Authority
     - animals other than domestic pets, and horses
     - commercial riding schools and establishments
     - horses whilst being used for racing, steeplechasing or playing polo
     - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
     - shotguns or firearms other than when used for sporting activities or pest control
   • the passing on of any infectious disease or virus
   • any trade, business, profession or employment of you or your family other than if directly arising from
     - the use of your home as an office for non-manual work.
     - your owning and renting out of a private residence at a risk address shown in your schedule
     - incidental business activities such as gardening or babysitting and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
Liability

What you are not covered for (continued)

- the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
- any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
- voluntary work for an organised registered charity, religious or community group
  - any treatment, wrongful specification or professional advice or service given by you, your family or an employee where rendered to a party for a fee
  - any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you or your family
  - any agreement unless liability would have existed without the agreement
  - any act or terrorism other than for accidental bodily injury to a domestic employee
- the cost of remedying any fault or alleged fault.

Basis of claims settlement

In the event of your death or the death of any member of your family, we will reimburse you, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable as shown below.

We may at any time pay to you the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

The maximum amount payable

The amount payable will not exceed
  - £5,000,000 for accidental bodily injury to any domestic employee which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with:
    a) any act of terrorism; or
    b) any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.
  - £10,000,000 in respect of all other claims arising from one cause.

plus any other legal costs and expenses which you or your family have to pay provided they are incurred with our written consent.
Family Protection and Assistance

For your safety and protection we have provided the following covers for you:

Lifestyle Protection
- Fatal injury or acquired disability
- Trauma cover
- Counselling fees
- Stalking
- Fraudulent use of credit cards, bank or building society books

Home Emergency
Our home emergency cover is designed to offer protection against sudden and unforeseen incidences (such as primary home heating system breakdown or burst pipes) or emergency access to home security experts. Our 24 hour helpline provides peace of mind should the worst happen.

Legal Protection
Legal Protection Insurance provides you and your family with a range of legal help and support within areas such as employment or contract disputes and property or tax protection.

Legal Protection is an optional cover that only applies if shown in your Schedule.

Home Cyber
Our cyber cover is designed to help protect against the risks which you may encounter online and put things right if anything goes wrong. Our cover includes:
- Cyber assistance including home systems restoration, professional assistance and computer virus removal
- Cyber-crime cover including financial loss following fraud and hacking
- 24/7 access to Fraud and Cyber specialists who can assist with a range of issues including fraud and identity theft

We hope that you never have to use any of these services but if you do, you can rest assured that we have your interest at heart and we will ensure that, whatever the incident, we will do our utmost to assist you through your traumatic experience.
John Lewis Specialist Home Policy - Section 4a

Lifestyle Protection

What you are covered for

1. Fatal injury or acquired disability

   In the event of injury to you or to any member of your family caused by fire in your home or assault by thieves within the territorial limits, we will pay
   • £100,000 if such injury results in the death of you or your spouse or partner within 3 months of the incident; or
   • £5,000 if such injury results in the death of any member of your family within 3 months of the incident; and/or
   • up to £15,000 for necessary alterations to your home if such injury results in a permanent physical disability.
   The maximum we will pay for any one incident is £100,000.

2. Trauma cover

   In the event of a violent crime being committed against you or any member of your family in your home or in a residence occupied by a student member of your family whilst attending school, university or college and subject to our prior approval, we will pay up to
   • £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident;
   • £15,000 (subject to our prior approval) to either carry out necessary improvements to the security at your home, or for necessary conveyancing, removal and estate agency fees.
   If, within 90 days of the incident, you feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

3. Counselling fees

   In the event of a violent crime being committed against you or any member of your family within the territorial limits, or in the event of trauma to you or a member of your family caused solely and directly from a cyber bullying occurrence, we will pay up to £5,000 for professional private counselling fees, in any one period of insurance.
   • You must have a valid John Lewis Specialist Insurance Policy in place at the time of the claim;
   • Cover under this section will cease to be payable after 12 months from the date of the incident.

4. Stalking

   Subject to our prior approval, we will pay for the following costs that you or your family incur as a result of, or the threat of, stalking, physical injury, harassment or damage to your home caused by a third party who is subject to an injunction or order of a court of competent jurisdiction, up to a maximum of £20,000 in any one period of insurance:
   • up to £15,000 to carry out agreed improvements to the security at your home
   • up to £5,000 for necessary temporary accommodation
   • up to £5,000 towards the cost of using professional security guards or seeking professional security consultants.
Lifestyle Protection

4. Stalking (continued)

We will not pay for
- any claim for an incident which occurs outside the territorial limits
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by you or a member of your family.

5. Fraudulent use of credit cards, bank or building society cards

If you suffer financial loss resulting from the fraudulent use of your credit cards, bank or building society cards anywhere in the world we will pay up to £30,000 provided that
- the loss is reported to the issuing organisation within 24 hours of discovery and you comply with all the terms and conditions under which the credit is issued; and
- you have not been reimbursed by the issuing organisation.
John Lewis Specialist Home Policy - Section 4b

Home Emergency

Sedgwick International UK administer our Home Emergency service and 24 hour helpline. The 24 Hour Helpline number is 0330 134 8166.

In the event of a home emergency please call the helpline rather than contact contractors directly.

The Home Emergency team will check that the problem is covered under this policy and falls within the definition of ‘home emergency’ given below. They will then arrange for an approved contractor to come to your assistance as quickly as possible. The contractor will charge the cost of any work covered directly to us.

Please do not make your own arrangements for a contractor to attend your home in the event of a home emergency without our prior consent, as you will not be entitled to claim back any costs.

Major emergencies which could result in damage to property or bodily injury should be immediately notified to the emergency services and any appropriate supply company. Gas leaks should be immediately notified to the National Gas 24 hour Emergency Service on 0800 111 999.

Definitions applying to this section

Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition stated below and a definition elsewhere in this policy, the definition stated below will apply.

- **contractor**: a qualified person approved and instructed by the helpline to undertake emergency work.

- **home emergency**: a sudden and unforeseen situation which if not dealt with quickly would:
  - render the home unsafe or insecure,
  - damage or cause further damage to the home
  - cause risk to you or your family

- **primary heating system**: the principal central heating and hot water systems at your home excluding any form of solar or warm air heating systems.

- **work**: all efforts made by the contractor to rectify, limit or prevent damage in respect of the home emergency covered under this policy.

- **vermin**: brown or black rats, house or field mice, squirrels, wasps or hornets nests.

What you are covered for

The cost of contractors’ call out and labour charges, parts and materials up to £1,500 including VAT, in providing assistance in the event of a home emergency where one or more of the following has occurred in your home:

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the complete failure or breakdown of:
  - the primary heating system
  - the electricity supply system
  - the permanently installed cooking system
- external locks, doors or windows have either failed or been damaged as to render the home insecure
- you have lost or damaged the only available key to the home and you are unable to replace it or gain normal access, or you have locked yourself out with no access to another key
- vermin inside your home.
What you are not covered for

1. work in excess of £1,500 including VAT
2. costs incurred by you before we have accepted a claim or authorised repairs
3. any additional costs incurred at your request in fitting replacement parts or components of a superior specification to the original
4. call-out charges if there is no-one at your home when the contractor arrives
5. costs arising from or in connection with
   - circumstances known to you prior to the inception date of your policy
   - any system, equipment or facility which has not been properly installed, serviced, maintained or repaired in accordance with the manufacturer’s instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
   - replacement or adjustment to any decorative or cosmetic part of any equipment
   - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
   - boilers over 15 years old or those beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it).
   - boilers with an output of over 60kw per hour or 250,000 BTU
   - detached or non-integral garages or outbuildings other than outbuildings used for residential dwelling purposes or for your trade, business or profession
   - cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates,
   - work in respect of vermin outside the confines of the private dwelling, other than outbuildings used for residential dwelling purposes or for your trade, business or profession
   - wilful act or omission or neglect by you
   - claims arising after the home has been left unoccupied
   - the interruption or disconnection of utility services to the home however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
   - materials or labour charges covered by manufacturers’, suppliers’ or installers’ guarantee or warranty
   - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the buildings, faulty workmanship or the use of defective materials, or river or coastal erosion.
   - failure of or damage to:
     - rainwater drains
     - soakaways
     - any pipes/drains for which you are not legally responsible

Complaints

If you have a complaint under this section, please direct it in the first instance to:

Home Emergency Team
Sedgwick International UK
Oakleigh House
14-16 Park Place
Cardiff
CF10 3DQ
Telephone: 0345 601 3353
E-mail: HEcomplaints@uk.sedgwick.com
John Lewis Specialist Home Policy - Section 4c

Legal Protection

This section is only operative if stated in the schedule.

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited.

Definitions applying to this section

Wherever the following words or expressions appear in this Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply

appointed representative

The preferred law firm, law firm, accountant or other suitably qualified person we will appoint to act on your behalf

costs and expenses

a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment

b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement

countries covered

a) For Insured Incident 3, Personal Injury:
Worldwide

b) For Insured Incident 2, Contract Disputes:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

c) For all other Insured Incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time

date of occurrence

a) For civil cases other than as specified under (c) below:
The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)

b) For criminal cases:
The date you began, or are alleged to have begun, to break the law

c) For Insured Incident 6, Tax Protection:
The date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry
preferred law firm

A law firm or barristers’ chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

reasonable prospects

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

secondary home

Private dwellings and/or private land owned by you and which is used by you for residential purposes only, situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder’s agreement to claim.

What is covered

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

a) reasonable prospects exist for the duration of the claim
b) the date of occurrence of the Insured Incident is during the period of insurance
c) any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which we agree to, within the countries covered, and
d) the Insured Incident happens within the countries covered.

What we will pay

We will pay an appointed representative, on your behalf, costs and expenses incurred following an Insured Incident, provided that:

1. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
2. the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. The amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist.
4. for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that reasonable prospects exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.
John Lewis Specialist Home Policy - Section 4c

Legal Protection

What we will not pay

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

b) The first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has reasonable prospects). If you do not pay this amount, the cover for your claim could be withdrawn.

Insured Incidents

1. Employment Disputes

A dispute relating to your contract of employment or future employment.

Please note that a dispute is deemed to have occurred once all employer’s disciplinary hearings and internal grievance procedures have been completed.

We will not pay

Costs and expenses for:

1. any claim relating solely to personal injury (please refer to insured incident 3. Personal Injury).
2. a settlement agreement while you are still employed.

2. Contract Disputes

A dispute arising from an agreement or an alleged agreement which you have entered in a personal capacity for:

a) buying or hiring in goods or services.
b) selling goods.
c) buying or selling your principal home.
d) renting your principal home as a tenant.

Please note that:

i) you must have entered into the agreement or alleged agreement during the period of insurance, and

ii) the amount in dispute must be more than £100 (including VAT).

We will not pay for

A claim relating to the following:

1. construction work on any land, or designing, converting or extending any building where the contract value exceeds £75,000 (including VAT)
2. a motor vehicle owned by, or hired or leased to you.
3. the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim);
4. a dispute arising from any loan, mortgage, pension, investment or borrowing;
5. a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from you buying or selling your principal home or you renting your principal home as a tenant). However, we will cover a dispute with a professional adviser in connection with these matters.
John Lewis Specialist Home Policy - Section 4c

Legal Protection

3. Personal Injury

Costs and expenses to pursue your legal rights following a specific or sudden accident that causes:

a) your death or bodily injury to you
b) psychological injury or mental illness to you

We will not pay for:
A claim relating to the following:
1. illness or bodily injury which happens gradually; or
2. Defending your legal rights, but defending a counter-claim is covered
3. Clinical negligence (please refer to insured incident 4. Clinical Negligence)

4. Clinical Negligence

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.

We will not pay for:
A claim relating to the following:
1. the failure or alleged failure to correctly diagnose your condition;
2. the delay or alleged delay to diagnose your condition;
3. psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

5. Property Protection

A civil dispute relating to your principal home or secondary home, or personal possessions, you own, or are responsible for, following:

a) An event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note we will not defend your legal rights but we will cover defending a counter-claim.

b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over; or in connection with it).

c) a trespass

Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

We will not pay:
1. A claim relating to the following:
   a) A contract you have entered into
   b) Any building or land other than your principal home or secondary home
   c) Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority
   d) Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
   e) A motor vehicle owned or used by, or hired or leased to you
   f) Mining subsidence
   g) Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)
5. Property Protection (continued)

1. h) The enforcement of a covenant by or against you.
2. The first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has reasonable prospects). If you do not pay this amount, the cover for your claim could be withdrawn.

6. Tax Protection

A comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.

We will not pay for
1. Any claim if you are self-employed, a sole trader, or in a business partnership
2. An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7. Jury Service and Court Attendance

Your absence from work:

a) to attend any court or tribunal at the request of the appointed representative
b) to perform jury service.

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

We will not pay for
Any claim if you are unable to prove your loss.

8. Legal Defence

1. Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to:
   a) you being prosecuted in a court of criminal jurisdiction; or
   b) civil action being taken against you under:
      i) discrimination legislation; or
      ii) data protection legislation
2. Costs and expenses to defend your legal rights if an event leads to your prosecution for an offence connected with the use or driving of a motor vehicle

We will not pay for
1. Parking or obstruction offences
2. The driving of a motor vehicle by you for which you do not have valid motor insurance
3. Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.
John Lewis Specialist Home Policy - Section 4c

Legal Protection

9. Social Media Defamation

Following defamatory comments made about you on a social media website, we will pay costs and expenses to provide a formal written request that the comments are removed from the website:

a) We will write one letter to the provider of the social media website.

b) Where the authors’ identity is known, we will also write one letter to the author.

We will not pay for:
Any claim where you are not aged 18 years or over.

What you are not covered for

1. A claim where you have failed to notify us of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.

2. Costs and expenses incurred before our written acceptance of a claim.

3. Fines, penalties, compensation or damages that a court or other authority orders you to pay.

4. An Insured Incident intentionally brought about by you.

5. Any legal action you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

6. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against you.

7. A claim relating to written or verbal remarks that damages your reputation other than where cover is provided under Insured Incident 9, Social Media Defamation.

8. A dispute with us and/or Covea Insurance plc not otherwise dealt with under Condition 8 of this section.

9. An incident arising before cover under this section commenced.

10. Costs and expenses arising from or relating to Judicial Review, coroner’s inquest or fatal accident enquiry.

11. Any claim where you are not represented by a law firm, barrister or tax expert.

Conditions applicable to this section

1. You must:
   a) keep to the terms and conditions of this section;
   b) take reasonable steps to avoid and prevent claims;
   c) take reasonable steps to keep any amount we have to avoid incurring unnecessary costs;
   d) send everything we ask for, in writing;
   e) report to us full and factual details of any claim as soon as possible and give us any information we need.

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

3. a) You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.

b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.

c) We may decide to pay you the reasonable value of your claim instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.

4. a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this

b) You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay, and must pay us any amounts that are recovered.

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

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

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

8. If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. You can cancel this policy by telling us within 30 days of taking it out, or at any time afterwards as long as you tell us at least 30 days beforehand. We can cancel this policy at any time as long as we tell you at least 30 days beforehand.

Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.
John Lewis Specialist Home Policy - Section 4c

Legal Protection

 Conditions applicable to this section (continued)

10. a) You must co-operate fully with us and the appointed representative.
   b) You must give the appointed representative any instructions that we ask you to.

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

12. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

How to make a claim

If you wish to speak to our legal teams about a legal problem, please phone us on 0330 134 8168. We will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone us on 0330 134 8168 and we will give you a reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.
John Lewis Specialist Home Policy - Section 4c and 4d

Legal Protection and Home Cyber

Please note that the following content relates to the Legal Protection and Home Cyber Sections

• Complaints
• Data Protection
• DAS Head and Registered Office
• Financial Services Compensation Scheme

Complaints

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:
• phoning 0344 893 9013
• emailing customerrelations@das.co.uk
• writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
• completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.
(Details available from www.financial-ombudsman.org.uk)

You can contact them by:
• phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
• emailing complaint.info@financial-ombudsman.org.uk
• writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Data Protection

To comply with data protection regulations we are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. We will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner’s Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the
Data Protection (continued)

policy includes legal advice we may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

What is our legal basis for processing your information?

It is necessary for us to use the personal information to perform our obligations in accordance with any contract that we may have with the person taking out this policy. It is also in our legitimate interest to use the personal information for the provision of services in relation to any contract that we may have with the person taking out this policy.

How long will your information be held for?

We will retain personal data for 7 years. We will only retain and use the personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you no longer want us to use the personal data, please contact us at dataprotection@das.co.uk.

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Or via email: dataprotection@das.co.uk

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.
Legal Protection and Home Cyber

Data Protection (continued)

If you remain dissatisfied, the Information Commissioner’s Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

DAS Head and Registered Office

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

Registered in England and Wales, Company Number 103274, Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk
Home Cyber

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited.

Definitions applying to this section

Wherever the following words or expressions appear in this Home Cyber section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

- **computer Virus**: Any malicious software (malware), program code or programming instruction designed to cause damage to your home systems.

- **costs and expenses**: All reasonable and necessary costs and expenses we agree to in writing for investigating, rectifying or resolving your claim.

- **cryptocurrencies**: Any digital asset (such as Bitcoin) within a decentralised (operating independently from a central bank) payment network of accounts, balances and transactions that uses secure communication to prevent counterfeiting and fraudulent payments.

- **cyber event**: a) malicious deletion, corruption, unauthorised access to, or theft of data; or b) damage or disruption caused by computer virus, hacking or denial of service attack affecting your home systems.

- **damage**: Total or partial loss, damage, destruction, or corruption.

- **data**: Facts, concepts, information, ideas, text, recordings and images which are converted to a form which is processed by your home systems, but not including software and programs.

- **denial of service attack**: Malicious and unauthorised attack which prevents the use of or access to your home systems by disrupting their connection to the internet.

- **domestic employee**: Any person who is: a) employed by you under a contract of service; b) self-employed and working on a labour-only basis under your control or supervision; In respect of domestic duties.

- **hacking**: Malicious or unauthorised access to any home systems by electronic means.

- **home**: Your main residence and a second, weekend and/or holiday residence used or lived in by you.

- **home systems**: Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.
Home Cyber

period of insurance
The period for which we have agreed to cover you.

we, us, our, DAS
DAS Legal Expenses Insurance Company Limited.

you/your
The person who has taken out this policy (the policyholder) and any member of their family and household (including domestic employees and those in full time education) who permanently resides with them at the home and where applicable, their personal representatives. This includes students temporarily living away from the home.

Anyone claiming under this section must have the policyholder’s permission.

What is covered

We agree to provide the insurance described in this section for you, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

a) the cyber event or insured incident is discovered during the period of insurance;

b) any claim first made against you by a third party occurs during the period of insurance;

c) any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which we agree to, within the United Kingdom.

What we will pay

We will pay on your behalf, costs and expenses incurred following an insured incident provided that:

The most we will pay on your behalf in costs and expenses for all claims accepted under this section during the period of insurance is £50,000

This is the total maximum limit in any one period of insurance, regardless of the number of claims.

What we will not pay

The first £100 of each and every claim. You will be asked to pay this excess once your claim has been settled.

If more than one excess is applicable to your claim, you will only be asked to pay one excess.
John Lewis Specialist Home Policy - Section 4d

Home Cyber

What you are covered for (continued)

Section 1 – Cyber assistance

We will pay costs and expenses for the following arising as a result of a cyber event:

a) Home systems restoration
   Investigating, reconfiguring and rectifying any damage to your home systems, and restoring data
b) Computer virus removal
   Locating and removing a computer virus from your home systems
c) Professional assistance
   Hiring professional consultants to make recommendations on how to prevent your home systems from being infected by computer virus or to prevent hacking.

We will not pay for:
A claim relating to the following:

a) The cost to recreate data (including cryptocurrencies) if you cannot restore it from other sources
b) The value of data (including cryptocurrencies) to you, even if the data cannot be restored.

Section 2 - Cyber crime

We will pay costs and expenses for the following:

a) Fraud
   Your financial loss as a result of a fraudulent or fake communication; or the input, destruction or modification of data in your home systems which results in:
   1. money being taken from any account
   2. goods, services, property or financial benefit being transferred
   3. any credit arrangement being made.
   Provided you have not received any benefit in return.

b) Hacking
   Payments to your telephone service provider that you become liable for as the result of hacking into your home systems.

c) Cyber ransom
   Responding to a ransom demand, if anyone has or threatens to:
   1. disrupt your home systems by introducing a computer virus, or to initiate a hacking attack or denial of service attack against you
   2. release, publish, corrupt, delete or alter your data if this would cause you harm or damage your reputation.
   Provided that you can demonstrate that you have reasonable grounds to believe the threat is not a hoax, and you have reported it to the police.

We will not pay for:
A claim relating to the following:

a) The loss, destruction, modification or transfer of cryptocurrencies. This only applies to Section 2 - Cyber Crime a) Fraud.
b) The payment of a ransom demand. This only applies to Section 2 - Cyber Crime c) Cyber Ransom.
John Lewis Specialist Home Policy - Section 4d

Home Cyber

What you are not covered for

1. **Advance fee fraud**
   An advance fee fraud, fraud or scam where you provide an up-front payment based on the expectation of receiving in return a larger amount of money or something with a greater value.

2. **Business activities**
   Any activities carried out by you for business or professional purposes.

3. **Circumstances before this section started**
   a) Circumstances which existed before any cover provided by this section started, and which you knew about;
   b) Claims or circumstances which you have already reported, or which you should have reported, to a previous insurer before the period of insurance.

4. **Confiscation**
   Your property being confiscated or damaged by, or under the order of, any government, public or police authority.

5. **Other insured parties**
   Any dispute or claim between you and anyone entitled to make a claim under this section.

6. **External network failure**
   Any loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you. This exclusion shall not apply to any losses caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

   Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

7. **Wilful acts**
   Any wilful act or omission by you (or on your behalf) deliberately intended to cause a claim under this section.

8. **Patent**
   Infringement of any patent.

9. **Wear and tear**
   Losses due to:
   a) wear and tear, gradual deterioration or rust;
   b) scratching or chipping of painted or polished surfaces;
   c) erosion or corrosion; or
   d) gradual reduction in performance.

   However, we will pay for loss resulting from the causes above which we would otherwise have paid under this section.
10. Court awards and fines
   a) fines, penalties, or other damages that a court or other authority orders you to pay;
   b) compensation that a court or other authority orders you to pay.

11. A dispute with DAS
   Any claim under this section for a dispute with us. For disagreements with us about the handling of a claim, refer to condition 6 under this section.

12. Motor Vehicles
   Any claim relating to motor vehicles, including hybrid and electric motor vehicles.
Conditions

1. Reporting a claim

As soon as you know about any incident or circumstance that may result in a claim against you or a claim under this section you must:

a) take all reasonable steps and precautions to prevent further damage or other loss covered by this section;

b) immediately tell the police about any loss or damage relating to crime and get a crime reference number;

c) tell us, providing full details, as soon after the incident or circumstances as possible and within 14 days, in the case of you knowing about an incident or circumstance that has resulted in or may result in you receiving a claim against you.

In addition you must also:

a) keep any damaged home systems and other evidence, and allow us to inspect it;

b) co-operate with us fully and provide all the information we need to investigate your claim or circumstance;

c) give us details of any other insurances you may have which may cover loss covered by this section;

d) attempt to recover financial loss relating to your claim under Section 2 Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and

e) tell us if you recover money from a third party in relation to a claim (you may need to give the money to us).

You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without our written permission.

2. Enforcing your rights

We may, at our expense, take all necessary steps to enforce your rights against any third party. We can do this before or after we pay a claim. You must not do anything before or after we pay your claim to affect our rights and you must give us any help and information we ask for.

You must take reasonable steps to make sure that you protect your rights to recover amounts from third parties.

3. Disposing of home systems

You must make sure that you take precautions for disposing of and destroying home systems in order to protect data. If your home system is subject to a claim, you must not dispose of or destroy it unless instructed to do so by us.

4. Reasonable care

You must:

a) make sure that your home systems are used and maintained as recommended by the manufacturer or supplier; and

b) take all reasonable steps and precautions to prevent or reduce damage or other loss covered by this section.
5. **Defence software**

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

6. **Arbitration**

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

7. **Claims under this section by a third party**

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

8. **Other insurances**

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

9. **Law that applies**

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

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

10. **Cancellation**

This cover is automatically included in your John Lewis Specialist Home policy and cannot be cancelled unless the main contract is cancelled at the same time. Please refer to the main policy terms and conditions for full details.

**How to make a claim**

Please phone us on 0333 130 4614

Available 24 hours a day, seven days a week. We will ask you about your issue and if necessary call you back to deal with your query.

When you make a claim, it is very important that you meet all of the requirements of this section, particularly under section condition 1 ‘reporting a claim’ on page 57. If you do not we may not pay part or all of your claim.

Please do not admit responsibility or liability, arrange for a contractor yourself without our express permission. We will not pay for any work which has not been authorised by us in advance.

Please refer to page 49 to 51 for the following content applicable to the Legal Protection and Home Cyber Sections

- Complaints
- Data Protection
- DAS Head and Registered Office
- Financial Services Compensation Scheme
John Lewis Specialist Home Policy

General Conditions

Please make sure you read this page

Your agreement with us

Your John Lewis Specialist Home Insurance Policy is evidence of the contract that is in place between you and us.

The policy and the schedule, including any specific terms and conditions stated, should be read together as one document.

We will insure you in accordance with the policy terms and conditions in respect of the sections of cover as shown in the schedule as applying to you against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.

Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in your schedule and Statement of Fact which we will issue to you at the commencement of this policy and again at each renewal. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should carefully check your schedule and Statement of Fact to ensure that all details have been accurately and completely recorded.

Changes in risk

You must notify us immediately of any changes in circumstances which may increase the possibility or extent of loss, damage or legal liability covered by this policy. For example, we would need you to notify us:

• of any change to the occupancy of your home or if it is to be left unoccupied for a period of more than 60 consecutive days
• if you or anyone living with you:
  − have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
  − have been declared bankrupt, entered into an IVA (Individual Voluntary Arrangement) or become subject to bankruptcy proceedings, or been served with any County Court Judgments;
  − have changed your occupation or profession within the last 12 months. Please refer to your Statement of Fact Document.
• if you are to have any building works undertaken to your home, where the cost of such works is in excess of £75,000 including VAT
• if you have suffered a break-in or attempted break-in to your home which you have not previously notified us of
• if any business activities are being undertaken at your home which you have not previously notified us of
• if the sums insured shown in your schedule do not accurately reflect the full replacement cost of your buildings, contents, art and antiques or jewellery and watches

These are just some examples and there may be other circumstances we would want you to tell us about. We reserve the right to decline cover or to change the premium and terms of this policy if you change any of the information contained within your schedule or Statement of Fact. Please tell us, as soon as possible, if there are any changes to any of the details that are shown within your schedule or Statement of Fact. If you are in any doubt please contact us directly as a failure to notify us of any such changes could lead to your policy being cancelled, or a claim rejected or not fully paid.

We recommend that you keep a copy or a record of all information you give to us.
John Lewis Specialist Home Policy

General Conditions

Please make sure you read this page

Misrepresentation/Non-Disclosure

Should we discover that any information you have provided is inaccurate, false, incomplete or misleading we reserve the right under the Consumer Insurance (Disclosure and Representations) Act 2012 to either cancel your policy or amend terms either from inception or from when you failed to disclose the correct information. This is on the grounds we would not have offered cover or would not have offered cover on the existing terms had the correct information been disclosed. Where this is the case, we also reserve the right to decline any claims and recover from you any monies paid.

Claim conditions

In the event of a claim or possible claim you must:

• advise the police as soon as possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside your home;
• advise us as soon as possible;
• not admit or deny liability without our written consent;
• send us all documentation relating to any court proceedings as soon as it is received;
• provide us, if requested, with all assistance, details and evidence we may reasonably require to substantiate your claim or enable us to pursue a recovery under the Subrogation Condition (see below) including, but not limited to, relevant purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property, or estimates for the replacement or repair of damaged property.

We will pay for any expenses you necessarily incur, subject to our prior consent and approval, in providing us with any of the above.

Compliance with terms

The Company’s liability to make any payment under the policy is conditional upon your compliance with the terms and conditions of the policy.

Duty of care

You and your family must take all reasonable steps to prevent loss, damage, accident or bodily injury and to maintain the property insured in a good state of repair.

Theft security

In the event of a theft or attempted theft from your home, you must take such reasonable extra precautions to improve the physical security of your home as we consider necessary. If you do not implement these improvements, we may exercise our right to discontinue theft cover.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage as we consider appropriate.

Subrogation

This means that we may take over and deal with, in your name, the defence or settlement of any claim. We will pay any costs and expenses involved. We may also start proceedings in your name to recover, for our benefit, the amount of any event insured under this policy.
Fraud

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

If any claim is fraudulent in any respect, or fraudulent means are used to obtain benefit under this policy, or if any damage is caused by the wilful act or with the connivance of you or your family or anyone acting on your or their behalf, all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

Other insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if you are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Sanctions

No cover is provided and we will not be liable to make any payment or provide any benefit under this policy where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country. Where any such prohibition or restriction applies we retain the right to cancel this policy immediately; in that event you may be entitled to a pro-rata refund of the premium, providing that any payment or refund does not breach any prohibition or restriction imposed by law.

Law applicable to this contract

Unless some other law is agreed in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

Cooling off and Cancellation

You may cancel this policy by writing to Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX, or by phoning 0330 134 8161.

We may cancel this policy or any section by sending you a recorded delivery letter to your last known address, giving 30 days notice where an exceptional or valid reason exists for doing so.

You may cancel this policy or any section within 30 days from the date it begins (as stated in the schedule) or from the date you receive this policy document, whichever is the later. You will receive a full refund of premium but if there has been an accident which has resulted or could have resulted in a claim, you must reimburse us for any amounts we have paid or may be required to pay, in respect of the incident.

In the event of cancellation by you after the 30 day period described above or cancellation by us at any time, we will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current period of insurance.

If you are paying by monthly instalments we will stop applying for your monthly premium and may exercise our right to collect the balance of any outstanding premium instalments in the event of a claim.
Cooling off and Cancellation
(continued)

If you have agreed to pay your premiums by instalments and any one instalment still remains unpaid 14 days after it was due, we reserve the right to cancel your policy with effect from the date upon which the unpaid instalment was due. In that event, we will send you written notification of cancellation by recorded delivery letter.

If this policy is cancelled, then all covers provided under Section 4 of this policy will also be cancelled.

Joint policy consent

If there is more than one person named in the schedule as the insured, any request for change(s) to, or cancellation of, the policy by one insured person shall be treated by us as if all persons have consented to such change(s) or cancellation.

Transfer of interest

You may not transfer your interest in the policy without our consent.

Contracts (Rights of Third Parties Act)

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.
What you are not covered for

1. loss or damage or any claim caused by
   • deliberate or criminal acts by you or your family
   • malicious acts by tenants or paying guests
   • wear, tear or the gradual deterioration of something with age and over time
   • confiscation or detention by Customs or other officials or authorities
2. any loss of any kind incurred by you or your family which is not directly associated with the incident that caused you to claim (except as stated in the policy)
3. any loss, damage or legal liability occurring outside the period of insurance other than cover provided under Section 3 Liability, under the Defective Premises Act
4. any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden, unintended, unexpected and identifiable incident occurring during the period of insurance
5. mechanical or electrical breakdown or failure and loss or damage that follows as a direct consequence thereof, except for loss or damage that is otherwise covered by this policy
6. any loss or damage resulting from building works to your home, where the cost of such building works is in excess of £75,000 including VAT unless this has been agreed with us and cover extended as shown in your schedule and any additional premium paid, prior to any works commencing
7. any loss or damage to property, any cost or expense or legal liability or bodily injury, directly or indirectly caused by or contributed to by or arising from, any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
   a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power
   b) biological or chemical contamination due to any act of terrorism
   c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above.
   If we allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on you
8. any loss or damage to property, any expense or legal liability or bodily injury directly or indirectly caused by or contributed to by or arising from
   • ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   • the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or component
   • pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
   • any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   • any chemical biological bio-chemical or electromagnetic weapon
9. any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

10. (applicable to sections 1 and 2 of this policy) any loss or damage caused by or arising from the loss of, alteration of, damage to or a reduction in the functionality, availability or operation of your home systems and/or any associated data other than
   • loss or damage covered under section 4d Home Cyber
   • subsequent damage which is otherwise covered under this policy

Please refer to Section 4d for the definitions of home systems and data. Such definitions will be applicable to this exclusion.
Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc (‘we, us, our’) and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as “sensitive personal information”, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

• It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you
• we have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services
• we have a legal or regulatory obligation to use such personal information
• we need to use such personal information to establish, exercise or defend our legal rights
• you have provided your consent to our use of your personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

• Reinsurers, Regulators and Authorised/Statutory Bodies
• Credit reference agencies
• Fraud prevention agencies
• Crime prevention agencies, including the police
• Suppliers carrying out a service on our, or your behalf
• Product providers where you’ve opted to buy additional cover
• Other insurers, business partners and agents
• Other companies within the Covéa Insurance Group.

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.
How we use your information
(continued)

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated Decisions
We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to Contact Us
Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent ME19 4JX
or email: dataprotection@coveainsurance.co.uk.

Authorisation and Regulation
Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services register number is 202277.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations.

Further information is available from
Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Website address: www.fscs.org.uk
Your Notes
John Lewis Specialist Home Insurance is provided by Covea Insurance plc and by DAS Legal Expenses Insurance Company Limited in relation to the Legal Protection and Home Cyber cover. Covea Insurance plc is registered in England and Wales, registration number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Financial Services registration number is 202277.