John Lewis
Specialist Home Insurance Policy
Thank you for insuring your home with us.

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 optional Legal Protection 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 5 of this document.
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Please check your Schedule to see which sections of cover apply to you.
John Lewis Specialist Home Policy

Helplines

Home Emergency
A 24 hour Helpline operated by Cunningham Lindsey UK that provides a call-out service for emergency repairs. Please see full details on pages 36-37

The following helplines are only available in Section 4c, Legal Protection has been selected and is shown in your Schedule.

Legal Advice
A 24 hour Helpline operated by DAS Law Limited* that will provide you and your family with confidential advice over the phone on any personal legal issue, under the laws of 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, we will call you back.

*DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). Registered in England and Wales under company number 5417859.

Website: www.daslaw.co.uk DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL

Tax Advice
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, we will call you back.

Health & Medical Information Service
A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with assistance and information (non diagnostic) on health and fitness matters. Health and Medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

Counselling Service
A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited providing you 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 we refer you.

Please note that calls (except those to the Counselling Service) 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 per year.

To make a claim, please contact: 0800 916 6890

For claims under sections 4b and 4c please use the following contact details:
• Home Emergency: 0330 134 8166
• Legal Protection*: 0330 134 8168

* 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:

- Make sure you have locks on all doors and windows
- Consider installing an alarm at your home to increase security
- Keep cash, keys, credit cards and any portable high risk items out of sight
- When you are away on holiday, use time switches so the home looks occupied
- Always ensure bicycles are locked securely to a permanent structure
- Be aware of bogus officials and don’t allow anyone to enter your property without first checking their identity.

**Dealing with burst pipes and leaks**

Reduce the risk of burst pipes and leaks by:

- leaving the heating on a minimum of 15°C
- insulating all pipes including those in the attic as these pipes are the most likely to freeze
- insulating your cold water tank
- opening the loft hatch so warm air can circulate to help prevent freezing in cold weather spells
- 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.

**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.

**Carbon Monoxide**

Carbon monoxide is a colourless, odourless poisonous gas, which makes it difficult to detect. Symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and breathlessness. Take some basic precautions to ensure you're safe:

- Never use a gas appliance if it’s not working properly. Signs to look out for are:
  - yellow or orange flames;
  - soot stains around the appliance; and
  - a pilot light that frequently blows out.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer
- If you live in rented accommodation your landlord has a legal duty to carry out an annual safety check. They must provide you with a copy of the completed gas safety check certificate
- Install a carbon monoxide detector. Check it complies with British Standard EN 50291 and carries a British or European approval mark.
Helpful Hints

Fire Prevention

• Smoke detectors are important safety devices. Fit detectors in prominent places in your home and check the batteries on a regular basis
• 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 – don’t use water
• 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 replaced
• Be careful not to overload plugs. You should fit no more than one plug per socket; use an extension lead if you need to fit more
• Ensure smoking materials are properly extinguished/discarded.

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 potential 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
• 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 communication is genuine. Do not use telephone numbers or links contained within emails.
Additional Policy Features

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 £3,000 for the installation of flood or leak detection (see pages 16 and 23 for full terms and conditions)
• Unlimited replacement for locks and keys if lost or stolen (see pages 16 and 24 for full terms and conditions)
• Up to £30,000 if you’re the target of credit card fraud (see page 35 for full terms and conditions)
• Up to £10,000 towards environmental home upgrades (see page 22 for full terms and conditions)

Understanding your lifestyle…
• Worldwide, all risks cover;
• Cover during building works on your property up to £75,000 (see page 23 for full terms and conditions);
• Cover available for your property portfolio, including rental properties and 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@johnlewisspecialisthomeinsurance.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 37)
• Legal Protection (page 45)

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

You can also register a complaint with the European Union’s Online Dispute Resolution platform (or ODR). Their website is http://ec.europa.eu/consumers/odr/ The ODR will simply pass your complaint to the Financial Ombudsman Service.

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 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.

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, power assisted pedal cycles, 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;
- arial, 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 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**.

**home**

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

**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.

**tenant’s 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 permanently residing with you 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. 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.

22. 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.

23. 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.
Contents, Art and Jewellery

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 possessions of student members of your family whilst attending school, university or college, or of pedal cycles, from any building other than your home unless force and 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, 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
   • drones
     - exceeding 2kg in weight
     - whilst being raced
   • 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
   • 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
3. (continued)
   • 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
     - while being used for racing or time trials
   • 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,
     - 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

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

We will deduct the amount of any applicable excess shown in the schedule. However, the excess will not apply to claims made under Covers 3, 7, 10, 11, 14, 18, 19, 20, 21, 22 or 23
• for loss or damage to refrigerated and/or frozen food

If the claim is for specified items and/or the net final settlement cost of your claim is greater than £10,000 the excess will be reduced by £250 (or waived if less than £250) unless:
• the claim is only for loss or damage caused by the escape of water from a fixed water or heating installation;
• we have imposed an increased excess by endorsement or memorandum in the policy schedule which applies to the claim.

Specified items and agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by us, we will base our settlement on 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.
Contents, Art and Jewellery

Basis of claims settlement continued...

**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 three 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.

**Stamp, coin, or banknote collections**

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.
Contents, Art and Jewellery

Basis of claims settlement continued...

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 21 - 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
- possessions 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.
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 contract works

For the purposes of this cover ‘contract works’ is defined as: building works, alteration, extension and/or refurbishment work being undertaken at your home by you or on your behalf, including unfixed site materials for use in connection with such works. We will pay up to £75,000 for loss of or damage to new fixtures, fittings and/or contract works owned by you or for which you are responsible, all kept within the boundaries of your home, whilst awaiting installation or construction.

We will not pay for any loss or damage

- where the cost of all contract works is in excess of £75,000 and/or where you have entered into a contract which removes or limits your legal rights against the contractor (unless this has been agreed with us);
- caused by storm or frost to unfixed site materials left in the open;
- to contract works that are more specifically insured elsewhere.

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 and grass tennis courts

We will pay for the cost of re-landscaping your garden 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 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.
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, 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 contract 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

We will deduct the amount of any applicable excess shown in your schedule. However, the excess will not apply to claims made under covers 2, 3, 4, 5, 7, 8, 10, 12 or 14

If the net final settlement cost of your claim is greater than £10,000 the excess will be reduced by £250 (or waived if less than £250) unless
• the claim is for loss or damage caused by subsidence, heave or landslip or the escape of water from a fixed water or heating installation
• we have imposed an increased excess by endorsement in the policy schedule which applies to the claim.
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 three 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.

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.
John Lewis Specialist Home Policy - Section 3

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 and, if requested by you, 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
  - 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
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.
John Lewis Specialist Home Policy - Section 3

Liability

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
   • 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
       - drones
         - 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 flights within the Air Navigation Order 2016 or subsequent amending regulation which requires:
           - the drone must remain within the users direct sight at all times whilst flying
           - the drone must not fly above 400ft (120m) above the surface
           - the user must not endanger anyone, or anything with the drone including any articles dropped from it
           - the drone must not be flown near an airport or aircraft
         - 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
Liability

What you are not covered for

(continued)

- 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.
  - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
  - 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

3. 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 your, 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

Legal 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 to put things right if anything goes wrong. Cover includes:
- Home systems restoration, professional assistance and computer virus removal
- Cyber-crime cover including fraud, hacking and identity theft
- Cyber liability including data-privacy and virus transmission

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 £1,000 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.
4. **Stalking (continued)**

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

We will not pay for:

- any claim made 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**.

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.
Home Emergency

Definitions applying to this section

Wherever the following words or expressions appear in this Home Emergency cover 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, or **damage** or cause further **damage** to the home or 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 electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down completely
- 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
- the **primary heating system** has failed or broken down completely
- **vermin** inside your home.

What you are not covered for

1. work in excess of £1,500 including VAT
2. any additional costs incurred at your request in fitting replacement parts or components of a superior specification to the original
3. call-out charges if there is no-one at your home when the contractor arrives
Home Emergency

What you are not covered for (continued)

4. 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, 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 with an output of over 60kw per hour or 250,000 BTU
   • detached or non-integral garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates, other than outbuildings used for residential dwelling purposes or for your trade, business or profession
   • 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.

How to make a claim

Please make sure that you contact the Helpline on 0330 134 8166 in the event of a Home Emergency rather than contractors direct, otherwise there is no guarantee the work will be covered. The home emergency team will arrange for an approved contractor to come to your assistance as quickly as possible. The contractor will charge the cost of the work covered directly to us.

Complaints

If you have a complaint under this section, please direct it in the first instance to:
Home Emergency Team
Cunningham Lindsey UK
Oakleigh House
14-16 Park Place
Cardiff
CF10 3DQ
Telephone: 0345 6047884
E-mail: HEcomplaints@cl-uk.com
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 who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

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.

we, us, our
DAS Legal Expenses Insurance Company Limited

insured person, 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.

appointed representative
The preferred law firm, law firm, accountant or other suitably qualified person we will appoint to act on the insured person’s behalf.

date of occurrence
For civil cases: 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.)
For criminal cases: The date you began, or alleged to have begun, to break the law.
For Insured Incident 6, Tax Protection: The date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

secondary home
Private dwellings and/or private land owned by an insured person and which is used by them for residential purposes only.

costs and expenses
a) Legal costs
All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.
b) Opponents’ costs
The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or they pay them with our agreement.

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.
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 the insured person’s 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 the insured person 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.

countries covered

a) For Insured Incident 3, Personal Injury:
Worldwide

b) For Insured Incident 2, Contract Disputes:
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.

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 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 the insured person’s 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, the insured person must tell us within the time limits allowed that they 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 the insured person 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.
What we will not pay

a) In the event of a claim, if the insured person decides not to use the services of a preferred law firm, they 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 the insured person is using a preferred law firm, they will be asked to pay this within 21 days of their claim having been assessed as having reasonable prospects. If the insured person is using their own law firm, this will be within 21 days of their appointment (following confirmation the claim has reasonable prospects). If the insured person does not pay this amount, the cover for their claim could be withdrawn.

Insured Incidents

1. Employment Disputes

We will cover an insured person’s legal rights in a dispute relating to their contract of 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 or expenses for:
1. any claim relating solely to personal injury (please refer to insured incident 3. Personal Injury).
2. a settlement agreement whilst the insured person is still employed.

2. Contract Disputes

Cover for:
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.

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:
1. construction work on any land, or designing, converting or extending any building where the contract value exceeds £75,000 (including VAT)
2. a contract involving a motor vehicle owned by, or hired or leased to an insured person
3. the settlement payable under an insurance policy (we will negotiate if the insured person’s insurer refuses their 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). However, we will cover a dispute with a professional adviser in connection with these matters.
Legal Protection

3. Personal Injury

**We will cover a specific or sudden accident that causes death of, or bodily injury to the insured person.**

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

**We will not pay for**

A claim relating to:

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person
3. Clinical negligence (please refer to insured incident 4, Clinical Negligence)

4. Clinical Negligence

Cover for an identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to an insured person.

**We will not pay for**

1. The failure or alleged failure to correctly diagnose the insured person’s condition
2. Psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury

5. Property Protection

Cover for a civil dispute relating to the insured person’s principal home or secondary home, or personal possessions, they 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).

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

c) A trespass

**We will not pay**

1. A claim relating to:
   a) A contract entered into by an insured person
   b) Any building or land other than the insured person’s principal home or secondary home
   c) Someone legally taking an insured person’s property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person’s property by any government or public or local authority
   d) Work done by 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 an insured person
   f) Mining subsidence
   g) Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from the insured person or of which the insured person is trying to take possession)
Legal Protection

5. Property Protection (continued)

1. h) The enforcement of a covenant any or against the insured person
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered
3. The first £250 of any claim for legal nuisance or trespass. If the insured person is using a preferred law firm, they will be asked to pay this within 21 days of their claim having been assessed as having reasonable prospects. If the insured person is using their own law firm, this will be within 21 days of their appointment (following confirmation the claim has reasonable prospects). If the insured person does not pay this amount, the cover for their claim could be withdrawn.

6. Tax Protection

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

We will not pay for
1. The tax affairs of a company, or claim if the insured person is 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

We will cover the Insured person’s 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 the insured person’s net salary or wages for the time that they are absent from work less any amount the court gives them.

We will not pay for
Any claim if the insured person is unable to prove their loss.

8. Legal Defence

1. Costs and expenses to defend an insured person’s legal rights if an event arising from their work as an employee leads to:
   a) the insured person being prosecuted in a court of criminal jurisdiction; or
   b) civil action being taken against the insured person under:
      i) legislation for unlawful discrimination; or
      ii) data protection legislation
2. Costs and expenses to defend an insured person’s legal rights if an event leads to their 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 an insured person for which the insured person does not have a 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

What you are not covered for

1. A claim where the insured person has failed to notify us of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the 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 which an insured person is ordered to pay by a court or other authority.
4. An Insured Incident intentionally brought about by an insured person.
5. A legal action an insured person takes which we or the appointed representative have not agreed to, or where an insured person does anything that hinders us or the appointed representative.
6. A claim relating to an insured person’s alleged dishonesty or alleged violent behaviour.
7. A claim relating to written or verbal remarks which damages an insured person’s reputation.
8. A dispute with us and/or Covea Insurance plc not otherwise dealt with under Condition 8 of this section.
9. Costs and expenses that are incurred where the appointed representative handles the claim under a contingency fee arrangement.
10. Costs and expenses arising from or relating to Judicial Review, coroner’s inquest or fatal accident enquiry.
11. Any claim where an insured person is not represented by a law firm, barrister or tax expert.

Conditions applicable to this section

1. An insured person must:
   a) keep to the terms and conditions of this section;
   b) try to prevent anything happening that may cause a claim;
   c) take reasonable steps to keep any amount we have to pay as low as possible;
   d) send everything we ask for, in writing;
   e) give us full details in writing 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 the insured person’s appointed representative to deal with their claim. They will try to settle the insured person’s claim by negotiation without having to go to court.
   b) If the appointed preferred law firm cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the insured person may choose a law firm to act as the appointed representative.
   c) If the insured person chooses a law firm as their appointed representative who is not a preferred law firm, we will give the insured person’s 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) An insured person must tell us if anyone offers to settle a claim. The insured person must not negotiate or agree to a settlement without our written consent.

b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.

c) We may decide to pay the insured person a reasonable value of the insured person's claim instead of starting or continuing legal action. In these circumstances the insured person must allow us to take over and pursue or settle any of their claims. The insured person 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) An insured person must tell the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this

b) An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.

5. If the appointed representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the appointed representative without good reason, the cover we provide will end at once, unless we agree to appoint another appointed representative.

6. If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to an appointed representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.

7. We may require the insured person to get, at their 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 the insured person 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 the insured person 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 between the insured person and us about the handling of a claim and it is not resolved through our internal complaints procedure, the insured person can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk) If the insured person's dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the insured person and us. 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 insured person and us or may be paid by either the insured person or us.

9. You can cancel this policy by telling us within 14 days of taking it out, or at any time afterwards as long as you tell us at least 14 days beforehand. We can cancel this policy at any time as long as we tell you at least 14 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.
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. We will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:
    a) a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
    b) a false declaration or statement is made in support of a claim.

12. Apart from us, you are the only person who may enforce all or any part of this policy 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 the policy in relation to any third-party rights or interest.

13. 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.

14. 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 the case may be.

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 policy, 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.

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 customrelations@das.co.uk
• writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Bank, 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 can ask the Financial Ombudsman Service for a free and independent review of your complaint.

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
Complaints
(continued)

Further information is available on their website: www.financial-ombudsman.org.uk. Using this service does not affect your right to take legal action.

The Financial Ombudsman’s role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

Our Head and Registered Office is:
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, Company number 103274.
DAS has its website at www.das.co.uk

Data Protection

To comply with data protection regulations we are committed to processing your 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 your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the 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 your 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 through dataprotection@das.co.uk.

How We Will Use Your Information

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the 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 you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your 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 your 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 your 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 your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

How Long Will Your Information Be Held For?
We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at dataprotection@das.co.uk.

What Are Your Rights?
You have the following rights in relation to the handling of your personal data:
• You have the right to access personal data held about you
• You have the right to have inaccuracies corrected for personal data held about you
• You have the right to have personal data held about you erased
• You have the right to object to direct marketing being conducted based upon personal data held about you
• You have the right to restrict the processing for personal data held about you, including automated decision-making
• You have the right to data portability for personal data held about you

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 you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner’s Office 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
**Home Cyber**

**Definitions applying to this section**

Wherever the words below are printed in bold in this section, they will have the meanings shown below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Virus</td>
<td>Any malware, program code or programming instruction designed to damage home systems</td>
</tr>
</tbody>
</table>
| Cyber event                   | • Malicious deletion, corruption, unauthorised access to, or theft of data: or  
                                   • 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                  |
| Damages                       | • Financial compensation you have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish you) or aggravated damages (more severe damages to reflect the seriousness of an offence); or  
                                   • Third parties’ costs and expenses you have to pay as a result of a claim being brought against you. |
| Data                          | Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs |
| Defence costs                 | Costs and expenses we agree to in writing for investigating, settling or defending a claim against you |
| Denial of service attack      | Malicious and unauthorised attack which overloads any home systems         |
| Hacking                       | Unauthorised or malicious access to any home systems by electronic means   |
| 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 |
| Personal data                 | Information which could identify you or allow your identity to be stolen or fraud to take place on you |
| Sum Insured                   | The amount shown in the schedule                                           |
| You/Your                      | The person(s) shown in the schedule and all permanent members of that person’s home, including any employees who live in the home whose duties are for domestic purposes relating to the home and its gardens for Section 3 Cyber online liability, you means the person(s) shown in the schedule and all members of that person(s) family who permanently live at the home |
Home Cyber

What you are covered for

Section 1 – Cyber home systems damage

We will pay for the following arising as a result of a cyber event you discover during the period of insurance:

a) Home systems restoration
   The cost of investigating, reconfiguring and rectifying any damage to your home systems, and restoring data (but not the cost to recreate data if you cannot restore it from other sources). This does not include the value of data to you, even if the data cannot be restored.

b) Computer virus removal
   The cost of locating and removing a computer virus from your home systems.

c) Professional assistance
   The cost of hiring professional consultants to make recommendations on how to prevent your home systems from being infected by computer virus or to prevent hacking.

Section 2- Cyber crime

We will pay for the following which you discover during the period of insurance:

a) Fraud
   Your financial loss as a result of a fraudulent communication or input, destruction or modification of data in your home systems which results in:
   • money being taken from any account;
   • goods, services, property or financial benefit being transferred; or
   • any credit arrangement being made;
   as long as you have not received any benefit in return.
   We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) Telephone hacking
   Your liability to make any payment to your telephone service provider as the result of hacking into your home systems.

c) Cyber ransom
   The cost of responding, and with our written agreement the payment of a ransom demand if anyone has or threatens to:
   • disrupt your home systems by introducing a computer virus, or to initiate a hacking attack or denial of service attack against you;
   • release, publish, corrupt, delete or alter your data if this would cause you harm or damage your reputation;
   as long as you can demonstrate that you have good reason to believe that the threat is not a hoax, and you have reported it to the police.

d) Identity theft assistance
   The cost of identity theft assistance to help you to correct your credit records and to take back control of your identity following the fraudulent use of your personal data.
Home Cyber

What you are covered for (continued)

Section 3 – Cyber online liability

We will pay damages and defence costs arising from a claim first made against you by a third party during the period of insurance as a result of:

a) Data privacy
   You failing to secure, or prevent unauthorised access to publication of or use of data (including any inadvertent interference with any right to privacy or publicity or breach of confidence)

b) Computer virus transmission
   You unintentionally transmitting, or failing to prevent or restrict the transmission of, a computer virus, hacking attack or denial of service attack from your home systems to a third party

c) Defamation and disparagement
   Loss of reputation (including that of a product) or intellectual property rights being breached as a result of your activities online.

Basis of claims settlement

The maximum amount payable

The maximum amount we will pay under this section is the sum insured shown in your schedule in any one period of insurance, regardless of the number of claims.

Any defence costs we pay will be within, not in addition to the maximum amount payable. We will not pay any amounts for claims or associated defence costs that arise after the maximum amount payable has been claimed.

Excess

We will deduct the applicable excess amount as shown in the schedule.
John Lewis Specialist Home Policy - Section 4d

Home Cyber

Conditions

The following conditions apply in addition to the General Conditions shown on page 54 - 56 of your policy, if you do not keep to these conditions and this reduces our legal or financial rights under the policy section, we may refuse to pay part or all of your claim.

1. Reporting a claim

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

- take all reasonable steps and precautions to prevent further damage or other loss covered by your policy;
- immediately tell the police about any loss or damage relating to crime and get a crime reference number;
- tell us, providing full details, as soon after the incident or circumstances as possible;
- tell us, providing full details within 14 days 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:

- immediately send us every letter, writ, summons or other document you receive in connection with the claim or circumstance, and record all information relating to a claim against you covered under Section 3 – Cyber online liability;
- keep any damaged home systems and other evidence, and allow us to inspect it;
- co-operate with us fully and provide all the information we need to investigate your claim or circumstance;
- give us details of any other insurances you may have which may cover loss covered by this policy;
- 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;
- 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. Protecting data

You must make sure that you take precautions when selling on or disposing of home systems in order to protect data.

3. Controlling defence

We can, but do not have to, take control of investigation, settling or defending any claim made against you. We would take this action in your name. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our permission in writing. We will only defend claims if we think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

4. Reasonable care

You must:

- make sure that your home systems are used and maintained as recommended by the manufacturer; and
- take all reasonable steps and precautions to prevent or reduce damage or other loss covered by your policy.
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.

### What you are not covered for

We will not pay for any cost, damages, liability or defence costs arising from the following:

1. **Advance fee fraud**
   - An advance fee fraud or other fraud where you provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

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

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

4. **External network failure**
   - 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 cost or loss 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.

5. **Malicious defamation**
   - Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against you.

6. **Nuclear risks**
   - Any nuclear reaction, nuclear radiation or radioactive contamination.

7. **Other insured parties**
   - Any dispute or claim between you.

8. **Patent**
   - Infringement of any patent.
9. **Terrorism**

Any failure in the supply of gas, electricity, water or phone service to your home which is caused by any act of terrorism.

10. **Wear and tear**

Losses due to:
- Wear and tear, gradual deterioration or rust;
- Scratching or chipping of polished surfaces;
- Erosion or corrosion; or
- Gradual reduction in performance.

However, we will pay for loss resulting from the causes above which we would otherwise have paid under your policy.
John Lewis Specialist Home Policy

General Conditions

Please make sure you read this page

Changes in risk

You must notify us immediately of any changes in circumstances which may increase the possibility 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 Agreement) or become subject to bankruptcy proceedings;
  - have changed occupation or profession to any of the following:
    - bookmaker, turf accountant, night club employee, casino employee, bodyguard, haulage contractor, motor trader (non-main dealer), street or market trader, scrap merchant, pawnbroker, money lender, circus employee, fairground worker, amusement arcade worker or professional sportsperson.
• if you are to have any building works undertaken to your home, including works involving the use or process of heat, where the cost of such works is in excess of £75,000 and/or where you have entered into a contract which removes or limits your legal rights against the contractor
• 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.

These are just some examples and there may be other circumstances we would want you to tell us about. These changes may lead to an increased or refunded premium, or a change in terms of the policy. Please tell us, as soon as possible, if there are any changes to any of the details that are shown on your 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.

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.

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.

Cooling off and Cancellation

You may cancel this policy by writing to John Lewis Specialist Home Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX, or by phoning 0800 916 6880 or 0330 134 8150.

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 incident 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
• may exercise our right to collect the balance of any outstanding premium instalments in the event of a claim.

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.

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.

Fraud

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.
## General Conditions

Please make sure you read this page

### 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.

### 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.

### 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.

### 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.

### 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 prohibition or restriction imposed by law or regulation. Where any such prohibition or restriction applies **we** will cancel this policy immediately by recorded delivery letter to the correspondence address shown in the **schedule**. **You** may be entitled to a pro-rata refund of the premium providing you have not made a claim on the policy and that any payment or refund does not breach any prohibition or restriction imposed by law.

### 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.

### 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.

### Transfer of interest

**You** may not transfer **your** interest in the policy without **our** consent.
What you are not covered for

1. loss or damage or any claim caused by
   • deliberate acts by you or your family or by malicious acts by tenants or paying guests
   • wear, tear or any gradually operating cause
   • 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

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, 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 and/or where you have entered into a contract which removes or limits your legal rights against the contractor (unless this has been agreed with us)

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 properties of any explosive nuclear assembly or its nuclear component
   • pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed

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.
John Lewis Specialist Home Policy

Further Information

Your agreement with us

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 a 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 this Statement of Fact to ensure that all details have been accurately and completely recorded.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

Changes

You must tell us, as soon as possible, about any change in circumstances as this could affect your insurance cover. Examples of these changes are:

- anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the Statement of Fact; or
- any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy. Please refer to the Changes in Risk Condition on Page 54.

These changes may lead to an increased or refunded premium, or a change in terms of the policy. Please tell us, as soon as possible, if there are any changes to any of the details that are shown on your Statement of Fact.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance.

Your Contract

Your John Lewis Specialist Home Insurance Policy is evidence of the contract that is in place between us. The policy and the schedule, including any specific terms and conditions stated, should be read together as one document.

Claims

In the event of a claim we may need to collect additional information from you.

Fraud prevention

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.
How we use your information

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