Pick and Protect home insurance

General Terms and Conditions



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Welcome to your Home Insurance

Explaining this document

This document contains terms and conditions for all of **your** policy document(s) under the Pick and Protect home insurance policy.

This document must be read along with **your** policy document(s) relevant to the cover(s) **you've** selected for **your** full terms and conditions and definitions.

We also cross refer to our policy document(s); any wording in blue refers to a section of cover within the policy document(s), such as Buildings Cover. It is important that you keep this document with the document(s) relevant to you.

Before you file your policy away

- You should read and check your policy documents carefully. For example, your policy schedule will set out the cover you have selected. Don't wait until you have to make a claim to find out if your selected cover and sums insured really meet your needs.
- Tell **us** straight away about changes or if **your** details are wrong. There are certain things **we** need to know to help make sure **you** are covered. If the information **you** provided is not complete and accurate, this may affect **your** cover and any future claim.
- Look after your property and possessions. Your policy is designed to cover unforeseen events like fire and theft. It doesn't cover wear and tear or damage that happens gradually over a period of time.
 - Your property we recommend that you regularly check areas prone to wear and tear such as gutters, fences, flat roofs, flashing, fascia boards, boundary walls, and bath and shower seals. Make sure you're ready for any bad weather or storms by checking that your fences, roof tiles and trees are in good condition.
 - Your possessions check that you have the right level of cover for your needs. While contents insurance covers possessions at your home, you may need specific cover for certain possessions or for when you are away from home. Consider the value of any specified items and let us know if anything has changed or if you have any new or additional items to insure.
- Be prepared in case **you** need to claim. **We** recommend that **you** keep receipts, photographs, valuations and guarantee cards to help support **your** claim.
- If you've switched your home insurance, don't forget to cancel your old policy. This is so you don't continue paying for cover from your previous insurer.

How to get help

To make a home claim

Please check your policy documents first to see if you're covered before you make a claim.

You can notify us about certain types of claims online at https://insurance.tsb.co.uk/MyAccount/login

Alternatively, our claims team are available 24/7 so **you** can call if it's an emergency or **you** prefer to speak to one of the team. The number **you** should call is **0345 030 8782**.

When you make a claim, we may ask for the following so try to have handy to share or upload:

- · Your policy number
- · Photos of what is damaged or lost
- · Receipts, quotes, or invoices
- · Estimated size of the area affected

Once **we**'ve been notified of **your** claim, **we**'ll confirm that **you**'re covered or explain if **you** aren't. Some claims can be settled immediately on the first call but if it takes longer, **we**'ll provide regular updates on progress.

For Legal Services Cover claims the number you should call is 0345 030 8839*.

For Home Emergency Cover claims the number you should call is 0345 030 8840.

You can only use the Legal Services or Home Emergency telephone numbers if you have bought cover.

Customer services

If you need to discuss your policy, please call Customer Services on 0345 030 8778** to:

- · make changes to your policy
- · cancel your policy
- · add or remove cover
- get your policy documents in Large Print, Audio or Braille

If you want to complain, please see the "What to do if you are unhappy" section of this booklet for the complaint's procedure.

Text Relay (Next Generation Text - NGT)

If you're deaf or have a hearing impairment, or you have difficulty with your speech, you can access the Text Relay service (or Next Generation Text (NGT)) service that's replaced it) by dialling '18001' before our number.

You'll be connected to a relay assistant who will join the call between you and us. They'll read out the text you've typed using your text phone or other device. The relay assistants are bound by confidentiality and any details you share with them, such as identification details or financial information are secure and protected.

Telephone call charging and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection **we** may monitor and record telephone calls.

^{*}Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands, and the Isle of Man.

^{**}Lines are open 8am to 8pm Mon – Fri, 8am to 6pm Sat and 10am to 4pm Sun & Bank Holidays.

Facts about your policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **Definitions** section, unless otherwise shown for any policy section.

Explaining the parties involved in this cover

TSB Pick and Protect home insurance is brought to you by TSB Bank plc TSB.

The Insurer for all sections of cover is Aviva Insurance Limited.

The references in this document to: we, us, our, refer to the insurer Aviva Insurance Limited, unless otherwise shown for any policy section.

Your right to cancel within the statutory cooling-off period

You have a statutory right to cancel this policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the policy or renewal documentation, whichever is the later.

If you wish to cancel and the insurance has not yet started, you will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already started, **we** will refund the premium paid, less a proportionate deduction for the time **we** have provided cover.

Please see the **General Conditions** for:

- · your cancellation rights outside of the statutory cooling-off period; and
- our cancellation rights.

The policy can only be cancelled via **our** contact centre. To exercise the right to cancel please contact Customer Services (contact details are in the **How to get help** section).

There are no administration charges

You will not be charged any administration fees for making changes or cancelling your policy.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

The contract of insurance

This policy is a contract of insurance between you and us.

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- · Your policy document(s);
- Information we give you which is contained on the application and/or "Statement of Fact" document as issued by us;
- Your schedule:
- Any clauses shown on your policy as set out in your schedule;
- · Any changes to your home insurance policy which you ask us to make or we tell you about at renewal;
- The information under the heading 'Important Information' which we provide to you when you take out or renew your policy.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of **your** policy document(s) during the **period of insurance**.

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Choice of Law

The law of England and Wales will apply to this contract unless:

a. you and we agree otherwise; or

b. at the date of the contract **you** are a resident of Scotland or Northern Ireland in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell us as soon as you know of any changes to the information set out in the "Statement of Fact" or on your schedule.

You must also tell us about the following changes for all the covers:

- · any change to the people insured, or to be insured,
- · if your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work), or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).



You must also tell us about the following changes for Gadget, Sports Equipment, Bike, Personal Items, Buildings, Contents, Starter Contents and Student Contents Cover(s):

• any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your schedule**.

You must also tell us about the following changes for Buildings, Contents, Starter Contents and Student Contents Cover(s):

- any intended alteration to, extension to or renovation of **your home**. However **you** do not need to tell **us** about internal alterations to **your home** unless **you** are creating an additional bedroom, bathroom or shower room, or
- if your property is to be unoccupied for any continuous period exceeding the number of days shown on your schedule.

If you are in any doubt, please contact customer services.

When **we** are notified of a change, **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

Depending on the information you have given us, if it is not complete and accurate:-

- · we may cancel your policy and refuse to pay any claim, or
- · we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- · the extent of the cover may be affected.

Leaving your property unoccupied

If you have selected Buildings, Contents, Starter Contents or Student Contents Cover(s) your schedule shows the number of days of your 'unoccupancy period'. Your policy will not fully cover you if you leave your home unoccupied for a continuous period of more than that number of days, without agreeing this with us in advance. An unoccupancy period does not apply to Gadget, Bike, Personal items, Sports Equipment or Legal Services Cover(s).

If **you** would like to increase **your** unoccupancy period, please contact **us** (contact details are in the **How to get help** section). However, **we** cannot change the unoccupancy period under the **Home Emergency Cover**.

Definitions

Wherever the following words or phrases appear in bold in this policy, they have the following meanings unless otherwise shown for any policy section.

accidental damage

Damage caused suddenly and unexpectedly by an outside force.

buildings

- a. The house or flat and its outbuildings (including garages), swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, and fixed tanks providing fuel to the **home**.
- b. Fixtures, fittings and decorations.

These must all be at the address shown on your schedule and all used for domestic purposes and/or clerical business purposes only.

business equipment

Office furniture, computers, printers, typewriters, fax machines, photocopiers, telephones and answerphones that **you** own, or are legally responsible for and used for business or professional purposes.

clauses

Changes to the terms of your policy. These are shown on your schedule.

contents

Household items, **personal items**, **sports equipment**, **gadgets** and pedal cycles (including **personal money** and **valuables** up to the limits shown on **your schedule**) that:

- you own; or
- · you are legally responsible for; or
- · belong to domestic employees who live with you.

This includes personal effects of visitors to the home, up to the limit shown on your schedule.

domestic employee

A person **you** employ to carry out domestic duties in connection with **your home** but who **you** do not employ in connection with any business, trade or profession.

excess

The amount you have to pay towards each separate claim as shown on your schedule.

gadget

- a. Mobile phones and other portable electronic devices designed to have a main function of communication, computing, entertainment, navigation or photography and capable of being powered by their own internal battery.
- b. Accessories and equipment designed to be used with devices as described in point a.

All items must belong to you or be your legal responsibility.

heave

Expansion or swelling of the land beneath the **buildings** resulting in upward movement

home

The house or flat, its outbuildings (including garages) and the total area of the plot, as described on the title deeds, at the address shown on **your schedule**, all used for domestic purposes and/or clerical business purposes only.

landslip

Movement of land down a slope.

motorised vehicle

Any electrically or mechanically powered vehicle except,

- · vehicles used only as domestic gardening equipment within the home;
- · vehicles designed to help disabled people that are not registered for road use;
- · golf carts and trolleys; and
- · pedestrian-controlled toys and models.

period of insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

personal items

Luggage, clothing, jewellery, watches and other items that **you** might normally wear or carry with **you**. All items must belong to **you** or be **your** legal responsibility.

They do not include:

- · gadgets;
- · sports equipment;
- furniture, furnishings, household goods and equipment, food and drink;
- · bonds, stocks, shares and documents of any kind (except driving licences and passports); or
- · personal money.

personal money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

schedule

The document that gives details of your cover and sum insured limits.

settlement

Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings.

sports equipment

Equipment and clothing used solely in connection with sporting activities. All items must belong to **you** or be **your** legal responsibility. This does not include **gadgets** or pedal cycles.

subsidence

Downward movement of the land beneath the buildings that is not a result of settlement.

sum insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **clause**.

tenants' improvements

Kitchens, fitted wardrobes, bathrooms, double glazing, conservatories, greenhouses, sheds, garages, or wood flooring or laminate flooring.

United Kingdom

Great Britain and Northern Ireland

unoccupied

Not lived in by you or anyone who has your permission or does not contain enough furniture for normal living purposes.

valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches and furs.

we, us, our, the insurer

Aviva Insurance Limited, unless otherwise shown for any policy section.

you, your

The person (or people) named on **your schedule**, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

General Conditions

These conditions apply to all covers and sections of the policy. However, for Legal Services Cover conditions 2, 3, and 9 below do not apply.

1. Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Depending on the information you have given us, if it is not complete and accurate:

- · we may cancel your policy and refuse to pay any claim, or
- · we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- · the extent of the cover may be affected.

2. Your duty to prevent loss or damage

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage. **You** must keep property that is insured under **your** policy in good condition.

3. Claims

Your duties

As soon as you are aware of an event or cause that is likely to lead to a claim under this policy, you must:

- a. tell the police as soon as reasonably possible when **you** are aware of any property that has been lost, stolen, damaged by riot or civil unrest or maliciously damaged and get a crime reference number;
- b. contact **us** as soon as reasonably possible and in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**:
- d. call us if you receive any information or communication about the event or cause; and
- e. avoid discussing liability with anyone else without our permission.

To help us settle your claim

You are responsible for proving any loss. So **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets, guarantee cards and any other relevant information, documents and assistance **we** may require to resolve **your** claim.

Our rights

- a. **We** are entitled (at **our** cost but in **your** name) to defend any legal action or to start or take over any legal action to recover any payments **we** have made to any other person or organisation, in connection with this policy. **We** will have complete control of any such legal action, including any decision to settle.
- b. No property may be abandoned to us.
- c. **You** agree to give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated so that **we** can achieve a settlement or pursue a recovery.

Limit

For any claim or series of claims involving legal liability covered by this policy, we will pay:

a. up to the limit shown on your schedule, less any amounts we have already paid; or

b. any lower amount for which we can settle your claim.

When **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses **we** have incurred.

4. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

5. Other insurance

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under *Occupiers*, *Personal and Employers Liability* until all cover under that other insurance is exhausted. For all other claims **we** will not pay more than **our** share even if the other insurer refuses the claim.

Important note: This condition will not have the effect of leaving **you** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

6. Monthly premiums

If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on **your schedule** and on the same date of each following month. If **you** do not pay the first premium, this policy will not be valid.

We will provide you with one month's cover for each monthly premium you pay.

If **you** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy as set out in the 'Cancelling this Policy' section of these General Conditions.

7. Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium, less a proportionate deduction for the time **we** have provided cover.

To exercise **your** right to cancel, please contact customer services on 0345 030 8778 or write to TSB Insurance Customer Service Centre, PO Box 7463 Perth PH2 0YX.

Our right to cancel your policy

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy from the cancellation date shown on the letter or from the start date if the initial payment is not made in full
- · Where we reasonably suspect fraud
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our
 ability to process a claim or defend our interests. See the 'Claims' section of the 'General Conditions' in this policy document
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the
 'Information and changes we need to know about' within the 'Facts about your policy' section in this policy booklet and the separate 'Important information and changes you need to know about' notices supplied

If we cancel the policy and/or any additional cover options under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud or because you have deliberately or recklessly failed to provide us with complete and accurate information as required by the 'Information and changes we need to know about' section.

Where **our** investigations provide evidence of fraud or a serious non-disclosure caused by **your** lack of reasonable care **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

8. Your duty to keep to the conditions of this policy

To be covered by this insurance you must keep to the terms, conditions and clauses of this policy.

9. Index linking

We may increase the **sum(s)** insured shown on **your schedule** to allow for increases in the cost of living in line with the retail price index for **contents** and the House Rebuilding Cost Index for **buildings**. We may do this every month and update the **sum insured** when **your** policy is due for renewal.

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

10. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person's personal representatives (if he or she has died).

General Exclusions

These apply to all sections of the policy.

This policy does not cover:

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

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

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion does not apply to the Legal Services Cover.

3. Other actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

Any action taken in controlling, preventing, suppressing or in any way relating to 1. War or 2. Terrorism above.

4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a.a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the home.

7. Deliberate or criminal acts

any loss or damage

- · deliberately caused by; or
- · arising from a criminal act committed by;

you or any other person living with you.

8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.

Complaints Procedure

Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things can go wrong occasionally.

We take all complaints we receive seriously and aim to resolve them promptly. To ensure we provide the kind of service you expect and we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- · We will acknowledge your complaint promptly
- · We aim to resolve all complaints as quickly as possible

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we encourage you to seek resolution by contacting us as follows:

- If your complaint is regarding a Home Emergency Cover claim you can telephone customer services on 0345 030 8840 and ask
 your claims handler to review the problem
- If your complaint is about any other claim you can telephone customer services on 0345 030 8782 and ask your contact to review the problem
- If your complaint is about anything else you can write to TSB Insurance Customer Service Centre, PO Box 7463, Perth PH2 0YX or telephone **0345 030 8815**, whichever suits you, and ask your contact to review the problem

For your and our protection and for training purposes, we may monitor and record telephone calls

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123

Or simply visit their website at financial-ombudsman.org.uk

We are bound by the decision of the Financial Ombudsman Service, but you are not. Following the complaints procedure does not affect your right to take legal action.

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback, please write to:

TSB Insurance Customer Service Centre, PO Box 7463, Perth, PH2 0YX

We always welcome feedback so we can improve our products and services.

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