

Pick and Protect General Terms and Conditions



Home policy
document



Guide to your document

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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 in conjunction 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 ensure **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

Please have **your** policy number ready and call on the numbers below if **you** need help with the following:

Claims		
Home Claims	0345 030 8782	24 hours a day, 365 days a year
Legal Services Cover claims	0345 030 8839	
Home Emergency Cover claims	0345 030 8840	
Personal Legal and Tax helpline <i>(Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands)</i>	0345 030 8839	

Customer Services		
Policy Queries Cancelling a Policy Amendments to Policy	0345 030 8778	8am - 10pm Monday to Friday
Large print, audio and Braille This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us		8am - 6pm Saturday 10am - 4pm Sunday and Bank Holidays

Complaints		
Policy and Sales Complaints	0345 030 8815 TSB Insurance Customer Service Centre, PO Box 7463, Perth PH2 0YX	
Claims Complaints	0345 030 8782 PO BOX 7463, Pitheavlis, Perth PH2 0YX	
Home Emergency Complaints	0345 030 8840 PO BOX 7463, Pitheavlis, Perth PH2 0YX	

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

Calls to **our 0345** numbers are charged at national rates dependent on network and usually included in inclusive minute plans. For **our** joint protection calls may be recorded and/or monitored.

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, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

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 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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You can check the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.