

RBS Essentials Contents Insurance Policy

Your policy

Please keep this document safe

Make it happen



Welcome to RBS Essentials Contents Insurance

Thank You for choosing RBS Essentials Contents Insurance. This policy booklet gives full details of Your cover and should be read along with Your schedule and proposal confirmation. Please keep all Your documents in a safe place. If You have any questions about Your policy, please call Us on the number shown in the schedule.

Important Information

1 Your Right to Cancel

If this cover does not meet Your needs please call Us on Our Customer Helpline Number **0845 301 5287** within 14 days of receiving Your documents. We will return any premium You have paid as long as no claims have been made during that time.

2 How to make a claim

To make a claim, phone 0845 301 5287.

3 How to Complain

If You need to complain, please call Us on Our Customer Helpline number 0845 301 5287. If Your complaint is about a claim, contact Your claims handler whose details will be shown in Your claims documents.

If You want to complain in writing, send Your letter to one of the following:

- For complaints about claims, write to the Customer Relations Department, RBS Essentials Contents Insurance, Cote Lane, Pudsey, LS28 5GF.
- For all other complaints, write to Customer Relations Department, RBS Essentials Contents Insurance, PO Box 106, 37 Broad Street, Bristol, BS99 7NQ.

If we cannot resolve the differences between You and Us, You may refer Your complaint to the Financial Ombudsman Service (FOS). The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

4 Details about Our Regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority's website, which includes a register of all regulated firms, at www.fsa.gov.uk/register. Or You can phone the Financial Services Authority on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

5 Statement of Needs

We have not given You a personal recommendation as to whether this policy is suitable for Your needs.

Your Information

Who We are

RBS Essentials Contents Insurance is arranged by The Royal Bank of Scotland plc and underwritten by UK Insurance Limited (“UKI”).

You are giving Your information to The Royal Bank of Scotland plc and UKI. UKI is a member of the Royal Bank of Scotland Group (The Group). In this Information statement ‘**we**’, ‘**us**’ and ‘**our**’ refers to The Royal Bank of Scotland plc and UKI unless otherwise stated.

For information about Our Group of companies please visit www.rbs.com and click on ‘About Us’, or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

If You contact Us electronically, We may collect Your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

How we use Your information and who We share it with

We will use Your information to manage Your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

We may use and share Your information with other members of the Group to help Us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand Our customers requirements; or
- develop and test products and services.

We do not disclose Your information to anyone outside the Group except:

- where We have Your permission;
- where We are required or permitted to do so by law;
- to fraud prevention agencies and other companies that provide a service to Us or You; or
- where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object to the change within 60 days, You consent to that change.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998, (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your policy documents.

You will have been asked to agree to this when You called but please ensure that You only provide Us with sensitive information about other people with their agreement.

Dealing with other people

It is Our policy to deal with Your spouse or partner who calls Us on Your behalf, provided they are named on the policy. If You would like someone else to deal with Your policy on Your behalf on a regular basis please let Us know. In some exceptional cases We may also deal with other people who call on Your behalf, with Your consent. If at any time You would prefer Us to deal only with You, please let Us know.

Credit Reference Agencies

To assess Your insurance application and the terms on which cover may be offered, We may obtain information about You from credit reference agencies to check Your credit status and identity. The agencies will record Our enquiries. This will not affect Your credit standing.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies We use if You would like a copy of Your information held by them. Please contact Us at the address below. The agencies may charge a fee.

If You would like a copy of the information We hold about You, please write to:

The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting Your reference "RBS Essentials Contents Insurance". A fee may be payable.

This policy is evidence of the contract between Us, UK Insurance Limited and You, Our Policyholder.

We will provide insurance for those Sections shown in the schedule during any Period of Insurance and under the conditions set out in this Policy.

Read the policy, the schedule and any Endorsement as one document. Any word or expression, which has a particular meaning will have the same meaning wherever it may appear.

The contract is based on the information You have given Us and, included in the proposal confirmation and declaration forms. You must tell Us about any change in this information as soon as possible, otherwise You may not be covered.

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

UK Insurance Limited is authorised and regulated by the Financial Services Authority.

If You have any queries about Your Policy please call Us on 0845 301 5287.

Lines open Monday to Friday 8am – 8pm and Saturday 9am – 5pm

Contents of Your Policy Document

Important Information	2
Your Right to Cancel	2
How to Complain	2
Details About Our Regulator	2
Statement of Needs	3
Your Information	3
How to Make a Claim	7
Meanings of words	8
Conditions Which Apply to the Whole Policy	10
Section 1 – Contents Standard Cover	12
A – Loss or Damage	12
B – Extra Cover	12
C – Accidental Damage – Optional Extra	15
D – Basis of Settling Claims	15
E – Liabilities	15
Section 2 - Laptop Computer Equipment & Other Portable Electronic Equipment Cover – Optional Extra	17
A – Loss or Damage	17
B – Extra Cover	17
C – Basis of Settling Claims	18
Section 3 – Mobile Phone Cover – Optional Extra	19
A – Loss or Damage	19
B – Extra Cover	19
C – Basis of Settling Claims	20
Section 4 – Pedal Cycles – Optional Extra	21
A – Loss or Damage	21
B – Extra Cover	21
C – Basis of Settling Claims	21
Section 5 – Specified Items – Optional Extra	22
A – Loss or Damage	22
B – Extra Cover	22
C – Basis of Settling Claims	23
Section 6 – Legal Protection – Optional Extra	24
How to make a claim for Legal Protection	24
Definitions Which Apply to Legal Protection Cover	24
Cover Provided	24
General Exclusions Which Apply to Legal Protection Cover	25
Specific Exclusions Which Apply to Legal Cover	25
General Conditions Which Apply to Legal Protection Cover	26
Claims Conditions Which Apply to the Whole Policy	28
Exclusions Which Apply to the Whole Policy	28
Your Consumer Credit Agreement	30

How to Make a Claim

Here are a few simple steps to follow if You need to make a claim:

If any items are lost or damaged beyond repair then You should provide evidence of value for these, e.g. a valuation or purchase receipt – this will help Us to deal with Your claim more quickly.

If possible retain damaged property until We inspect it or settle Your claim.

To make a claim call [0845 301 5287](tel:08453015287).

Lines open 8am – 8pm Monday to Friday and 9am – 2pm Saturday.

We will register Your claim straight away and answer any queries You may have – any estimates, bills or evidence of value can be sent to Us afterwards. If the Customer Hotline is closed, don't worry Your claim won't be affected, just call Us when it's open.

Involving the Police

You should tell the police immediately of any loss involving deception, theft, malicious acts or riot or if any property has been lost outside the Home.

If a claim is being made against You

If a claim is being made against You for damage or injury please check Claims Condition 3 on page 28 of this policy book.

Helpful numbers

To make a claim call [0845 301 5287](tel:08453015287).

Lines open 8am – 8pm Monday to Friday, 9am – 2pm Saturday.

24 Hour Emergency Helpline [0845 246 0437](tel:08452460437).

Meanings of Words

Certain words in the policy and schedule have particular meanings wherever they appear. These meanings apply to the whole policy unless We say otherwise. These words and their meanings are given below.

British Isles Great Britain, Isle of Man, Channel Islands, Northern Ireland and the Republic of Ireland.

College (Only applicable if You are a Student) The University, University College, or College at which You are a Student.

College Term (Only applicable if You are a Student) The weeks of full College academic activity as published by Your College.

Company/Us/We/Our UK Insurance Limited

Contents Household goods, satellite dishes, aerials and any other articles that belong to You or any member of Your Family, including items which You are legally responsible for under a written agreement.

But not

- a) Laptop Computer Equipment;
- b) Other Portable Electronic Equipment;
- c) mobile phones or their accessories;
- d) pedal cycles or their accessories;
- e) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories (while attached);
- f) any living creature;

- g) landlord 's fixtures and fittings;
- h) securities (financial certificates such as shares and bonds), certificates and documents except those defined as Money;
- i) property more specifically insured by any other policy;
- j) property held or used for any profession, business or employment;
- k) bedded plants, trees, shrubs and grass; and
- l) more than £1,500 in total for Home Entertainment Equipment.

Credit Cards Credit cards, cheque cards, banker's cards and cash cards issued to You or any members of Your Family who live with You.

Endorsement An agreed change in the terms of the policy.

Excess The amount which You must pay towards any claim.

Family Your husband, wife, civil partner, children, parents and other relatives all who always live with You.

Home Either Your Term Time Address or the Rented Property at the address shown in the schedule.

Home Entertainment Equipment television sets, video cassette recorders, recording and audio equipment, radios, home computers, monitors, and television games consoles while in Your Home.

Laptop Computer Equipment Computer equipment, printers, word processing equipment

or computer aided design equipment that is or can be battery powered all belonging to You or any member of Your Family.

Money Cash, bank notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller 's cheques, travel tickets, phone cards and gift tokens belonging to You or any member of Your Family and used or held for private purposes.

Other Portable Electronic Equipment Ipods, MP3 players, mini disc players, hand held games consoles and any other audio equipment intended for portable use belonging to You or any member of Your Family.

Period of Insurance The period shown in the schedule which the policy covers You for (as long as You pay the premium on time).

Permanent Home Address (Only applicable if You are a Student) The home of Your parent or legal guardian in the United Kingdom.

Rented Property The residential property at the risk address shown in the schedule which is lived in by You as a tenant.

Sports Equipment Articles used for sport activities including sports clothing specifically designed to be used for any sporting activity and belonging to You or any member of Your Family.

But not

- a) camping equipment;
- b) any vehicle, watercraft (including windsurfers and surfboards), aircraft (including hang – gliders, powered or otherwise), or their accessories; or
- c) items held or used for any profession, business or employment.

Student Any person following a course at a College.

Term Time Address (Only applicable if You are a Student) The room or rooms occupied by You as a Student during the College Term.

Uninsurable Risks (risks We do not insure)

- a) wear and tear and reduction in value;
- b) damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
- c) mechanical or electrical faults or breakdowns;
- d) damage caused by cleaning, dyeing, renovating, altering, re –styling, repairing or restoring an item or items; or
- e) any other damage caused gradually.

Underwriter, underwritten the company providing the insurance cover under this policy.

Unoccupied Not lived in by You, Your Family, a fellow tenant or any other person with Your permission.

Vacation (Only applicable if You are a Student) The periods between the end and beginning of the College Term.

You/Your The person or people named as the policyholder in the schedule.

Conditions Which Apply to the Whole Policy

1 Policy terms and conditions

You and any other person entitled to benefit under this policy must keep to its terms, conditions and Endorsements.

2 Preventing loss

You must take all reasonable steps to:

- a) prevent any loss, damage or accident; and
- b) maintain the insured property in good condition and repair.

3 Cancellation

- a) You may cancel the policy by giving Us written notice. We will refund any premium paid for the remaining Period of Insurance less Our cancellation charge as shown in Your schedule, as long as You have not made any claim in the current Period of Insurance.
- b) We may cancel the policy by sending seven days' written notice to You at Your last known address. We will refund any premium paid for the remaining Period of Insurance as long as You have not made any claim up to the date of cancellation.

4 Payment of Premium

- a) If You do not pay a premium on time, We will assume that You intend to cancel the policy and cover under this policy will end from the date the payment was due.
- b) If You are paying Your premium by instalments, and We pay a claim under Your policy, You must pay the premium outstanding up to the end of Your policy period. If You don't, We can take the amount You owe Us from any claim We pay.

5 Changes that may affect Your cover

You must tell Us as soon as possible if there are any changes that may affect Your insurance such as the following:

- a) If You change the address where You normally live;
- b) If You change the items or amount of cover shown in Your current schedule;
- c) If any work is being done to Your Home other than routine maintenance or decoration;
- d) If You or any member of Your Family is prosecuted for or convicted of any offence (excluding motoring offences);
- e) If You let Your Home out to tenants or a lodger moves in; or
- f) If Your Home is used for business purposes or as a holiday home.

We may then reassess Your cover and premium either immediately or at Your next renewal date depending on the information You have provided.

Note: The list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Us anyway.

Policy amendments resulting in a premium adjustment will be subject to an amendment charge.

6 Auto Renewal

When Your policy is due for renewal, We may offer to renew it for You automatically. This saves You the worry of remembering to call Us before the policy ends. If We offer to do this for You, We will write to You before Your policy ends with full details of Your next year's premium and policy conditions. If You do not want to renew this policy all You need to do is call Our customer priority line on 0845 301 5287 to let Us know.

7 Fraud

If any claim or part of a claim is fraudulent or false, the policy will be cancelled and all cover under it will end.

8 People involved in this contract

This contract is between You and Us. No one else has any rights they can enforce under this contract, except those they have by law under The Contract (Rights of Third Parties) Act 1999.

Section 1 – Contents Standard Cover

A – Loss or Damage

We will pay for loss of or damage to the Contents while in Your Home caused by the following:

1 Fire, Lightning, Explosion or Earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually

3 Riot, Civil Commotion, or Labour Disputes or Political Disturbance

4 Collision with Your Home by any moving object coming from outside Your Home

5 Storm or Flood

6 Theft or Attempted Theft

But not

- a) loss by deception other than deception used solely to enter Your Home.
- b) loss of Money unless force and violence is used to get into Your Home; or
- c) after Your Home has been Unoccupied for more than 30 days in a row.

7 Vandalism or Malicious Acts

But not

- a) if caused by You or any other person who lives at the address shown in the schedule; or
- b) after Your Home has been Unoccupied for more than 30 days in a row.

8 Water or oil escaping from any fixed water or heating installation or from any domestic appliance.

But not after Your Home has been Unoccupied for more than 30 days in a row.

9 Subsidence or Heave of the site on which the building of Your Home stands, or Landslip

B – Extra cover

1 Contents Away from Your Home

We will pay for loss of or damage to Your Contents while they are away from Your Home but within the British Isles

But not

- a) loss of or damage to:
 - i) Laptop Computer Equipment;
 - ii) Other Portable Electronic Equipment;
 - iii) mobile phones;
 - iv) pedal cycles or their accessories;
 - v) skis or sub-aqua equipment whilst in use;
 - vi) Sports Equipment or clothing whilst in use;
 - vii) property more specifically insured by any other policy; or
 - viii) property held or used for any profession, business or employment.
- b) loss or damage caused by:
 - i) theft by deception;
 - ii) theft from an unattended motor vehicle;
 - iii) Customs or other officials confiscating or keeping hold of the items; or
 - iv) Uninsurable Risks.

We will not pay more than £250 of the Contents sum insured for any one claim.

2 Belongings During Vacation (only applicable if You are a Student).

We will pay for loss or damage to Your Contents caused by anything insured under Paragraph A of this Section 1 while in the Term Time Address when left Unoccupied during Vacation

But not theft unless involving forcible and violent entry.

We will not pay more than £3,500 or the Contents sum insured shown in the schedule, whichever is lower, for any one claim.

3 Alternative Accommodation and Storage

We will pay on top of any other amount We pay under this Section 1:

- a) the cost of reasonable alternative accommodation for You, Your Family and domestic pets; and
- b) the cost of temporarily storing the Contents of Your Home.

while Your Home is unfit to live in after loss or damage caused by anything insured under Paragraph A of this Section 1.

We will not pay more than 20% of the sum insured by this Section 1 for any one claim.

4 Storage in designated College secure storage area during Vacation (only applicable if You are a Student).

We will pay for loss of or damage to Your Contents caused by anything insured under Paragraph A of this Section 1 whilst removed from Your Term Time Address to secure storage designated by the Student accommodation provider during Vacation.

5 Transit at the Beginning and End of a College Term (only applicable if You are a Student).

We will pay for loss of or damage to Your Contents caused by anything insured under Paragraph A of this Section 1 whilst in direct and undiverted transit for the sole purpose of moving between Your Term Time Address and Your Permanent Home Address at the beginning and end of each College Term.

But not

- a) theft of Your Contents from a motor vehicle:
 - i) whilst left unattended, except whilst parked temporarily and not overnight to allow for a short break during the course of the journey between Your Term Time Address and Your Permanent Home Address at the beginning or end of the College Term;
 - ii) whilst parked overnight between the hours of midnight and 6.00am; or
 - iii) whilst left unattended unless the item is hidden from view within the vehicle and violence and force is used to get into the vehicle;
- b) theft whilst left unattended at any time in a place which has public access; or
- c) any loss occurring outside the United Kingdom.

We will not pay more than £500 for any one single carrying device.

6 Downloaded Information

We will pay the cost of replacing information that You have bought and stored on Your Home Entertainment Equipment or mobile phone and that is lost or damaged as a result of any cause listed in paragraph A of this Section 1.

But not the cost of:

- a) remaking a film, tape, disk or disc; or
- b) rewriting the information contained on Your Home Entertainment Equipment.

We will not pay more than £250 for any one claim.

7 College Property on Loan (only applicable if You are a Student)

We will pay for sums which You become legally liable to pay following loss of or damage to College library books or College property on loan caused by anything insured under Paragraph A of this Section 1.

while:

- a) in Your Term Time Address;
- b) in Your Permanent Home Address;
- c) in the College; or
- d) in direct transit between Your Term Time Address and Permanent Home Address at the beginning and end of each College Term.

We will not pay:

- a) more than £200 for College library books;
- b) more than £500 for College property on loan;
- c) for any claim which is not supported by a bill from the College;

- d) for any loss or damage occurring outside the United Kingdom; or
- e) for any property unless it is in Your immediate custody and control.

8 Money

We will pay for loss of or damage to Money from any cause insured by Paragraph A of this Section 1 while in Your Home.

But not

- a) theft of Money unless force and violence is used to get into Your Home;
- b) shortages caused by mistake;
- c) any loss in value;
- d) losses not reported to the police within 24 hours of being discovered; or
- e) loss or damage by items being confiscated or held by customs or other officials.

We will not pay more than £50 for any one claim.

9 Credit Cards

We will pay for financial loss after unauthorised use of Credit Cards.

But not

- a) unauthorised use by any member of Your Family;
- b) loss where You have not kept to the conditions the credit card was issued under; or
- c) losses not reported to the police and the credit card provider within 24 hours of being discovered.

We will not pay more than £500 for any one claim.

C – Accidental Damage – Optional Extra

This cover only applies if the schedule shows that 'Accidental Damage' is included in Section 1 – Contents.

We will pay for accidental damage to Your Contents while in Your Home.

But not

- a) damage to contact or corneal lenses;
- b) damage to Money;
- c) damage caused by any paying guest, tenant or domestic pets;
- d) Uninsurable Risks;
- e) damage by a cause listed in or specifically excluded by Paragraph A of this Section 1;
- f) damage caused during any household removal; or
- g) damage to Sports Equipment whilst in use.

D – Basis of Settling Claims

1 For any one item of Contents or part of a set or suite that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they

form part of a set, suite, group or collection or items of a uniform design, nature or colour.

2 We will reduce any claim payment for:

- a) clothing or linen;
- b) College property on loan; or
- c) any item or part which is not replaced or repaired

to take account of wear and tear or improvement in their condition.

3 The most We will pay for any one claim will be the total sum insured on Contents shown in the schedule up to the following limits:

- a) We will not pay more than £500 for any one item.
- b) We will not pay more than the amount shown in paragraphs B1, B2, B5, B6, B7, B8 and B9 of this Section 1.
- c) On top of any other amount, We will pay the amount shown in paragraph B3 of this Section 1.

4 Any claim payment for loss or damage will be reduced by the amount of any Excess shown in the schedule.

E – Liabilities

1 Occupiers and Personal Liabilities

We will pay all amounts You or any member of Your Family become legally liable for as a result of living in Your Home, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property caused during the Period of Insurance shown in the schedule.

But not liability for:

- i) death of or bodily injury to any member of Your Family or Your domestic staff;
- ii) damage to property belonging to or in the custody or control of You, Your Family or Your domestic staff; or
- iii) claims arising from the following:
 - 1) You or any member of Your Family owning any land, building or You or any member of Your Family occupying any land or building other than Your Home;
 - 2) any profession, business or employment;
 - 3) an agreement unless that liability would have existed anyway;
 - 4) You or any member of Your Family owning, keeping or using any:
 - a) motor vehicle (other than motorised gardening equipment);
 - b) caravan while being towed;
 - c) watercraft, hovercraft or aircraft other than hand-propelled craft or models; or
 - d) any living creature other than domestic animals;
 - 5) Any communicable disease (one able to be passed from one person to another); or
 - 6) You or any member of Your Family owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

We will not pay more than £1,000,000 resulting from any one incident.

We will also pay costs, expenses and legal fees We have agreed to in writing.

2 Tenants Liability

We will pay for all amounts You become legally liable to pay, as a tenant of Your Home, for damage caused to the Buildings of Your Home during the Period of Insurance shown in the schedule by any cause covered by Paragraph A of this Section 1 and including the following:

- a) Plumbing Installation

We will pay for damage to any part of the plumbing installation in Your Home caused by freezing or bursting.

But not

- i) plumbing that is outside or in an outbuilding;
 - ii) loss or damage due to rust, corrosion or wear and tear; or
 - iii) loss or damage after Your Home has been Unoccupied for more than 30 days in a row.
- b) Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which You are legally responsible for and which provide services to or from Your Home.

- c) Glass and Sanitary Ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary fittings in Your Home.

But not after Your Home has been Unoccupied for more than 30 days in a row.

We will not pay more than 20% of the total sum insured by this Section 1 of the policy resulting from any one incident.

Section 2 – Laptop Computer Equipment & Other Portable Electronic Equipment Cover – Optional Extra

This section only applies if it is shown in Your policy schedule.

A – Loss or Damage

We will pay for accidental loss of or damage to Laptop Computer Equipment & Other Portable Electronic Equipment while in Your Home and elsewhere within the British Isles.

But not:

- a) loss of or damage to:
 - i) property more specifically insured by any other policy;
 - ii) property if left unattended at any time in a place which has public access; or
 - iii) property held or used for any profession, business or employment.
- b) loss or damage caused by:
 - i) domestic pets;
 - ii) the following if left in any property which has been Unoccupied for more than 30 days in a row:
 - 1) theft or attempted theft;
 - 2) vandalism or malicious acts; or
 - 3) water or oil escaping from any fixed water or heating installation or from any domestic appliance;
 - iii) theft:
 - 1) by deception;
 - 2) from an unattended motor vehicle;
 - 3) from anywhere other than Your Home

or Permanent Home Address unless involving forcible and violent entry or exit;

- iv) compact disc programmes, any software or software manuals or any costs following rebuilding of software data;
- v) any fax machines, photographic equipment or hi-fi equipment which can be used in conjunction with Laptop Computer Equipment or any other equipment or computer accessories;
- vi) Customs or other officials confiscating or keeping hold of the items; or
- vii) Uninsurable Risks.

B – Extra Cover

1 Overseas Travel

The insurance provided under Paragraph A of this Section 2 will apply to Laptop Computer Equipment and Other Portable Electronic Equipment while temporarily outside the British Isles for up to 30 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

2 Belongings During Vacation (only applicable if You are a Student).

We will pay for loss or damage to Laptop Computer Equipment and Other Portable

Electronic Equipment caused by anything insured under Paragraph A of this Section 1 while in the Term Time Address when left Unoccupied during Vacation.

But not theft unless involving forcible and violent entry

Equipment, unless the schedule states otherwise.

C – Basis of Settling Claims

1 For any one item of Laptop Computer Equipment or Other Portable Electronic Equipment that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item as new; or
- b) replace the item as new; or
- c) pay the cost of repairing the item; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

2 We will reduce any claim payment for any item which is not replaced or repaired to take account of wear and tear or an improvement in their condition.

3 The most We will pay for any one claim will be the total sum insured on Laptop Computer Equipment or Other Portable Electronic Equipment shown in the schedule up to the following limits:

- a) We will not pay more than £750 for any one item of Laptop Computer Equipment, unless the schedule states otherwise.
- b) We will not pay more than £250 for any one item of Other Portable Electronic

- 4 **The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.**
- 5 **Any claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.**

Section 3 – Mobile Phone Cover – Optional Extra

This section only applies if it is shown in Your policy schedule.

A – Loss or Damage

We will pay for accidental loss of or damage to any mobile phone belonging to You or any member of Your Family while it is in Your Home and elsewhere within the British Isles.

But not:

- a) if it is:
 - i) more specifically insured by any other policy; or
 - ii) held or used for any profession, business or employment.
- b) loss of or damage to mobile phone accessories;
- c) the cost of unauthorised calls;
- d) any theft not reported to the police within 24 hours of the incident; or
- e) loss or damage caused by:
 - i) not following the manufacturer's instructions;
 - ii) domestic pets;
 - iii) the following if left in any property which has been Unoccupied for more than 30 days in a row:
 - 1) theft or attempted theft;
 - 2) vandalism or malicious acts; or
 - 3) water or oil escaping from any fixed water or heating installation or from any domestic appliance
 - iv) theft:
 - 1) by deception;
 - 2) from an unattended motor vehicle; or

- 3) from You except by robbery or where Your mobile phone has been concealed and not left unattended.

- v) Uninsurable Risks

B – Extra Cover

1 Overseas Travel

The insurance provided under Paragraph A of this Section 3 will apply to any mobile phone belonging to You or any member of Your Family while temporarily outside the British Isles for up to 30 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

2 Belongings During Vacation (only applicable if You are a Student).

We will pay for loss or damage to any mobile phone belonging to You or any member of Your Family caused by anything insured under Paragraph A of this Section 1 while in the Term Time Address when left Unoccupied during Vacation.

But not theft unless involving forcible and violent entry

C – Basis of Settling Claims

- 1 For any one mobile phone that is lost or damaged We will decide to either:**
 - a) pay the cost of replacing the mobile phone as new; or
 - b) replace the mobile phone as new; or
 - c) pay the cost of repairing the mobile phone; or
 - d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the mobile phone using Our own suppliers.
- 2 We will reduce any claim payment for any mobile phone which is not replaced or repaired to take account of wear and tear or an improvement in its condition.**
- 3 The most We will pay for any one claim will be £250.**
- 4 Any claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.**

Section 4 – Pedal Cycles – Optional Extra

This section only applies if it is shown in Your policy schedule.

A – Loss or Damage

We will pay for accidental loss of or damage to pedal cycles and their accessories in Your Home and elsewhere within the British Isles and belonging to You or any member of Your Family.

But not:

- a) loss of or damage to:
 - i) tyres or accessories unless the cycle is lost or damaged at the same time;
 - ii) the cycle while being used for racing, pacemaking or trials; or
 - iii) cycles more specifically insured by any other policy.
- b) loss or damage caused by:
 - i) the following if left in any property which has been Unoccupied for more than 30 days in a row:
 - 1) theft or attempted theft;
 - 2) vandalism or malicious acts; or
 - 3) water or oil escaping from any fixed water or heating installation or from any domestic appliance;
 - ii) theft:
 - 1) by deception: or
 - 2) when the cycle is unattended and is not in a locked building or immobilised by a security device;
 - iii) Customs or other officials confiscating or keeping hold of the cycle; or
 - iv) Uninsurable Risks.

B – Extra Cover

1 Overseas Travel

The insurance under Paragraph A of this Section 4 will apply to any pedal cycle belonging to You or any member of Your Family while temporarily outside the British Isles for up to 30 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

2 Belongings During Vacation (only applicable if You are a Student).

We will pay for loss or damage to any pedal cycle belonging to You or any member of Your Family caused by anything insured under Paragraph A of this Section 1 while in the Term Time Address when left Unoccupied during Vacation.

But not theft unless involving forcible and violent entry.

C – Basis of Settling Claims

1 For any one cycle that is lost or damaged We will decide to either:

- a) pay the cost of replacing the cycle; or
- b) replace the cycle; or
- c) pay the cost of repairing the cycle; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace the cycle using Our own supplier.

2 The most We will pay for any one cycle will be £250.

3 Any claim settlement will:

- a) not be more than the sum insured shown in the schedule; and
- b) be reduced by the amount of any Excess shown in the schedule.

Section 5 – Specified Items – Optional Extra

This section only applies if it is shown in Your policy schedule.

A – Loss or Damage

We will pay for accidental loss of or damage to any item listed under the Specified Items Section of the schedule belonging to You or any member of Your Family while that property is in Your Home and elsewhere within the British Isles.

But not

- a) loss of or damage to:
 - i) Laptop Computer Equipment;
 - ii) Other Portable Electronic Equipment;
 - iii) mobile phones;
 - iv) pedal cycles or their accessories;
 - v) skis or sub-aqua equipment whilst in use;
 - vi) Sports Equipment or clothing whilst in use;
 - vii) property more specifically insured by any other policy; or
 - viii) property held or used for any profession, business or employment.
- b) loss or damage caused by:
 - i) the following if left in any property which has been Unoccupied for more than 30 days in a row:
 - 1) theft or attempted theft;
 - 2) vandalism or malicious acts; or
 - 3) water or oil escaping from any fixed water or heating installation or from any domestic appliance;
 - ii) theft:
 - 1) by deception; or
 - 2) from an unattended motor vehicle;
 - iii) Customs or other officials confiscating or keeping hold of the items; or
 - iv) Uninsurable Risks.
- c) loss or damage by any cause mentioned in Paragraph A of Section 1 – Contents.

B – Extra Cover

1 Overseas Travel

The insurance provided under Paragraph A of this Section 5 will apply to the property insured while temporarily outside the British Isles for up to 30 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

2 Belongings During Vacation (only applicable if You are a Student).

We will pay for loss or damage to any item listed under the Specified Items Section of the schedule belonging to You or any member of Your Family caused by anything insured under Paragraph A of this Section 1 while in the Term Time Address when left Unoccupied during Vacation.

But not theft unless involving forcible and violent entry.

C – Basis of Settling Claims

1 For any one item listed under Specified Items or part of a set that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

2 We will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or an improvement in their condition.

3 The most We will pay for any one claim will be the total sum insured on Specified Items shown in the schedule up to the following limits:

- a) We will not pay more than the individual sum insured for any item.
- b) We will not pay more than £1,500 for any one item, set or collection unless the schedule states otherwise.

4 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. To help You do this, We recommend that You keep, photos, instruction booklets, copies of valuations and receipts.

5 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.

6 Any claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

Section 6 – Legal Protection - Optional Extra

This section only applies if it is shown in Your schedule. This section covers legal expenses.

Legal Helpline 0845 246 4323

You can ring the helpline to discuss any private legal problem. This service is here to help, so please feel free to use it.

While Section 6 Legal Protection remains in force, the helpline is available 24 hours a day, seven days a week. In particular, if something You are proposing to do may result in a legal claim, You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

How to Make a Claim for Legal Protection

- a) Phone Our legal advice helpline on **0845 246 4323**. Please have Your RBS Essentials Policy number available when You call.
- b) You must tell the legal advice line of any incident which may lead to a claim under the policy. You must do this as soon as possible, and always within 180 days of the date that You knew or should have known about the incident.
- c) We will send You a claim form to fill in and return to Us.

For extra security, We may record all phone calls and keep the recording secure.

Definitions Which Apply to Legal Protection Cover

The following definitions are in addition to or may replace those shown on pages 8 – 9 of the policy.

In this section 6 only, the words below will have the following meanings:

Costs The professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs, which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

The most We will pay for all Costs will be £50,000 for any claim or claims arising from any one incident.

Date of Incident Either:

- a) the date of the incident that has led to this claim; or
 - b) the date of the first incident, if there are a number of incidents;
- whichever is earlier.

Solicitor Any suitably qualified person appointed to represent You under this section.

You, Your The person named as the Policyholder in the schedule and members of their Family.

Cover Provided

We will pay:

Legal Costs

We will cover your Costs in the event of the following:

- a) Personal injury – death or bodily injury to You.
- b) Contract dispute – a dispute arising out of an agreement which You have for:
 - a) buying or hiring goods or services; or
 - b) selling goods

- c Landlord / tenant dispute – A dispute with Your landlord regarding a tenancy agreement that You have entered into to rent Your Home Address.
- d Legal defence – Your work as an employee which leads to:
 - a) You being prosecuted in a magistrates' or crown court;
 - b) civil action being taken against You for unlawful discrimination because of someone's sex, race, disability, religious belief or political opinion; or
 - c) civil action being taken against You under section 13 of the Data Protection Act 1998.

The cover provided by this section only applies if:

- a) the Date of Incident is within the Period of Insurance and the incident happens within the British Isles;
- b) any legal proceedings are carried out by a court or other organisation which We agree to within the British Isles; and
- c) it is always more likely than not that You will be successful with Your claim.

General Exclusions Which Apply to Legal Protection Cover

(see also General Exclusions on page 28)

You are not covered for any of the following.

- a) Any claim You report to Us more than 180 days after the date You knew about, or should have known about, the incident leading to the claim.
- b) Costs You have paid or will have to pay before We have agreed to them.

- c) Your Costs in any action against another person who is insured by this policy (This does not apply to accidents involving motor vehicles.)
- d) Any claim between You and someone You live with or have lived with.
- e) Any application for a judicial review.
- f) Any dispute with Us about this section of the policy, other than as shown in general condition 5 on page 27.
- g) Any incident which begins before cover starts.
- h) Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor, without good reason. If this applies You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
- i) Costs covered by any other insurance policy or which You can get back from any other source.

Specific Exclusions Which Apply to Legal Protection Cover

You are not covered for any of the following.

Personal injury

- a) Any illness or injury which develops gradually or is not caused by a specific or sudden accident.
- b) Defending Your legal rights in claims against You.
- c) Any claim to do with a motor vehicle, its parts or accessories (except a claim against another person or organisation for Your death

or bodily injury which happened while You were a passenger in a motor vehicle).

Contract dispute

- a) Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings;
- b) Any claim arising out of a contract You have entered into in connection with a profession, business or trade;
- c) Any claim where the amount in dispute is less than £100;
- d) Any claim relating to a motor vehicle, its parts or accessories; or
- e) Any claim relating to leases, tenancies or a licence to occupy.

Landlord / tenant dispute

- a) Any claim relating to rent, service charges or renewal of the tenancy agreement; or
- b) Defending Your rights in claims against You other than defending a counter-claim.

Legal defence

- a) Defending any motoring prosecutions.

General Conditions Which Apply to Legal Protection Cover

(see also Conditions on page 10)

If You do not keep to the following conditions, We may cancel this cover, refuse any claim and withdraw from any current claim.

1 You must do the following.

- b) Let Us have full details of Your claim

and any other information that We or the Solicitor ask for. (You must pay any costs involved in providing this information).

- c) Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- d) Tell Us about any developments affecting Your claim.
- e) Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- f) Tell Us if anyone makes a payment into court or offers to settle Your claim.
- g) Try to get back any Costs that We have to make, and if You do get them back, pass them to Us.
- h) Get Our agreement before You negotiate or settle a claim.

2 Appointing a Solicitor.

- a) We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- b) If We accept Your claim, We or a Solicitor appointed by Us will try to settle the matter without having to go to court.
- c) If it is necessary to take Your claim to

court, or if there is a conflict of interests, You can choose the Solicitor to act for you. Otherwise, We will appoint a Solicitor for You.

- d) We or You will appoint the Solicitor to act for You in line with Our standard terms of appointment. (You can ask Us for a copy.)
- e) You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- f) If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3 You must tell Your Solicitor to do the following.

- a) Get Our written permission before instructing a barrister or an expert witness.
- b) Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4 We can do the following.

- a) Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- b) Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
- c) Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.

- d) Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5 Disputes.

You have the right to refer any disagreement between You and Us to arbitration. (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the United Kingdom whose law governs this section of the Policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 2 for details of Our complaints procedure.)

The Claims Conditions Which Apply to the Whole Policy (below) do not apply to this Section 6 Legal Protection.

Claims Conditions Which Apply to the Whole Policy.

1 Reporting a Claim

When You find out about the possibility of a claim under this policy You must tell Us as soon as possible.

2 Loss or Damage Claims

For any loss or damage claim You must do the following:

- a) at Your expense provide Us with any information and evidence We ask for including written estimates and proof of ownership or value; and
- b) immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion or if any property has been lost outside Your Home.

3 Liability Claims

For any liability claim You must:

- a) send Us any letter, claim, writ or summons in connection with the claim or potential claim as soon as You receive it; and
- b) not admit, deny, negotiate or settle a claim without Our written consent.

4 Abandonment

You cannot abandon any property to Us.

5 Enforcing Your Rights

You or anyone else claiming under this policy must not admit to any claim, promise any payment or refuse any claim without Our prior written consent.

If We want to, We can take over and conduct in Your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance necessary for them to achieve a settlement.

6 Other Insurances

If there is any other insurance covering the same loss, damage or liability We will only pay Our proportionate share.

Exclusions Which Apply to the Whole Policy.

This policy does not cover claims arising from the following:

1 Radioactive Contamination

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

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous proper ties of any explosive nuclear equipment or any nuclear part of that equipment.

2 War risks

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or similar event.

3 Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects traveling at or above the speed of sound.

4 Existing Damage

Any loss or damage that happened before cover started.

5 Pollution or contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in Your Home which takes place during the Period of Insurance.

6 Failure of Computers and Electrical Equipment

Damage or loss directly or indirectly due to:

- a) any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- b) computer viruses.

7 Terrorism

Any expense, legal liability or any loss or damage to property directly or indirectly caused by terrorism. Terrorism is defined as

any person or people, whether acting alone or in connection with any organization or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

8 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately or wilfully by You or any member of Your Family.

Your Consumer Credit Agreement

Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments, We will send You a Consumer Credit Agreement.

You can cancel this within 14 days of receiving it. If You would like to cancel the Consumer Credit Agreement, please call Us on **0845 301 5287** or write to Us at the address shown in Your documents. We will refund any premium You have paid as long as no claim has been made. If a claim has been made, We will take any unpaid instalments from the amount We pay to settle Your claim.

If You do not cancel the Consumer Credit Agreement within 14 days, You must continue to pay the instalments for Your Policy. If You don't, We will cancel Your cover and end the Consumer Credit Agreement.

Note: if You cancel Your Consumer Credit Agreement, You can continue to be covered under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also end.

Other Important Information about Your Consumer Credit Agreement

If You have a complaint about Your Consumer Credit Agreement read the "How to Complain" section on page 2.

You can end Your Consumer Credit Agreement at any time. However, if You want Your cover under the policy to continue You must pay the premium for the rest of the Period of Insurance.

If You decide to cancel Your cover under the policy, all cover will end from the date Your first unpaid instalment was due.

We can end Your Consumer Credit Agreement if You fail to pay any instalment by the date it is due. For full details see Your Consumer Credit Agreement.

Other taxes or costs not charged by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and disputes will be referred to English courts.

We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

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Website www.rbs.co.uk