

Your **House** insurance policy

| Retirement | Investments | Insurance | Health |



HOW TO GET HELP...

Claims	Contact	Opening hours
Home claims (except Legal Expenses)	Please have your policy number ready when you call Take a look at MAKING A CLAIM below then call 0800 012345 Please always call if you need urgent help	24 hours a day
Legal Expenses	0800 051 1701	
Helplines		
Personal Legal and Tax helpline (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man).	0800 051 1701	24 hours a day
Customer services		
Questions or changes to your policy or the information you've given us	Please contact your insurance adviser	
Requests for large print, audio or Braille policy documents if you have a disability.	Please contact your insurance adviser	
Complaints (other than about a claim).	Please contact your insurance adviser	

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. See www.fscs.org.uk for more details.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 03 prefixed numbers are charged at national call rates (charges may vary depending on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

What to do if you're unhappy

If you have a complaint please see above for the contact numbers. Full details of the complaints procedure can be found in the 'Important Information' document.

MAKING A CLAIM

If you need to make a claim or have a query about something that's happened please see the contacts on the previous page.

Please always call us if you need urgent help, for example:

- your home isn't secure (eg damaged locks, doors or windows)
- there is standing water in your home
- a water leak is on-going or water is entering your home
- anyone is at risk of injury
- your home can't be lived in

Our personal claims managers offer help and advice around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we'll take care of the arrangements. You just have to pay the excess.

Once we have your claim details we'll put wheels in motion and explain what will happen next. Some claims can be settled immediately on the first call but if it takes longer we'll keep you informed about progress.

Getting ready to claim

Having the right information to hand when you're telling us about a claim will help us to get things moving quickly. Here's what's likely to be useful:



Your Home policy number



Photos of damaged or lost property. For buildings damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.



Receipts, quotes or invoices, where appropriate.



Estimate of the size of the affected area where buildings or carpets are damaged. It can also help to tell us the size of the affected rooms.



Please remember it is important that you keep your property well maintained. Your policy doesn't cover loss or damage caused by wear and tear or a lack of maintenance. Although your home isn't the only thing you need to look after, it's one of the most important. There are some basic things you can do, for example, check the outside for missing or slipped tiles, or rotten window frames, and ensure that gutters and downpipes aren't blocked by leaves. On the inside check that sealant and grout look to be in good order as small leaks can cause significant damage over time.

HELPFUL INFORMATION ABOUT YOUR POLICY



Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to and renew **your** policy (please see the **GENERAL CONDITIONS** for more information).

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Key

To help you when you read your policy:



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information

These boxes highlight what your policy does not cover

Bold text Words or phrases in **bold** have the meanings described in the **'DEFINITIONS'** section.

DEFINITIONS

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

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.

Buildings

- a. The **home**, 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**.

Clauses

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

Contents

Household items and **personal belongings** that

- **you** own;
- **you** are legally responsible for;

belong to **domestic employees** who live with **you**.

This includes **personal money** up to £750, **personal belongings** of visitors to the **home** up to £1,000 and **home office equipment** up to £10,000.

Domestic Employee

A person directly employed by **you**, solely to carry out domestic duties in **your home** and/or its garden.

Excess

The amount **you** will have to pay towards each separate claim.

Fire

Accidental combustion caused by an external heat source, such as a spark or candle.

'Fire' does not include scorching, melting, or heat distortion of any kind unless as a direct result of combustion.



If there is no combustion but a single event (caused suddenly and unexpectedly by an outside force) leads to scorching, melting or heat distortion **you** may be able to claim for this if **your** policy includes cover for **accidental damage**.

Heave

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

DEFINITIONS

Home

The house or flat and its outbuildings (including garages), at the address shown on **your schedule**, all used for domestic purposes only.

Home office equipment

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

Landslip

Movement of land down a slope.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

Period of Insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled.

Personal Belongings

Clothing, jewellery, watches, mobile phones and gadgets like laptops and tablets, sports, musical and photographic equipment, luggage bags and other items designed to be worn or carried. All items must belong to **you** or be **your** legal responsibility.

Personal Money

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

Schedule

The document which gives details of the cover and **sum insured** limits **you** have.

Settlement

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

DEFINITIONS

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.



The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but **we** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

Subsidence

Downward movement of the land beneath the **buildings** that is not as 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 booklet or any **clause**.

Unoccupied

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



By 'lived in' **we** mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the **home**.

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

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 normally living with them and their foster children who live with them.



This includes family members who are students and normally live in the **home** outside of term time.

GENERAL CONDITIONS

These conditions apply to all sections of the policy shown in this booklet.

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.

Please tell **us** immediately about changes to the information set out in the application form, 'Information Provided by You' document or **your schedule**, including (but not limited to):

- leaving **your home unoccupied** for more than the agreed number of days;
- letting **your home** or using it for business (except office work);
- an insured person being charged or convicted of a (non-motoring) criminal offence.

Please also tell **us** if:

- **you** are intending to alter or renovate the **buildings** (though not minor cosmetic changes such as re-decorating);
- **you** plan to lend **your home**;
- the people to be insured change.

We will tell **you** if **we** can accept the change and if so, whether it will result in revised terms and/or premium being applied to **your** policy. If any information **you** provide is not complete and accurate

we may:

- cancel **your** policy and refuse to pay any claim; or
- not pay any claim in full; or
- change one or more of:
 - the premium;
 - the **excess**;
 - the extent of cover.

If **you** are unsure whether **you** need to tell **us** of a change please call **your** insurance adviser.

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 and keep insured property in good condition.

3. Your policy

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

- **your** policy booklet;
- information contained on **your** application and/or "Information Provided by You" document as issued by **us**;
- **your schedule** (including any **clauses** shown on it);
- information under the heading "Important Information" which **we** give **you** when **you** take out or renew **your** policy;
- changes to this policy or important information **we** give **you** at renewal.

GENERAL CONDITIONS

4. 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 immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been 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, and provide all the information and help **we** need to settle **your** claim;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**;
- d. call **us** if **you** receive any information or communication about the event or cause;
- e. avoid discussing liability with anyone else without **our** permission.

To help us settle your claim



It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

Our rights

- a. **We** will be entitled, at **our** cost, but in **your** name, to:
 - take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise; or
 - take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim
- b. No property may be abandoned to **us**.

Limit

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

- a. up to the limit shown under the relevant section of this policy booklet or **your** schedule (less any amounts already paid by **us**); or
- b. any lower amount for which **we** can settle **your** claim

Once **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 incurred by **us**.

5. 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**.

GENERAL CONDITIONS

6. 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 of the claim, 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.

7. Monthly payment plan

If **you** are paying the premium using **our** monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out below.

8. Cancelling this policy

Your rights

You can cancel **your** policy and/or any additional covers at any time by calling **your** insurance adviser.

- If **you** cancel before the cover start date **you** will receive a refund of any premium **you** have paid for the cancelled cover.
- If cover has started **you** will receive a refund as set out in (a), less a proportionate deduction for the time **we** have provided cover.

Our rights

We (or any agent **we** have authorised to do so) may cancel this policy and/or any additional covers where there is a valid reason for doing so by sending at least 7 days' written notice to **your** last known address or email address explaining the reasons. Valid reasons include, but are not limited to where:

- you** have not paid **your** premium (including non-payment of an instalment under an Aviva credit facility). If premiums or instalments are not paid when due **we** will write to **you** requesting payment by a specific date. (**We** will give you at least 14 days' written notice if **we** intend to cancel due to non-payment under an Aviva credit facility.) If **we** receive payment by the date shown 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;
- we** reasonably suspect fraud;
- you** fail to co-operate with **us** or give **us** information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests;
- you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask (see GENERAL CONDITION 1).

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud, or the date 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.

GENERAL CONDITIONS

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premium **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important note



The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

9. 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.

10. Index Linking

Your sum(s) insured may be updated monthly (and the new amounts notified to **you** annually with **your** renewal notice) to reflect rising costs in line with the Retail Price Index for **contents** and the House Rebuilding Cost Index for **buildings**.

We will not reduce **your sum insured** if the index falls.

11. 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 covers shown in this booklet

This policy does not cover:

1. **Gradually occurring damage**

- wear and tear (natural and predictable damage which happens over time or due to normal use) this includes gradual weathering, the effect of light; deterioration or depreciation; and
- any other gradually occurring damage (except **subsidence, heave** and **landslip**).

2. **Breakdowns or faults**

claims for things which have just broken down or stopped working. This means anything ranging from boilers to home appliances and laptops.

3. **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.

4. **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.

GENERAL EXCLUSIONS

5. **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.

6. **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.

7. **Pollution or Contamination**

anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at **your home**.

8. **Deliberate or Criminal Acts**

any loss or damage

- a. deliberately caused by; or
- b. arising from a criminal act caused by;

you or any other person living with **you**.

9. **Events before the cover start date**

anything which occurred before the cover under this policy started.

BUILDINGS SECTION

This section only applies when shown on **your schedule**.

What is covered

The cover provided by this section is explained below:

The Buildings

We will provide cover for loss of or damage to the **buildings** caused by any of the following:

1. **Fire**, explosion, lightning, earthquake or smoke
2. **Storm** or Flood.
3.
 - a. Riot, civil unrest, strikes, or labour or political disturbances.
 - b. Malicious people or vandals.

What is not covered

Anything set out in the **BUILDINGS SECTION EXCLUSIONS** or **GENERAL EXCLUSIONS SECTION** of this policy booklet

The first £100 of each claim (the **excess**) which is increased to £450 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems.

No **excess** applies to Emergency access and Liability to the public sections.

Loss or damage by smoke that happens gradually.

Loss or damage:

- caused by frost;
- caused by **storm** to fences, gates and hedges;
- that happens gradually.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than 60 days.

BUILDINGS SECTION

What is covered

4. Being hit by:
 - a. aircraft or other flying objects or anything falling from them;
 - b. vehicles or animals.
5. Water escaping from or freezing in water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

What is not covered

Loss or damage:

- that happens after the **home** has been left **unoccupied** for more than 60 days.
- to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **home**;
- by **subsidence, heave** or **landslip** caused by water escaping.

Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.

Loss or damage:

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than 60 days.

BUILDINGS SECTION

What is covered

9. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.

10. Falling trees or branches

If **we** accept a claim for damage to **buildings** by falling trees **we** will also pay reasonable costs **you** have to pay for removing the fallen part of the tree or the whole tree if uprooted.

Replacement locks

If keys to external doors of the **home** or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms.

What is not covered

- the first £1,000 of each claim (the **excess**).
- Damage to any part of the **buildings** except the **home** unless **we** accept (or have already accepted) a claim for **subsidence, heave** or **landslip** damage to the **home**.
- Damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave** or **landslip**, unless **you** told **us** about this and **we** accepted it.
- Damage caused by riverbank or coastal erosion.
- Damage to solid floors caused by infill materials settling, swelling or shrinking.
- Damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**.
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

Costs **you** have to pay for:

- removing the part of the tree that is still below ground;
- restoring the site.


What is covered

Loss of rent and the cost of alternative accommodation

If **your home** can't be lived in because it's been damaged by something showing in **Buildings** paragraph 1-10, **we** will pay up to £100,000 for any one incident for the following until it's fit to be lived in:

- Reasonable alternative accommodation costs for **you** (including **your** pets) if you live in the home.
- Any ground rent **you** still need to pay.
- If **you** have a lodger or tenant **we** will pay:
 - any rental income **you** lose from them; or
 - reasonable alternative accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.

What is not covered

 **We** will always try to keep **you** (and/or other occupants) in **your home** if we can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we** will pay for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we** will aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We** will consider how many people live in the **home**, how long **you**'ll need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

BUILDINGS SECTION

What is covered

Damage to services, fixed glass and sanitary fittings

We will cover **accidental damage** to:

- a. cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**, including up to £1000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;
- b. fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

Emergency access

We will cover damage to the **home** caused while gaining necessary access to deal with a medical emergency or to prevent damage to the **home**.

Emergency access garden

We will cover damage to the garden within the boundaries of the **home** caused while gaining necessary access to deal with a medical emergency or to prevent damage to the **home**.

What is not covered

Under (a) **we** will not cover damage due to a fault or limit of design, manufacture, construction or installation.

Under (b) **we** will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.

What is covered

Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay up to £5,000 for any one incident for the reasonable cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

Selling your home

If **you** have contracted to sell the **buildings** and they are damaged before the sale is completed, the buyer (if not otherwise insured) will be entitled to benefit from this insurance (for the damage or destruction) once the sale has been completed.

Your liability to the public

(See the important note below)

We will cover **your** legal liability to pay damages and claimants' costs and expenses up to £5,000,000 for any one incident for:

- accidental bodily injury or illness;
- accidental loss of or damage to property;

happening during the **period of insurance** and arising from **you** owning the **building** and its land. This also includes claims made against **you** under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for

What is not covered

The cost of repairing the source of the leak unless caused by loss or damage covered under **The Buildings**.

Liability in connection with:

- **you** occupying the **building** and its land;
- any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- loss of or damage to property which belongs to **you** or is in **your** care;

BUILDINGS SECTION

What is covered

any former property owned and insured under the **BUILDINGS SECTION** for accidents happening during the **period of insurance**, or up to seven years afterwards, provided it is not covered by any other insurance.

We will also pay all **your** costs and expenses that **we** have already agreed to in writing.

What is not covered

- any **motorised vehicle**;
- any agreement unless **you** would still have been liable without that agreement;
- **your** trade, business or profession (except as landlord of the **home**).

Important note



Accidents which happen in **buildings** or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** owning the **home** (e.g. if **you** are a landlord).

If **you** own the **home** and also live in it (e.g. **your** main **home** or **your** holiday home), any liability arising as occupier is not covered under this section, but this is provided if **you** take **Contents** cover.

BUILDING SECTION EXCLUSIONS

Under the **BUILDINGS SECTION** **we** will not cover:

- damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

ACCIDENTAL DAMAGE TO BUILDINGS

The covers in this section only apply when shown on **your schedule**

What is covered

Accidental damage to buildings

We will cover all other **accidental damage** to the **buildings** that is not covered by the **BUILDINGS SECTION** or by ***Damage to services, fixed glass and sanitary fittings.***

What is not covered

- Damage caused by:
 - wear and tear, **subsidence, heave, landslip, settlement**, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually;
 - water entering the **home** regardless of how this happened (please note – certain water damage is covered under ***The Buildings*** please refer to pages 14 and 15);
 - chewing, scratching, tearing or fouling by domestic animals;
 - faulty or unsuitable materials or design or poor workmanship;
 - building alterations, renovations, extensions or repairs;
 - paying guests or tenants.
- Damage excluded under ***The Buildings***;

Under the **ACCIDENTAL DAMAGE TO BUILDINGS SECTION** we will not cover:

- the first £100 of each claim (the **excess**)
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

BUILDINGS CONDITIONS

The following conditions apply to the **BUILDINGS** and **EXTRA ACCIDENTAL DAMAGE COVER TO BUILDINGS SECTIONS**

1. *The Sum Insured*

At all times the **sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

If at the time of a loss the **sum insured** is too low **we** will not settle **your** claim on an 'as new' basis and will reduce any payments to reflect wear and tear.

2. *Settling claims (except liability)*

We can choose to settle **your** claim by

- repairing,
- giving **you** an equivalent replacement
- making a payment.

If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

How we deal with claims for storm damage

We explain what **we** mean by **storm** in the 'definitions' section.

We try to be fair, so **we** don't just look at wind speed **we** will take other factors into account like where **your home** is sited.

We will check what the weather was like in **your** area when the damage happened and may ask for pictures or send an expert

out look at the damage to decide if it was caused by a **storm** and confirm that a lack of maintenance didn't cause or contribute to the damage.

Whether **you're** claiming for **storm** or something else it's a policy condition that **you** keep **your** property in good condition so if **you** haven't done this and this was the reason (or main reason) for the damage then **we** may not pay **your** claim or may not pay it in full.

What we will pay

We will pay up to the sum(s) insured and cover limits for each incident (unless **we** tell **you** otherwise). **You** can find the sum(s) insured and limits on **your** Schedule and/or this booklet.

We won't reduce the sum(s) insured by the amount paid under any claim.

If **we** accept a claim under **The Buildings we** will also pay for:

- a. Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b. The cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay.
- c. The cost of meeting building regulations or municipal or local authority bye-laws.

What we will not pay

We will not pay:

- fees for preparing a claim under (a)
- under (c) for costs **you** are legally responsible for paying because of a notice served on you before the date of the loss or damage
- any reduction in the market value of the **home** as a result of an insurable event.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour.

See also **GENERAL CONDITIONS** section of this policy booklet.



Where **we** refer to the term 'reasonable' in *The Buildings* part 10 and *Tracing and accessing leaks* sections, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

CONTENTS SECTION

This section only applies when shown on **your schedule**.

What is covered

The cover provided by this section is explained below:

Contents in the home

We will cover loss of or damage to **contents** in the **home** caused by:

1. **Fire**, explosion, lightning, earthquake or smoke.
2. **Storm** or flood.
3.
 - a. Riot, civil unrest, strikes and labour or political disturbances.
 - b. Malicious people or vandals.

What is not covered

Anything set out in the **CONTENTS SECTION EXCLUSIONS** or **GENERAL EXCLUSIONS SECTION** of this policy booklet.

The first £100 of each claim (the **excess**) which is increased to £450 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems. No **excess** applies to fatal injury benefit, Occupier's, personal and employer's liability and Emergency access sections;

Loss or damage by smoke that happens gradually.

Loss or damage that happens gradually.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than 60 days.

CONTENTS SECTION

What is covered

4. Being hit by:
 - a. aircraft or other flying objects, or anything falling from them;
 - b. vehicles or animals.
5. Water escaping from water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.

What is not covered

Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.

Loss or damage that happens after the **home** has been left **unoccupied** 60 days.

- Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.
- Theft by deception, unless deception is used only to get into the **home**.
- Theft of **personal money**, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception.
- Theft if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to.
- Theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception.
- Loss or damage caused by paying guests, tenants or **you**.
- More than £2,500 for any one incident involving theft from outbuildings (other than garages).

CONTENTS SECTION

What is covered

8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.
10. Falling trees or branches.

Contents temporarily removed from the home

We will cover up to £10,000 for any one incident for loss of or damage to **contents** by any of the causes listed under **Contents in the home** while temporarily removed from the **home** to:

- a. any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the **British Isles**;
- b. anywhere else in the **British Isles**.

Contents in the garden

We will cover loss of or damage to **contents** by any of the causes listed under **Contents in the home** happening in the open within the boundaries of the **home**, up to £2,000 for any one incident.

What is not covered

- Damage caused by riverbank or coastal erosion.
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

Under (a) and (b) **we** will not cover:

- more than £2,500 for loss or damage to **contents** in outbuildings;
- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

Under (b) **we** will not cover:

- loss or damage caused by **storm** or flood to **contents** that are not in a building;
- loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository.

- Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.
- Theft of pedal cycles unless securely locked to an object that cannot be moved.

CONTENTS SECTION

What is covered

Garden re-landscaping

We will pay to re-landscape the garden at the **home** if it is damaged by anything listed under ***Contents in the home*** covers 1,3,4 and 7.

We will pay up to £2,500 (single item limit £250) for:

- any individual plant, tree or shrub;
- re-landscaping in total.

Replacement locks

If keys to external doors of the **home**, or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms.

Food in freezers

We will cover loss of or damage to food stored in a freezer in the **home**, due to a change in temperature or contamination by freezing agents.

Domestic heating fuel and metered water

We will cover accidental leakage of

- a. domestic heating fuel;
- b. metered water up to £2,000

What is not covered

- Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days.
- Theft or damage caused maliciously by **you**, paying guests or tenants.
- Smoke damage caused gradually.

Loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying **your** power.



Theft of domestic heating fuel is covered under ***Contents in the home***.

CONTENTS SECTION

What is covered

Emergency access

We will cover damage to **contents** caused while gaining necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

Loss of rent and the cost of alternative accommodation

If **your home** can't be lived in because it's been damaged by something shown in **Contents** paragraph 1-10 **we** will pay up to £10,000 for any one incident for the following until it's fit to be lived in:

- reasonable alternative accommodation costs for **you** (including your pets) if **you** live in the home;
- If **you** have a lodger or tenant we'll pay:
 - any rental income **you** lose from them; or
 - the reasonable accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.



We will always try to keep **you** (and/or other occupants) in **your home** if we can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we** will pay for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we** will aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing.

We will consider how many people live in the **home**, how long **you**'ll need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Fatal injury benefit

We will pay up to £5,000 if **you** die as a direct result of injury caused in the **home** by **fire**, explosion, lightning or intruders.

For **us** to pay a claim, **your** death must happen within three months of the incident.

What is not covered

CONTENTS SECTION

What is covered

Household removals

We will cover **contents** accidentally damaged or stolen during professional removal from the **home** to **your** new permanent home, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the **British Isles**.

Religious festivals and wedding gifts

We will increase your **contents sum insured** by £5,000 for each of the following events:

- a. during any month in which **you** celebrate a religious festival, to cover gifts and food bought for the occasion;
- b. during the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

Accidental damage to home entertainment equipment, mirrors and glass

We will cover **accidental damage** to:

- 1 a. television sets (including digital and satellite receivers), dvd/ video players and recorders, games consoles, home computers and audio equipment in the **home**;
- b. receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**;
- 2 mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

What is not covered

Personal money, jewellery, watches, items of gold or platinum, stamps and coins.

- Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
- Digital/video cameras and satellite navigation systems;
- Radio transmitters, mobile phones and hearing aids;
- Damage caused by fitting a battery incorrectly.



'Items designed to be portable' means things like laptops, tablets and ipods which can be used outside the home on battery or solar power. Cover for these items is available under 'Extra' accidental damage, or under PERSONAL BELONGINGS (this gives **our** widest cover both inside and away from **home**).

ACCIDENTAL DAMAGE TO HOME ENTERTAINMENT EQUIPMENT, MIRRORS AND GLASS SECTION

Under the **ACCIDENTAL DAMAGE TO HOME ENTERTAINMENT EQUIPMENT, MIRRORS AND GLASS SECTION** we will not cover:

- the first £100 of each claim (**the excess**);
 - damage caused by the process of cleaning, washing, repairing or restoring any item;
 - electrical or mechanical breakdown;
 - loss in value;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
 - damage caused by wear and tear or anything which happens gradually;
 - anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

CONTENTS SECTION

What is covered

Occupier's, personal and employer's liability **(See the important note overleaf)**

We will cover **you** legal liability to pay damages and claimants' costs and expenses for:

- accidental bodily injury or illness;
 - accidental loss of or damage to property; happening during the **period of insurance** in:
 - the **British Isles**;
 - the rest of the world, for temporary visits;
- and arising:
- as occupier (not as owner) of the **home** and its land;
 - in a personal capacity (not as occupier or owner of any building or land);
 - as employer of a **domestic employee**.

What is not covered

Liability in connection with:

- a. **you** owning land, buildings or other fixed property;
- b. **you** living in or occupying land or buildings other than the **home** or its land;
- c. aircraft other than pedestrian controlled toys or models;
- d. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- e. caravans;
- f. boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles;
 - pedestrian-controlled toys or models;
- g. deliberate or malicious acts;

CONTENTS SECTION

What is covered

We will not pay more than £5,000,000 for any one incident, unless a claim is made against you by any person you employ where the injury or illness happens as a result of or in the course of their employment by you (in which case the most we will pay for any one incident is £10,000,000).

We will also pay all **your** costs and expenses which **we** have already agreed to in writing.

What is not covered

- h. the passing on of an infectious disease or virus;
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- j. any agreement unless **you** would still have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **you** or is in **your** care or control;
- m. bodily injury or illness to **you**.

For claims involving liability for bodily injury to or illness of a **domestic employee** working for **you**:

- exclusions (a), (b), (c), (e), (f), (g), (h) and (k) will not apply;
- exclusion (d) will not apply unless cover or security is needed under any of the Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Important Note



Accidents which happen in **buildings** or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** occupying the **home**. Any liability arising solely from **your** ownership of the **home** (eg if **you** are a landlord and don't live in the **home**) is not covered under this section, but this is provided if **you** take **Buildings** cover.

CONTENTS SECTION

What is covered

Tenant's liability

We will provide cover up to £15,000 for any one incident: if **you** are legally responsible as a tenant for:

- a. loss of or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by any of the causes listed under ***Contents in the home***;
- b. **accidental damage** to:
 - fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns;
 - cables, pipes, septic tanks and drain inspection covers which serve the **home**. Cover includes up to £1000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

What is not covered

Loss or damage:

- excluded under ***Contents in the home***;
- that happens while the **home** has been left **unoccupied**;
- caused by building work which involves alterations, renovations, extensions or repairs.

Under (b) **we** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

CONTENTS SECTION EXCLUSIONS

Under the **CONTENTS SECTION** we will not cover:

- property insured by any other policy;
 - documents of any kind except **personal money**, passports and the title deeds to **your home**;
 - **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings, and wallpaper;
 - items used for business or professional purposes (except **home office equipment**);
 - any living creature;
 - anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

ACCIDENTAL DAMAGE TO CONTENTS IN THE HOME

The covers in this section only apply when shown on **your schedule**.

What is covered

Accidental damage cover to contents in the home

We will cover all other **accidental damage** to **contents** while in the **home** that is not covered by the **CONTENTS SECTION** or by **Accidental damage to home entertainment equipment, mirrors and glass**.

What is not covered

- Food and stamps;
- Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- Damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under **Contents in the home** please refer to page 24);
- Any loss that is not the direct result of the insured incident itself;
- Damage which is excluded under **Contents in the home**;
- Loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.

Under the **ACCIDENTAL DAMAGE TO CONTENTS IN THE HOME SECTION** we will not cover:

- the first £100 of each claim (the **excess**);
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;

- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by wear and tear or anything which happens gradually;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

CONTENTS CONDITIONS

These conditions apply to the **CONTENTS** and **ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME SECTIONS**

1. *The Sum Insured*

At all times the **sum insured** must be at least equal to the full cost of replacing the property "as new". If at the time of a loss the **sum insured** is too low **we** will not settle claims on an 'as new' basis and will reduce any payments to reflect wear and tear.

2. *Settling claims (except liability)*

We can choose to settle **your** claim by

- repairing,
- giving **you** an equivalent replacement (for mobile phones this includes providing a refurbished model)
- making a payment.

Where **we** provide **you** with a refurbished mobile phone our aim will be to let **you** keep **your** existing telephone number, but if (for reasons beyond **our** control) **you** can't then **your** replacement phone will be connected to a new number.

If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

What we will pay

We will pay up to the sum(s) insured and cover limits for each incident unless **we** tell **you** otherwise). **You** can find the sum(s) insured and limits on **your** Schedule and/or this booklet.

We won't reduce the sum(s) insured by the amount paid under any claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

Valuables

We will not pay more than the limits shown on **your schedule** for **valuables**.

3. *Pairs, Sets and Suites*

We will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour.

4. *Items valued over the single item limit*

We will not pay more than the single item limit shown on **your schedule** for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

5. *Proof of value and ownership*

It is **your** responsibility to prove any loss. **We** therefore recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value

- prior to providing cover for the item;
- at the time of a loss.

See also **GENERAL CONDITIONS** section of this policy booklet.

PERSONAL BELONGINGS SECTION

This section only applies when shown on **your schedule**.

What is covered

This covers personal items (as shown on **your schedule**) while anywhere in the world.

Loss or damage to **your personal belongings** shown on **your schedule**.

What is not covered

Anything set out in the **PERSONAL BELONGINGS SECTION EXCLUSIONS** or **GENERAL EXCLUSIONS SECTION** of this policy booklet

- loss or damage to sports racquets, sticks, bats and clubs while in use;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- furniture, furnishings, household goods and equipment, food and drink;
- bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature;

Unless the following items are specifically shown on **your schedule**, **we** will not cover:

- snowboards, skis (including sticks and bindings) water skis, sub-aqua equipment and riding tack;
- contact, corneal cap or micro lenses;
- **Pedal cycles** and their parts, spares or accessories;
- **personal money**, credit and debit cards

PERSONAL BELONGINGS SECTION

What is covered

Personal money

This cover only applies when shown on **your schedule**.

We will cover loss of the following:

- **personal money** up to £750;

Pedal cycles

This cover only applies when shown on **your schedule**.

We will provide cover for loss of or damage to **your** pedal cycles (including electrically assisted pedal cycles) and their parts and accessories anywhere in the world up to the limit shown on **your schedule**.

What is not covered

Under **personal money we** will not cover:

- losses not reported to the police;
- credit and debit cards.

Theft unless the cycle is:

- in **your** immediate custody and control; or
- securely locked to an object that cannot be moved; or
- in a locked building.

PERSONAL BELONGINGS SECTION EXCLUSIONS

Under the **PERSONAL BELONGINGS SECTION** (including *Personal money* and *Pedal cycles* when shown on **your schedule**) we will not cover:

The first £100 of each claim (the **excess**) which is increased to £450 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems.

- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;

- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- theft by deception, unless deception is used only as a way to get into the **home**;
- business goods and equipment;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

PERSONAL BELONGINGS CONDITIONS

All the **CONTENTS CONDITIONS** also apply to **PERSONAL BELONGINGS** (including *Personal money* and *Pedal cycles*) except for the paragraph headed *Valuables* under **2. Settling claims** which does not apply to these covers.

FAMILY LEGAL PROTECTION

Family Legal Protection only applies if it is shown on **your Schedule**.

How to get assistance – Call us first to get help and advice on 0800 051 1701

1. For confidential legal advice call 0800 051 1701

Our legal helpline is available 24 hours a day, 365 days a year. Please have **your** policy number ready

- This cover is to help **you** and **your** family, to pursue or defend legal claims. The issues **we** may be able to help with are described in the Insured Events on pages 41 to 45.
- As soon as **you** become aware of an issue, please call the 24 hour helpline on 0800 051 1701 and **we** will ensure **you** are provided with help and advice on a private legal matter for **you** or a member of **your** household, and **you** can call for advice as many times as **you** need to. It is important that **you** tell **us** about a dispute as soon as possible after it happens as this may improve **your** chances of winning the case (known as prospects of success).

2. **We'll** discuss the issue with **you** and help **you** understand **your** options

- **We'll** help **you** understand what **your** legal rights are, what course of action is available to **you**, if that action can be taken by **you** or whether **you** need to consult with a **lawyer**. **We** will also advise **you** if **your** issue could be covered under this Family Legal Protection.

3. If **your** issue is covered under this policy **we'll** provide **you** with a **lawyer**

- If **your** claim is accepted **we** will provide **you** with a **lawyer** who specialises in the law relating to **your** claim. **You** do not have to find **your** own **lawyer** as **we** have access to a range of leading expert **lawyers** waiting to help **you**.

4. **You** will be asked to provide evidence

- Should **you** wish to pursue a claim the **lawyer** will need **you** to provide as much information as possible to support **your** case. This could include: copy of contracts, witness details, correspondence with anyone regarding **your** claim etc. **You** are responsible for providing evidence to support **your** case at **your** own cost.

5. The **lawyer** will assess **your** case to determine **your** chances of winning

- The **lawyer** will first assess how likely **you** are to win **your** case. **We** call this 'prospects of success', and **we** explain this further on page 48. The **lawyer** who is acting for **you** decides this.
- If the **lawyer** believes that **you** are more likely than not to win **your** case then they will pursue it for **you** and **we** will pay their **costs and expenses** up to the amount shown on **your schedule**.

FAMILY LEGAL PROTECTION

6. If **you** have sufficient chances of winning **your** case, the **lawyer** will progress it
 - The **lawyer** will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve **your** case with the other side.
7. The case may progress to court
 - If an agreement cannot be made, then the case may progress to a court, tribunal or other body who will decide the outcome. **You** may have to attend and give evidence.
8. And **we** will continue to fund the **costs and expenses** up to the limit shown on **your** policy **schedule**
 - Providing the prospects of success stay in **your** favour **we** will continue, in line with the terms and conditions of this policy, to pay for the **lawyer's costs and expenses** throughout the claim.
9. Case closure
 - If **you** use a **lawyer** provided by Aviva, whether **you** win or lose **you** will not be liable for any payment (unless **costs and expenses** go over above the amount shown on **your** schedule, and options will be discussed with **you** before this situation arises). If **you** are awarded compensation as part of **your** case then **you** keep 100% of the compensation awarded and recovered to **you**.
 - If **you** use a **lawyer** of **your** choice and **you** are awarded compensation, **we** cannot guarantee that **you** will be able to keep all of it as a proportion may be retained by **your** **lawyer**.

YOUR COVER AND INSURED EVENTS

Call us on 0800 051 1701 as soon as you become aware of an issue

For the insured events described below, which once **we** have agreed to and authorised, **we** will pay **your costs and expenses** to:

- a. pursue or defend a claim for damages;
- b. pursue the enforcement of an agreement;
- c. seek an injunction e.g. to stop a neighbour being noisy;
- d. seek other legal remedy.

The maximum **we** will pay for any one claim is shown on **your schedule**.

If **you** would like some more information about claims call **0800 051 1701**.

Insured Event

EMPLOYMENT DISPUTES

What is covered

- A dispute with **your** employer regarding **your** contract of employment including unfair dismissal.
- A breach of **your** legal rights under employment law.
- Checking and advising on the terms of a settlement agreement.

What is not covered

- Any disciplinary or grievance procedures at work.
- Disputes with **your** employer which commenced before or within the first 30 days of this cover starting unless **you** had a similar policy which finished immediately before this cover began.
- Negotiating with **your** employer the terms of a settlement agreement.

If **you** need help to understand the date on which the law says **your** contract of employment ends, please call **our** legal helpline on **0800 051 1701** for assistance.

EMPLOYMENT DISPUTES

Common examples of employment disputes

- Claims through being unfairly selected for redundancy.
- Claims against employers for constructive dismissal.
- Claims for sex, race or age discrimination
- Claims against **your** employer for unpaid wages.
- Claims for disability or illness discrimination including cancer.

PROPERTY DISPUTES

What is covered

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent.

- A dispute relating to the interference of **your** use, enjoyment or right over **your home**.
- A dispute relating to damage to **your home**.
- A dispute regarding an agreement for the sale or purchase of **your home**.
- A dispute with **your** landlord regarding a tenancy agreement to rent **your home**.
- A dispute with a contractor in relation to work on **your home**.

What is not covered

- A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to **your home**.
- A claim relating to planning including town and country planning legislation.
- **You** will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between **you** as the landlord and a tenant of any **home you** own.

PROPERTY DISPUTES

Common examples of property disputes

- Where a neighbour's overgrowing ivy or leylandii damages **your home**.
- Boundary disputes regarding building work or fences.
- Rights of way disputes especially over shared driveways.
- Noise and other nuisance disputes
e.g. tree root encroachment.
- Interference with drains or sewers by building work.

CONSUMER DISPUTES

What is covered

- A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.

What is not covered

- Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

Common examples of consumer disputes

- The purchase of motor vehicles and caravans from a garage.
- Disputes for defective kitchens and kitchen appliances.
- Claims against travel agents for breach of contract.
- Defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers.
- A dispute relating to the purchase of animals.
- Disputes with retailers regarding faulty goods.

PERSONAL INJURY DISPUTES

What is covered

- A claim following an incident that causes death or injury to **you**.

What is not covered

- Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury.
- Any claim relating to **your** own injury or death in a **motorised vehicle** that **you** are driving.

Common examples of personal injury disputes

- Trips or slips whilst at work or in a shop.
- Operating machinery which is faulty or **you** are not properly trained to use.
- Injuries following an assault.
- Passengers being injured in cars or on buses.
- Food poisoning.
- Being knocked off a bike by a motorist.

MEDICAL OR COSMETIC PROCEDURE NEGLIGENCE DISPUTES

What is covered

- Claims relating to medical or cosmetic procedure negligence which causes death or injury to **you**.
- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

Medical and cosmetic procedure negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for **your** care.

What is not covered

Common examples of medical or cosmetic procedure negligence disputes

- Surgery which has not been carried out correctly.
- Failure to diagnose an illness or injury correctly.
- A dentist removing a healthy tooth by mistake.
- Negligence during child birth.
- Errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery.
- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

For claims relating to medical or cosmetic procedure negligence the incident date will be defined as the date when **you** or **your** representative first knew or should have known of any injury, illness or death caused by the treatment.

QUESTIONS & ANSWERS

Who is covered under this policy?

The persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Some words are in bold in this booklet, what does it mean?

In addition to the definitions in the main Home Insurance Policy, where the following words or phrases appear in bold within this section they will have the following meaning:

Costs and expenses

All legal costs charged by the **lawyer** and authorised by **us** or that **you** are ordered to pay by a court/other body.

Lawyer

A suitably experienced legal professional.

Where and when does the issue/incident need to have happened to be covered under the policy?

The incident leading to any claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on **your schedule**.

Who will answer my call and handle my case?

A legal professional appointed by Aviva will answer **your** call, and if **you** have a case and legal representation is necessary, **your** case will be managed by Arc Legal Assistance Limited (Arc), who are **our** trusted expert.

Is my call confidential?

We will give **you** and members of **your** household, confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands. Please note that for our joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and **we** want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary **Arc** will appoint a **lawyer** from one of their approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust that has extensive experience in the area of law relevant to **your** claim
- the firm of solicitors will have passed Arc's vetting process and proved themselves to be able to work to high quality standards
- in cases where **you** may be due compensation from another party, **you** will keep 100% of the compensation awarded and recovered to **you**
- the **lawyer** charges competitive legal fees which ensure the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.

If **you** do choose to use another **lawyer** it is important **you** are aware that both **we** and **Arc** cannot ensure the **lawyer** acting for **you** will be suitably competent to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not appointed by **Arc** may also require **you** to pay them a percentage of **your** compensation.

QUESTIONS & ANSWERS

Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect **your** level of no claims discount or **your** premium on **your** Home Insurance and Family Legal Protection policy. There is no policy excess or other fees to pay for using this service.

Who is the policy underwritten by?

Family Legal Protection is underwritten by Aviva Insurance Limited.

ASSESSING YOUR CASE, INCLUDING 'PROSPECTS OF SUCCESS' AND 'PROPORTIONALITY'

1. *The lawyer's assessment*

Our lawyer will assess the evidence and if it is more likely than not that **you** will:

- recover damages or obtain any other legal remedy which **we** have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or
 - be successful in defending a claim made against **you**, or
 - make a successful appeal or defence of an appeal
- then **your** case will be considered by the **lawyer** to have reasonable 'prospects of success' (this means how likely **you** are to win **your** case).

In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue **your** case), and:

- Has a legal obligation not to waste court time, and to keep the costs to a level that the court would consider reasonable.
- Will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

If, in the **lawyer's** opinion:

- your** claim is likely to be considered a waste of court time, or
- the prospects of success are no longer in **your** favour, or

- your** claim has reached a point where incurring further **costs and expenses** would not be reasonable
- then **we** will not pay any further **costs and expenses** towards it. If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue.

Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

2. *What can I do if I do not agree with the lawyer's opinion?*

We have confidence in the opinion of **our** appointed **lawyer** and rely on this when deciding if **we** should continue to pay the **costs and expenses** towards **your** claim.

If **you** do not agree with **our lawyer's** opinion and **you** find a different **lawyer**, at **your** own cost, or **you** already have a **lawyer** who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen **lawyer** must be based on the same information regarding the claim that **you** provided to **us**.

The **lawyer** conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this **lawyer** should be then **we** will ask a relevant law society to appoint one. The reviewing **lawyer** will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen **lawyer's** second opinion.

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the 'What to do if **you** are unhappy section of the Complaints procedure section in this policy booklet.

FAMILY LEGAL PROTECTION CONDITIONS AND EXCLUSIONS

In addition to the specific Family Legal Protection conditions and exclusions shown below all of the **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS** apply to this cover except for:

- The GENERAL EXCLUSION headed 'Terrorism'
- The GENERAL CONDITIONS under the following headings:
 - **You** duty to prevent loss or damage
 - Claims

1. **We** will not pay for:

- a. any claim **we** reasonably believe **you** knew was likely to happen when you **took** out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim;
- b. claims where **you** do not keep to the terms, exclusions and conditions of this cover;
- c. **costs and expenses** which are incurred prior to **our** written agreement and authorisation;
- d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on **your schedule**; **You** can only make one claim for all disputes arising from the same incident.
- e. any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**;
- f. any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- g. any issue leading to a claim which was deliberately or intentionally caused by **you**;
- h. a dispute between **you** and someone related to **you** or who is insured under this policy;

- i. any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
- j. any claim in respect of libel and slander;
- k. an application for judicial review;
- l. disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim;
- m. disputes between **you** and **us** or Arc where the dispute relates to this cover;
- n. any claim relating to compulsory purchase or to major works where the effect is not specific to **your lawyer** but is more widespread e.g. work on roads, railways and airports;
- o. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- p. where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.
- q. any test case unless:
 - (i) the case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **our lawyer** agrees that the case is more likely than not to be successful.

When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

FAMILY LEGAL PROTECTION CONDITIONS AND EXCLUSIONS

1. Claims

- a. Freedom to choose **your lawyer**
 - (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist lawyer, **you** are free to choose **your own lawyer** by sending **us** their name and address.
 - (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment which are available on request.
 - (iii) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.
- b. **Our** rights and **your** obligations
 - (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide us with any information or opinion in respect of **your** claim.
 - (ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
 - (iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.
 - (iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
 - (v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs and expenses**.
 - (vi) No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.

c. **Our** rights to stop **your** claim

The cover **we** provide will end immediately if **you**:

- (i) settle a claim or withdraw a claim without **our** prior agreement, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

If, in the event of the above, **we** incur **costs and expenses** that would not otherwise have been incurred, **we** reserve the right to recover these from **you**.

2. Recovery of costs

If **you** are successful with **your** claim, **you** must instruct the **lawyer** to take every available step to recover for **us** all **costs and expenses** relating to **your** case.

3. Disputes about the way your claim has been handled

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in the 'What to do if **you** are unhappy' section of the Complaints procedure section in this policy booklet.

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the **lawyer's** opinion?' section on page 48 of this document.



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