

distinct home¹⁵⁰

Your policy



Your Distinct Home cover comes complete with a distinct service. A service that's flexible and first-class in every way, with claims resolved quickly and without any hassle, with your choice of cash settlement, replacement or an expertly designed replica. A service that looks after your lifestyle as much as your home, offering a level of support above and beyond what you'd find with standard cover.

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Welcome to Distinct

Thank you for choosing the Distinct Home 150 policy. This policy document gives you full details of your cover. Please keep it in a safe place.

If at any time you wish to extend, amend or add additional covers to your policy, simply talk to your insurance adviser.

Our commitment to you

Our measurement of success at Distinct is perfection. That's what makes us distinct.

Our role is to ensure that should you be unfortunate enough to need us as a result of a claim that we will do everything possible to ensure your situation is dealt with swiftly, professionally and with empathy.

If you have any issues, recommendations or general comments please feel free to write to us at:

Distinct
Level 3 West–Claims
Pitheavlis
Perth
PH2 ONH

Instant reassurance from our claims service

Our experienced claims team is there to help you whenever you need it and will always strive to meet your expectations. We always look to get things settled as quickly as we can but if you need extra support we'll provide you with a Home Claims adviser to manage your claim individually until everything is settled as you want it.

We also offer a Personal Jeweller if you lose an item of jewellery. They will provide additional support to help create a replica piece, arrange replacement, specialist repair or a cash settlement if required.

If you need us, the number to call is **0800 051 1750** (for claims abroad call **0044 1603 208 901**). all day, every day. Most claims won't require a claim form. An incident manager will immediately take charge of your claim to get things back to normal as soon as possible with the minimum of fuss. Once we confirm that the incident is covered by your policy:

- your Incident Manager will arrange for any tradespeople to come to your property to carry out emergency repairs and secure it properly
- there is no need to bother with getting cost estimates before they start work
- there is also no need for worry about payment since their bills (apart from any excess that may apply to your policy) are settled directly by us
- we have a network of nationally approved suppliers to replace stolen or damaged household items on the basis of the 'new for old' cover provided by your policy.

Your Incident Manager will handle your claim from start to finish. They will regularly update you on progress.

We can help you with all your insurance needs

Distinct is very much an all-encompassing service but we do realise that there are some aspects of our service which you may already have through specialist policies. We therefore offer you a selection of options which you may choose to add to your policy when it is convenient. For example, when other policies are due for renewal, you could switch your cover to us, giving you one single, easily accessible point of administration. You may already have chosen some of these options.

Optional covers

Travel insurance

Whether travelling on business or pleasure, Distinct can provide you with a high level of annual travel cover for peace of mind before and whilst you're away:

- worldwide cover, for trips up to 90 days including holidays in the UK lasting longer than two nights
- one policy covers you, your partner, family members and domestic staff who live at your home
- 24 hour Worldwide Emergency Medical specialists' service for immediate assistance outside the UK, including repatriation home if required
- winter sports additional cover for up to 30 days per period of insurance, including cover for loss or damage of hired equipment, delay due to avalanche, piste closure and non-refundable ski-pack costs.

Second homes

Cover is available for homes in the mainland of France, Spain or Portugal where the main residence is in the United Kingdom and insured on a Distinct Home policy. Cover for subsidence, heave and landslip is unavailable.

Small craft

This gives protection for craft up to 16ft in length, with a designed maximum speed not exceeding 50mph and a value of up to £10,000. A wide variety of vessels may be covered including sailing boats, dinghies, powered boats and canoes.

Caravans

A highly valuable option for those who have a caravan.

Full details of these options are available from your insurance adviser.

Distinct Home services

From valuations to home security visits, your home policy includes a range of helpful benefits.

Independent valuation services for your home and contents

If you would like to have any of your possessions valued, or obtain an accurate re-building cost of your home, we have negotiated special discounted fees for Distinct Home policyholders for the services of Quastel Associates and Authentica. Both are independent, professionally accredited companies whose valuations are carried out by professionally qualified staff offering full UK coverage.

Valuations for possessions

We have arranged preferential fees with Quastel Associates – professional valuers specialising in antiques, works of art, jewellery and general contents. By using Quastel Associates insurance ‘Wealth-check’ or ‘Bespoke’ services, valuations can be tailored to your precise requirements. Valuations are available for any number of items from a single picture to entire house contents, including a detailed inventory and digital photographs of specialised items if required. Following a ‘Wealth-check’ valuation you will receive a report with breakdown into categories required for insurance. With a ‘Bespoke’ valuation you will receive an appraisal document listing items and values. You can then be fully confident of having the right level of cover for all your possessions.

To book and for details please call Quastel Associates on **0870 9020 940**.

Calls are charged at the national call rate.

Valuations for re-building your home

In our experience, listed properties and high valued homes can often be dramatically underinsured. To safeguard your home fully and for your own peace of mind we have arranged preferential fees with Authentica – professional valuers specialising in providing risk management services for high net worth and listed properties. Authentica will provide you with an accurate re-building measurement and valuation of your home, reflecting the age and status of your home and all its distinguishing features. Following their survey, you will receive a re-building valuation and a photographic record of your home. Remember, with a professional valuation of your home, we will pay up to 150% of your sum insured in the event of a claim.

To book and for more details please call Authentica on **01749 679 145**.

Calls are charged at the national call rate.

Please confirm that you are a Distinct Home policyholder when calling either company.

Security helpline

For general advice on locks, alarms, safes, fire prevention, health and safety and environmental issues call the Risk Solutions Helpline on **0845 366 6666**. Lines are open 9am-5pm Monday to Friday and calls are charged at local rates.

Home security visit

As a Distinct Home policyholder you can request a free home security visit for a complete review of your property, looking at such areas as theft and fire prevention and the general condition of the property.

Call the Risk Solutions Helpline on **0845 366 6666**.

Lines are open 9am-5pm Monday to Friday and calls are charged at local rates.

Personal identity protection helpline

If you have become a victim of identity theft or require information on protecting your identity our professional advisers can offer detailed guidance and advice.

We provide up-to-date information on protecting yourself from identity theft, warning signs and prevention tips, and advice on what to do if you become a victim of identity theft.

Simply call free on **0800 051 1719**.

For full details of the cover and services supplied under the Personal Identity Protection section, please refer to the policy booklet.

Homesitters

We have arranged preferential rates for Distinct Home clients for the home caretaking services provided by Homesitters Limited. Rigorously-vetted employees will look after your home and care for pets while you are away, either round-the-clock or during specified hours of the day.

For details, call **01296 630 730**.

Calls are charged at the national call rate.

Guardian Safes

We have arranged preferential rates for Distinct Home clients with Guardian Safes Limited, who can provide and professionally install safes for the home.

For details, call **0117 978 4800**.

Calls are charged at the national call rate.

GP helpline

The GP helpline gives you speedy access to medical advice – 24 hours a day, 365 days a year. Fully qualified GP's fit in with your busy schedule and give unhurried advice at the end of a phone. In addition, you can also use the helpline when you are too busy to consult your own GP for advice or for general medical and health information.

Call **0870 739 7699**.

0870 number charges may vary, please contact your network provider for details.

Legal and tax helpline

A free service for expert advice on a wide range of legal issues, from credit and consumer law to medical and workplace matters, plus advice on any personal UK tax matter.

Call free on **0800 051 1718**.

Your Distinct Home policy

The Contract of Insurance

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

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

- your policy booklet;
- information contained on your Information Provided By You document as issued by us, Statement of Fact document as issued by us, application form and proposal form;
- your schedule;
- any clauses endorsed on your policy, as set out in your schedule;
- any changes to your home insurance policy contained in notices issued by us at renewal.

In return for you paying your premium, we will provide the cover shown on your schedule on the terms and conditions of this policy booklet during the period of insurance.

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

Your policy wording

The schedule, together with this policy booklet, sets out the cover you have selected. It is important that you read these carefully to ensure that all details are shown correctly and your requirements have been met. To ensure that you remain fully protected we recommend that you review sums insured and policy limits periodically and contact your insurance adviser if they become inadequate.

Changes we need to know about

Please tell your insurance advisor immediately to let us know, if there are any changes to the information set out in the application form and/or Statement of

Fact or on your schedule, or any other changes in your circumstances which might affect your insurance, for example:

- the people to be insured;
- the sums insured are not adequate;
- your home is to be left unoccupied for more than 60 days in a row;
- criminal convictions or cautions of the people insured.

If you are in any doubt please contact your insurance adviser.

When we are notified of a change, we will tell your insurance adviser if this affects your insurance, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy. If we are not told about a change it may affect any claim you make.

Law applicable to contract

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

- you and the insurer agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

Telephone taping

For our joint protection, calls may be recorded and/or monitored.

Definitions

Certain words and phrases used in this policy have the precise meanings as described below unless otherwise stated in a policy section. Wherever these words or phrases appear they will be shown in *italics*.

Buildings

- the *home*, swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, domestic fixed fuel tanks, lamp posts and fixed statues
- cables and underground pipes providing services to or from the *buildings*, cess pits, septic tanks and drain inspection covers
- external lighting, surveillance equipment and alarm systems fixed to the *buildings*
- fixtures and fittings which belong to *you* or for which *you* are legally responsible
- interior decorations belonging to *you* where *you* are the tenant of the private dwelling or where *you* are the owner but are not responsible for insuring the private dwelling.

Home

The private dwelling and its outbuildings used solely for domestic purposes at the address of the insured property shown in the schedule.

Contents

Household goods, *Art, antiques and collectables* and personal belongings

- which are *your* property
- which are the property of *your* visitors or resident domestic employees
- for which *you* are legally responsible.

Fixtures and fittings belonging to *you* or for which *you* are responsible where *you* are the owner of the private dwelling but are not responsible for insuring it and where *you* have no right of claim under any *buildings* insurance.

Radio aerials, television aerials and satellite dishes fixed to the *home*, their fittings and masts.

Contents also includes *personal money* and *business property*.

The definition of *contents* does not include:

- aircraft, watercraft, *caravans* and trailers and portions, parts and accessories for any of these items
- any living creature
- items more specifically insured
- motorised vehicles and watercraft other than:
 - motorised domestic gardening equipment
 - golf carts, models and toys
 - vehicles designed to assist disabled persons which are not registered for road use
 - motorcycles with an engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the land belonging to the *home*
 - sailboards, surfboards, windsurfers and jet skis.

Company/insurer/we/our/us

Aviva Insurance UK Limited, except where otherwise specified in any policy section.

Insured/insured person/you/your/yours

The person(s) named in the schedule, their domestic partner and members of their family(ies) permanently living with him/her/them.

Excess

The amount which *you* pay for each separate claim.

Period of insurance

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

Personal money

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

Unfurnished

Insufficiently furnished for normal living purposes.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

Not lived in by *you* or by anyone with *your* permission.

Business property

Furniture, equipment, supplies and stock used in connection with a business conducted from the *home*.

Art, antiques and collectables

Items that are rare and attractive, of good quality and in good condition, reflecting the age in which they were made. This includes such items as paintings, furniture, etchings, tapestries, ceramics, statues, sculptures, stamp and coin collections, items made of precious metals and/or stones, curios and collectables, all of which belong to *you* or for which *you* are legally responsible.

Caravan

The *caravan* and its fixtures, fittings, furnishings and utensils while in the *caravan*.

Outdoor items

Items designed to be left outside, including garden furniture, statues, ornaments, barbecues, marquees and portable gazebos, children's play equipment.

Buildings

Cover

Section A

The buildings

Loss or damage to the *buildings*

Loss or damage to newly acquired fixtures and fittings for the *buildings*, up to 15% of the *buildings* sum insured, provided *you* request cover for the items within 45 days of acquisition, provide appropriate details to *us* and pay *us* any required additional premium. *We* reserve the right not to insure the newly acquired fixtures and fittings after the 45th day. The most *we* will pay in respect of any one claim or occurrence is £25,000.

Exclusions to all buildings sections

(See also General Exclusions)

The *excesses* shown in your schedule. No *excess* applies to Section I.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Loss or damage caused by theft, attempted theft or malicious persons after the *home* has been left *unfurnished* or *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from or freezing of water in water tanks, pipes, apparatus or fixed heating systems after the *home* has been left *unoccupied* or *unfurnished* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Storm or flood damage to fences, gates and hedges (unless following impact by falling trees).

Accidental damage, subsidence or heave directly caused by the use of defective materials, defective design or defective workmanship.

The cost of maintenance or normal redecoration.

Damage caused by normal settlement or shrinkage or by subsidence of newly made-up ground.

Loss or damage by subsidence, heave or landslip:

- to swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, domestic fixed fuel tanks or lamp posts unless a claim is accepted for such damage to the *home*
- 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
- caused by coastal or river erosion
- to solid floors, caused by compaction or infill.

Section B

Additional expenses

When a claim is accepted under Section A we will also pay:

- a) architects' and surveyors' fees necessary for the reinstatement of the *buildings*
- b) the necessary cost of removing debris, demolishing, shoring or propping up the damaged parts of the *buildings* which we have agreed, in writing, to pay
- c) the additional cost of reinstatement of the *buildings* which has to be paid to comply with statutory or other building regulations or municipal or local authority bylaws
- d) the reasonable costs of debris removal of fallen tree(s) or branches of the whole tree(s) if they have been totally or partly uprooted.

We will not pay for:

- fees for preparing any claim
- any cost you are legally liable to pay because of a notice served on you before the date of destruction or damage
- costs you have to pay for removing any part of the tree(s) that is still below ground and/or for restoring the site.

Section C

Rent and alternative accommodation

If the *home* is damaged by any cause listed in Section A and cannot be lived in we will pay for the undernoted costs from the date of the loss until the *home* can be lived in again:

- a) reasonable additional costs which have to be paid for comparable alternative accommodation for you and your domestic pets and horses
- b) rent which you still have to pay
- c) rent which you would have received if you had been renting out all or part of the *home*.

The most we will pay under this section is the *buildings* sum insured.

Section D

Compulsory evacuation

If a local authority prohibits *you* from living in the *home* following loss or damage to a neighbouring property *we* will pay reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses for a period up to 30 days from the date of compulsory evacuation.

Section E

Temporary removal of fixtures

Loss or damage to permanent fixtures while temporarily removed from the *home* to another building for periods up to 60 days for restoration, renovation, repair or safekeeping.

Section F

Garden and trespass cover

If *your* garden at *your home* is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft; and/or
- collision by vehicles, animals, aircraft or anything dropped from them; and/or
- any unlawful trespass

we will pay the cost of re-landscaping, removal of litter, repairing gates and fences up to £25,000 but not more than £5,000 in respect of theft or attempted theft.

Exclusions

(See also General Exclusions)

We will not pay for claims arising from or in connection with damage caused by:

- unlawful trespass to any land other than that at *your* main residence in the *United Kingdom*
- the removal of trespassers from *your* land, which was not authorised by a court of jurisdiction.

Section G

Tracing and accessing leaks

We will pay the reasonable costs, up to the *buildings* sum insured, for removing and replacing any part of the *buildings* necessary to find and repair the source of any escape of water from water tanks, pipes, apparatus or fixed heating system of the *buildings*.

Section H

Sale of buildings

We will pay up to the sum insured on *buildings* to any purchaser of your *buildings*, for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts or conclusion of missives and completion date and provided the *buildings* are not otherwise insured by the purchaser or on their behalf.

Section I

Your liability to the public

Your legal liability to pay damages and claimant's costs and expenses for:

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

occurring during the *period of insurance* and incurred by *you*:

- a) as owner (but not as occupier) of the *buildings*; or
- b) under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any *home* which *you* previously owned or occupied.

If *you* cancel this section the cover provided under b) above will continue for a period of seven years in respect

of any *home* insured by this section before cancellation, provided no other policy covers this liability.

We will not pay more than £5,000,000 for any one claim or claims arising from one occurrence.

We will also pay all *your* costs and expenses incurred with *our* written consent.

In the event of *your* death we will indemnify *your* personal representatives against any liability incurred by *you* and insured under this section.

Exclusions

(See also General Exclusions)

Liability

- in respect of bodily injury to or sickness contracted by any employee when injury or sickness arises out of and in the course of his/her employment by *you*
- in respect of loss or damage to property belonging to *you* or in *your* custody or control
- caused directly or indirectly in connection with any motorised vehicle for which insurance or security under any road traffic legislation is required
- arising under any agreement entered into by *you* unless that liability would have applied even if the agreement did not exist
- arising in connection with *your* trade, business or profession.

Important Note

(If *you* are the owner and occupier of the *home* insured by this policy)

Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

If *you* are both the owner and the occupier of the *building*, please remember that "Your liability to the public" cover does not cover *your* legal liability as the occupier of the *home* and its land.

To protect yourself, *you* will need to arrange contents insurance which provides "Occupiers liability" cover.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Section J

Pest contamination cover

You have entered into a contract of insurance with *Inter Partner Assistance* and a separate contract with *Homeserve* (GB) Ltd, Cable Drive, Walsall, WS2 7BN, registered in England No. 2770612, to arrange and administer this policy section.

This section represents the entire agreement of the parties on the matters in question, which will be subject to English law and the parties submit to the non-exclusive jurisdiction of the English courts.

This section is underwritten by *Inter Partner Assistance* who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. Their address is *Inter Partner Assistance*, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. United Kingdom office, registered No. FC008998.

Inter Partner Assistance is authorised by the Commission Bancaire, Financière et des Assurances (the Banking, Finance and Insurance Commission) in Belgium and regulated by the Financial Services Authority in the UK. Please read this section carefully. We do not wish you to discover after an incident has occurred that you are not insured. If you have any queries please contact *Homeserve* on **0800 073 1256**.

Definitions

Where the following words are shown in *italics*, they shall have the meanings given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definitions in this section will apply to this section only.

You/your

The permanent occupier of the *property* as recorded on the policy schedule and other persons who normally reside with you at your *property*.

Section J

Pest contamination cover - continued

Inter Partner Assistance/we/us/our:

Inter Partner Assistance SA, The Quadrangle,
106-118 Station Road, Redhill, Surrey, RH1 1PR.

Homeserve

Homeserve (GB) Ltd, Cable Drive, Walsall, WS2 7BN.

Property

The domestic or private premises that is *your* principal permanent place of residence as stated on the policy schedule, used for domestic purposes, including furnished/habitable outbuildings not attached to the main residence but within the property's boundaries. This definition excludes properties in multiple occupancy, second homes, holiday homes, mobile homes and commercial premises.

Pest contamination

Sudden and unforeseen infestation of the *property* by any of the pests detailed in the 'Schedule of Pests' which are covered under this policy section.

Emergency

Sudden and unforeseen *pest contamination* that:

- a) exposes *you* to a risk to your health; or
- b) creates a risk of loss of or damage to the *property* and any of your belongings forming part of or normally contained within the *property*; or
- c) make the *property* uninhabitable.

Cover

1. The insurance provides professional extermination and control of the pests detailed in the 'Schedule of Pests' below. The cover is for *emergency pest contamination* in the *property* at the address on *your* policy schedule, including its cellars and adjoining outbuildings. In respect of wasp and hornets' nests the cover extends to the garden of the *property*. We will pay up to £500 (including VAT) per incident.

Schedule of Pests

Brown rat	Black rat
House mouse	Field mouse
Wasps' nest	Hornets' nest

2. If *you* discover a *pest contamination* of any of the pests detailed in the 'Schedule of Pests' *you* should tell *us* on the emergency hotline number **0800 408 1529**. We will then arrange for an approved contractor to visit the *property* and to take the appropriate action to clear the *pest contamination*.
3. Claims must be made via our 24 hour emergency hotline by *you* or a person calling on *your* behalf at the time of the *emergency*. We regret that we will not cover the costs of any action taken by contractors not authorised by *us* in advance.
4. In order for *us* to verify *your* cover *you* must quote *your* policy number when calling to make a claim and produce *your* policy summary if requested.

Section J

Pest contamination cover - continued

Exclusions

(See also General Exclusions)

1. We are not liable for any of the following:
 - a) infestations known to exist at the insured *property* prior to commencement of this policy
 - b) damage to decorations or to any wall partition or ceiling including wallpaper and paintwork caused by pests directly or indirectly
 - c) infestation of communal areas
 - d) infestation of gardens and outbuildings not covered under the definition of *property* within this section
 - e) damage to the structure or masonry or fixtures or fittings caused by pests directly or indirectly
 - f) infestation in a *property* that has been *unoccupied* for more than 60 consecutive days.

Conditions

(See also General Conditions)

1. You shall give reasonable access to enable the contractor's service technicians to apply appropriate treatments. Furthermore, it is conditional upon you that you follow any recommendations made by the service technician on pest prevention and hygiene measures. You must also take all reasonable measures to prevent *pest contamination* in the first place.

2. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than *our* fair share (rateable proportion) of any claim.
3. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover which may have been caused by the action of a third party against whom you have a legal right of action.

A promise of service

We wish to provide you with a high standard of service. Very occasionally we receive complaints which we investigate at once. Every effort is made to resolve them to *your* satisfaction. If you have a complaint please write to the Customer Relations Department, Homeserve, Freepost WV1849, Walsall, WS2 7BR. If *your* complaint relates to the service you experienced as a result of a claim, and you feel that the matter has not been resolved satisfactorily, you may escalate *your* complaint to the General Manager, *Inter Partner Assistance*, The Quadrangle, 116-118 Station Road, Redhill, Surrey, RH1 1PR. In the unlikely event that you are not satisfied with the response from *Inter Partner Assistance*, you can ask us for details of FOS (the Financial Ombudsman Service).

Section J

Pest contamination cover - continued

Sum insured condition

The sum insured must be sufficient to cover the full cost of rebuilding the *buildings* to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

Index linking

The sum insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the House Rebuilding Cost Index or a suitable alternative index chosen by *us*.

The amended sum insured and renewal premium will be shown on *your* renewal notice. Index linking will continue during replacement or repair following loss or damage provided that replacement or repair is carried out without unnecessary delay.

Claims settlement

We will settle *your* claim by reinstating, replacing or repairing the damaged part(s) of the *buildings*.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim. However we will not pay for any reduction in market value of the *home* following reinstatement, replacement or repair to the damaged part(s).

The most we will pay for loss or damage arising out of one occurrence is the sum insured stated in the schedule. However, we will pay up to 150% of *your* sum insured on *buildings* if the sum insured has been based on a rebuilding cost valuation by a professional valuer or surveyor, index linked continuously since the date of the valuation and adjusted to reflect any subsequent alterations or extensions to the *buildings*.

If the repair or replacement is not carried out, we will pay the reduction in market value resulting from the loss or damage but not exceeding what it would have cost to repair or replace.

Pairs, sets and suites

In the event of loss or damage to parts of *buildings* which form part of a set of common design, we will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

However, we will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

Contents

Cover

Section A

The contents

Loss of or damage to *contents* at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss or damage to newly-acquired *contents* up to 15% of the *contents* sum insured, provided *you* request cover for the item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay *us* any required additional premium. *We* reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions to all contents sections

(See also General Exclusions)

The *excess* shown in *your* schedule. No *excess* applies to Sections D, H and N, or to claims arising from loss or damage to food in freezers and/or refrigerators.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Loss or damage at the *home* caused by theft, attempted theft or malicious persons after the *home* has been left *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems after the *home* has been left *unoccupied* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Loss or damage to food in freezers and/or refrigerators caused by the power supply authority or its employees deliberately cutting off or reducing the supply.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most *we* will pay in respect of any one occurrence is £5,000.

Theft of pedal cycles away from the *home* unless in a building or securely locked to an immovable object.

Loss or damage by subsidence, heave or landslip caused by coastal or river erosion.

In respect of *personal money*:

- losses not reported to the police
- shortages due to error or omission.

Section B

Rent and alternative accommodation

If the *home* is damaged by any cause listed in Section A and cannot be lived in, we will pay for the undernoted costs from the date of the loss until the *home* can be lived in again

- reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses
- rent which you still have to pay
- rent which you would have received if you had been renting out all or part of the *home*.

The most we will pay under this section is the *contents* sum insured (and, where stated in *your* schedule, the combined *Art, antiques and collectables* sum insured).

Section C

Compulsory evacuation

If a local authority prohibits *you* from living in the *home* following loss or damage to a neighbouring property, we will pay reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses for a period of up to 30 days from the date of the compulsory evacuation.

Section D

Loss of keys

If keys to the locks of:

- external doors to the *home*; or
- alarm systems or domestic safes fitted in the *home* are lost or stolen

we will pay the cost of replacing the locks or lock mechanisms.

Section E

Fuel and metered water

Accidental loss of domestic heating fuel and metered water.

Section F

Trauma cover

We will pay:

- following a violent crime committed against *you* by a third party at the *home*:
 - up to £500 for professional private counselling fees
 - up to £1,000 for temporary accommodation for up to seven days after the event or to carry out agreed improvements to physical security at the *home*
 - up to £15,000 for necessary conveyancing, removal and estate agency fees if, within 90 days of the event, *you* feel compelled to move house and had not already planned to do so
 - £25,000 if, within 12 months, *you* die as a direct result of injury caused during the event
- £25,000 if within 12 months, *you* die as a direct result of injury caused in the *home* by fire, lightning or explosion
- up to £5,000 as a reward for information which leads to the arrest and conviction of the person(s) criminally responsible for theft, attempted theft or violence against the person at the *home*
- up to £50,000 for necessary alterations to the *home* if *you* are permanently disabled as a result of an accident in the *home* during the *period of insurance*.

Section G

Automatic increase in sum insured

The *contents* sum insured is automatically increased by 10% in total:

- during the period 30 days before and 30 days after *your* wedding to cover wedding gifts
- during the period 30 days before and 30 days after the following religious festivals to cover newly-acquired gifts and provisions owned by *you* for these festivals:
 - Buddhist – Wesak
 - Christian – Christmas (Orthodox and Western)
 - Hindu – Diwali
 - Islamic – Eid ul-Adha and Eid ul Fitr ('Id al-Fitr)
 - Jewish – Passover, Rosh Hashanah and Hanukkah
 - Sikh – Vaisakhi (Baisakhi).

Section H

Occupier's, personal and employer's liability

Your legal liability to pay damages and claimant's costs and expenses for:

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

occurring during the *period of insurance* and incurred by *you* in the *United Kingdom* or Republic of Ireland or during temporary visits in the rest of the world:

- as occupier (not as owner) of the *home* and its land; or
- in a personal capacity; or
- as an employer of a domestic employee.

We will not pay more than £5,000,000 for any one claim or claims arising from one occurrence.

However, if a claim is made against *you* by a domestic employee when the injury or illness arises out of or in the course of their employment by *you*, the maximum we will pay in respect of any claim or claims arising from one event is £10,000,000.

In the event of *your* death we will indemnify *your* personal representatives against any liability incurred by *you* and insured under this section.

We will also pay all *your* costs and expenses incurred with *our* written consent.

Unrecovered court awards

We will pay up to £1,000,000 for sums which *you* have been awarded but which have not been paid within three months of the date of the award for:

- accidental bodily injury or sickness
- accidental loss of or damage to material property provided that:
 - Section H of this policy would have operated had the award been made against *you*; and
 - the award was made by a court in the *United Kingdom*; and
 - judgement is not subject to a pending appeal.

Exclusions

(See also General Exclusions)

Liability

- a) arising from the ownership, possession or use of:
- any motorised vehicles other than:
 - motorcycles less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the *home*
 - vehicles designed to assist disabled persons, which are not registered for road use
 - golf carts or buggies
 - any aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays
 - any craft or board designed to be used on or in water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated.

Section H

Occupier's, personal and employer's liability cover - continued

- b) arising from
- the occupation of land or buildings (other than the *home* or its grounds)
 - the ownership of land, buildings or immobile property
 - any wilful or malicious act
 - the transmission of any communicable disease by *you*
 - any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
 - any agreement entered into by *you* unless that liability would have applied even if the agreement did not exist
 - *your* trade, business or profession.
- c) in respect of loss of or damage to property belonging to *you* or in *your* custody or control
- d) for bodily injury to or illness contracted by *you*.

In respect of liability for bodily injury to or illness contracted by any domestic employee when the injury or illness arises out of or in the course of his/her employment by *you* the above exclusions do not apply. However, *we* will not be liable in respect of bodily injury or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union.

Section I

Tenant's liability

We will pay up to 15% of the sum insured where *you* are legally responsible as tenant for:

- loss or damage to the *home* and landlord's fixtures and fittings
- accidental breakage of glass and sanitaryware which forms part of the *home*
- accidental damage to cables and underground pipes providing services to or from the *buildings*, septic tanks, cess pits and drain inspection covers.

Exclusions

(See also General Exclusions)

Loss or damage excluded under Section A.

Loss or damage while the private dwelling has been left *unfurnished*.

Important Note

(If *you* are the owner but not the occupier of the *home* insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If *you* are the owner but not the occupier of the *building* please remember that "Occupier's, personal and employer's liability" does not cover *your* legal liability as the owner of the *home* and its land. To protect yourself, *you* will need to arrange buildings insurance which provides "Your liability to the public" cover.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information web site (opsi.gov.uk) or contact the Citizens Advice Bureau.

Section J

Title deeds

We will pay up to £5,000 to prepare new title deeds to the *home*, manuscripts and securities if they are lost or damaged.

Section K

Credit cards

We will pay for the amount for which *you* are legally responsible, up to £30,000, as a result of fraudulent use of a bank, building society or store card by any unauthorised person.

Exclusions

(See also General Exclusions)

Losses not reported to the card-issuing company within 24 hours of discovery.

Section L

Residential care cover

Loss or damage covered by Section A to *contents* belonging to a parent or grandparent of the *insured* while in a nursing home, old people's home or residential care home in which the parent or grandparent is resident. The most we will pay under this section is £5,000.

Exclusions

(See also General Exclusions)

Loss or damage to *personal money*.

Section M

Student cover

Loss or damage covered by Section A to *contents* belonging to a permanent member of *your* household in full-time education while they are living and studying away from the *home*. The most we will pay under this section is £5,000.

Section N

Golf hole in one cover

We will pay £250 in the event of a hole in one achieved by *you* in an official golf competition.

The scorecards and certificate from *your* club or match secretary must be submitted to *us* in the event of a claim. The most we will pay is £500 in any 12 month period.

Section O

Data replacement

We will pay up to £10,000 for costs incurred in retrieving or reconstructing *your* personal or business data from *your* computers as a result of loss or damage covered under Section A.

Sum insured condition

The sum insured must be sufficient to cover the full cost of replacing the *contents* as new.

Index linking

The sum insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index.

The amended sum insured and renewal premium will be shown on *your* renewal notice.

Claims settlement

We will settle *your* claim by:

- replacing the lost or damaged items; or
- paying the cost of repair for those items which can be economically repaired; or
- paying the cost of replacement.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim.

In the event of loss or damage the most we will pay for the following types of *contents* is:

- jewellery, watches and guns – £5,000 per item £10,000 in total
- motorcycles with an engine capacity of less than 51cc, quad bikes, golf carts and vehicles designed to assist disabled persons – £3,000 per item
- *Art, antiques and collectables* – £15,000 per item

- *personal money* £5,000
- *personal money* while contained in a locked safe in the *home* – £10,000
- *business property* – £15,000 (£2,500 in respect of stock)

Additionally, the following limits apply:

- *contents* belonging to visitors – £3,000 per visitor
- *outdoor items* – £25,000

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) we will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that we cannot repair the damaged item(s) or arrange for an equivalent replacement, we will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by *us*, that *you* will surrender the undamaged part(s) of the pair, set or suite to *us*.

Art, antiques and collectables

Cover

Loss of or damage to *Art, antiques and collectables* at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired *Art, antiques and collectables* anywhere in the world up to £50,000 in total, provided you request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay us any required additional premium. We reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions

(See also General Exclusions)

The *excess* shown in *your* schedule.

Malicious damage, theft or attempted theft caused by *you, your* paying guests or tenants.

Loss or damage at the *home* caused by theft, attempted theft or malicious persons after the *home* has been left *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the *home* after the *home* has been left *unoccupied* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Items in the custody of dealers, auction rooms, museums or galleries when insured in the name of such institutions.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most we will pay in respect of any one occurrence is £5,000.

Sum insured condition

The sum insured must represent the full acquisition cost of the item(s) or the current market value whichever is greater.

Index linking

Any sum insured shown in the schedule under the *Art, antiques and collectables* section will not be subject to index linking. It is important the sums shown in this section are reviewed periodically in order that they represent a true and accurate replacement value.

Claims settlement

We will settle *your* claim for specified items by paying:

- the sum insured if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the sum insured, if the item is partially damaged.

We will settle *your* claim for unspecified items by paying:

- the market value or the single article limit, whichever is lower, if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the single article limit but not exceeding the market value immediately prior to the loss, if the item is partially damaged.

Single article limit

£15,000 per item, unless the item(s) is specified in the schedule.

Art, antiques and collectables cover - continued

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) we will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that we cannot repair the damaged item(s) or arrange for an equivalent replacement, we will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by us, that you will surrender the undamaged part(s) of the pair, set or suite to us.

Death of an artist – increased sum insured

If since the start of the policy or since the last renewal date, whichever is the later, the value of a work of art specified under this section has to be increased due to the death of the artist within the same period of time, we will pay up to 200% of the sum insured for the item concerned in the event of a valid claim.

Defective title

If you are legally obliged to return an item of Art, antiques and collectables to its rightful owner because it is proved that you do not have good title to it, we will pay:

- for specified items, up to its sum insured in the schedule
- for unspecified items, the market value or the single article limit, whichever is lower.

The most we will pay in respect of any one claim or occurrence is 10% of the total sum insured for Art, antiques and collectables, up to a maximum of £25,000 during the *period of insurance*.

Subject to:

- the item being purchased by you and not having been inherited or given to you
- you having made all reasonable enquiries concerning the item's provenance prior to purchase and the item having been bought during the *period of insurance*
- the rightful legal owner's claim for the item's return occurring during the *period of insurance*
- you notifying us of the claim during the *period of insurance*.

Personal belongings

Cover

Loss of or damage to items of personal belongings at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired items of personal belongings up to £15,000 in total, provided *you* request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay *us* any required additional premium. *We* reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions

(See also General Exclusions)

The *excess* shown in *your* schedule.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most *we* will pay in respect of any one occurrence is £5,000.

Sum insured condition

The sum(s) insured must be sufficient to cover the full cost of replacing the item(s) as new.

Index linking

The sum(s) insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index chosen by *us*. The amended sum(s) insured and renewal premium will be shown on *your* renewal notice.

Claims settlement

The most *we* will pay for loss or damage arising out of one occurrence is the amount stated against each item in the schedule.

1. Specified items £5,000 and over

At *your* option *we* will settle *your* claim by:

- paying up to the sum insured if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss (if *we* pay the full sum insured for an item, *you* will surrender the undamaged part of the item to *us*); or
- replacing the lost or damaged item

provided that an up to date *United Kingdom* valuation, dated no more than five years prior to the date of the loss or damage, is held by *us* or produced by *you* in the event of a claim.

If there is no up to date *United Kingdom* valuation, settlement will be made as per item 2.

Personal belongings cover - continued

2. Unspecified items and/or items valued under £5,000 and/or items without *United Kingdom* valuations

We will settle *your* claim by:

- paying the cost of replacement if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss; or
- replacing the lost or damaged item.

In the event that *we* cannot repair the damaged item(s) or arrange for an equivalent replacement, *we* will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by *us*, that *you* will surrender the undamaged part(s) of the pair, set or suite to *us*.

Single article limit

£5,000 per item, unless the item(s) is specified in the schedule.

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour *we* will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

Home emergency service

Definitions

Where the following words are shown in *italics*, they shall have the meanings given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definitions in this section will apply to this section only.

Engineer

A qualified person approved and instructed by Distinct to undertake the work.

Emergency

An unforeseen situation which, if not dealt with quickly, would:

- damage or cause further damage to the *home*;
or
- cause undue risk to *your* health or safety; or
- render the *home* unsafe or insecure.

Emergency Service

The provision of the service in the event of an *emergency* under the terms of this section of cover.

Service

All efforts made by the *engineer* to rectify, limit or prevent damage in respect of the cover provided by this section.

Primary heating system

The principal heating system in the *home* including a *domestic boiler* serving pipework having a bore not greater than 54mm.

Domestic boiler

Domestic central heating boiler or warm air unit not exceeding 250,000 BTU or 73.3 kw.

Cover

We will provide an *emergency service* to you by arranging for the call out and up to four hours of labour charges of an *engineer* plus parts or materials up to £500 where:

- the *primary heating system* has failed or broken down completely; or
- any one or more of the following has occurred in the *home*:
 - the plumbing or drainage system has either failed or been damaged and internal flooding or water damage is or will be, in *our* reasonable opinion, a consequence of that failure or damage
 - the electricity supply system has failed or broken down
 - the only permanently installed cooking system has failed or broken down completely
 - the external locks, doors or windows have either failed or been damaged and that failure or damage renders the *home* insecure
 - the only available key to the *home* has been lost and *you* are unable to replace it or gain normal access
 - the roofing has either failed or been damaged and internal water damage is or will be in *our* reasonable opinion a consequence of that failure or damage.

If failure of the primary heating system or electricity supply system cannot be rectified within 12 hours of the *engineer's* visit to the *home* we will, in addition, pay up to £100 towards the hire of either alternative heating equipment or an electricity generator.

Home emergency service - continued

Exclusions

(See also General Exclusions)

Any system, equipment or facility which has not been installed, maintained or repaired in accordance with the manufacturer's instructions or recommendations or has been incorrectly used or modified.

Defective design.

Repairs or renovation to the interior or exterior paintwork or any enamelled or self cleaning parts of any equipment.

Replacement of or adjustment to light bulbs, light bulb covers, lids, door liners, handles, plastic or metal trim, badges, belts, shelving and containers and any decorative or cosmetic part of any equipment.

Any form of solar heating system and any central heating boiler or source other than a *domestic boiler*.

Central heating fuel tanks, septic tanks and cess pits.

Any wilful act or omission by *you*.

Claims arising after the *home* is left *unoccupied* for more than 31 consecutive days.

Claims arising from the disconnection or interruption of public services to the *home* or the failure or breakdown of the main electricity, water or gas supply system or gas leaks.

Any failure of parts or equipment covered by the manufacturer's or contractor's guarantee or warranty.

Claims arising from circumstances known to *you* prior to the commencement of this insurance.

The repair of any domestic appliance other than a permanently installed cooking system.

Terms and conditions

1. *We* will only arrange to provide an emergency service in respect of *your* main residence.
2. All requests for help must be made by telephoning the helpline on **0800 051 1750** (for claims abroad call **0044 1603 208 901**).
3. At *our* discretion *we* may supply and fit adequate replacement parts or components which are not the same as the original parts. If, at *your* request, *we* supply and fit replacement parts or components which are of a superior specification to the original part *we* reserve the right to require *you* to reimburse *us* any additional costs incurred in the provision of such part or replacement. The emergency service and this insurance do not cover replacement of any appliances or equipment in the event of spare parts or components not being readily available. *We* will not be responsible for any loss, damage or inconvenience resulting from delay in the provision of spare parts or components by their manufacturers or suppliers.
4. *You* must use reasonable care and maintain the *home* and its equipment in good order.
5. *You* will be liable for the cost of attendance of an *engineer* at the *home* if, having requested the *emergency service*, *you* are not at the *home* at the agreed time the *engineer* arrives or if failure of the primary heating system is due to *your* not turning it on or lighting it up or to the need for adjustment to time or temperature controls.
6. *Your* needs may exceed the cover provided by the *emergency service*. In such cases *you* will be offered the required service but *you* will be required to pay any costs exceeding the cover given by this section, and any charges for which *you* are responsible should either be made to the *engineer* at the time the *emergency service* is provided or, where *we* make payment on *your* behalf, be reimbursed to *us* within 14 days of our invoice.

Personal identity protection

Definitions

Where the following words are shown in *italics*, they shall have the meanings given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definitions in this section will apply to this section only.

Homecare

Homecare Insurance Limited (registered in England number 2793290), the underwriters of this policy section.

We/us/our/Homecare

Homecare Insurance Limited (registered in England number 2793290) whose registered office is at Holgate Park, York YO26 4GA.

Business

Your occupation, profession, trade or other means of employment.

CIFAS

A not-for-profit Membership Organisation dedicated solely to the prevention of financial crime in the *United Kingdom*.

Claim

Any claim that *you* make under this policy section.

Communication costs

The cost of a phone call, fax or postage (including registered post).

Cover

The benefits available to *you* under this policy section.

Excess

The first amount of each claim that *you* have to pay.

Experian

Experian Limited (registered in England number 653331), a leading credit reference agency in the *United Kingdom*.

Identity theft

The theft or unauthorised use of *your* personal identification or identity, which has, or could reasonably result in the unlawful use of *your* identity and has arisen from a number of reasonably associated acts.

Main policyholder

The first named policyholder on the *Distinct* policy schedule.

Named partner

A single person named on *your* policy schedule who is entitled to the same benefits under this policy section as the *main policyholder*.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Year

12 months in a row.

You/your

The *main policyholder* (who is the *Distinct* policyholder) and, where applicable, the *named partner* and *additional adults*.

Additional adults

Any person aged 18 or over who resides at the same address as the *main policyholder*.

Personal identity protection cover - continued

Data protection notice

Your personal details

We will use the information you provide to:

- manage *your* Personal identity protection under this policy section; and
- process any claim *you* make in connection with identity theft.

If *you* report the loss or theft of important documents, such as but not limited to *your* passport or driving licence, we will, with *your* consent, register *your* personal details with CIFAS for the purposes of fraud prevention in the *United Kingdom*. This information will be made available to the members of CIFAS and participating fraud prevention agencies, who may use and search these records to:

- help make decisions about credit and credit related services for *you* and members of *your* household
- help make decisions on motor, household, credit, life and other insurance proposals and insurance *claims* for *you* and members of *your* household
- trace debtors, recover debt, prevent fraud and to manage *your* accounts or insurance policies; or
- check *your* identity to prevent money laundering, unless *you* provide satisfactory proof of identification.

If *you* request a copy of *your* credit report, *your* personal details will be passed to *Experian* so they can provide *you* with a copy of said report. *Experian* will verify *your* identity by checking the details *you* provide against details held on databases to which they have access. *Experian* will keep a record of this check, which may be used by other organisations for verification and fraud prevention services. If *you* have requested a copy of *your* credit report, we may ask *Experian* to provide *us* with *your* updated personal and contact information to ensure that *our* records remain accurate.

We may ask Aviva to tell us about changes in *your* address and other personal details so that we can update *your* Personal identity protection records under this policy section records. This may include, but is not limited to, asking for information about changes to any of *your* personal contact details (e.g. phone or fax numbers or e-mail addresses).

By taking out this Personal identity protection policy section *you* consent that, for the better performance of this contract, we may transfer *your* data outside the European Economic Area.

You have a right to see all the information we hold about *you*. If *you* want to see this information, please write to:

The Compliance Manager
Distinct Personal Identity Protection
Holgate Park
York
YO26 4GA

Please note that there will be a separate administration charge of £10 for this service.

Personal identity protection cover - continued

Who is covered

Cover is only available to residents of the *United Kingdom* who are over the age of 18 years. Cover is available to:

- the *main policyholder* of the Distinct Home insurance *policy*; and
- one *named partner* shown on *your* policy schedule; and
- additional adults who reside in the same household.

Policies are non-transferable.

Complaints

If at any time *you* want to tell us about a problem with this section of the *policy*, please call us on **0800 051 1719**. Or *you* can write to the Complaints Manager at:

Distinct Personal Identity Protection
Holgate Park
York
YO26 4GA

We will do *our* best to answer *your* query within five working days. If we cannot reply to *your* complaint by then, we will send *you* an acknowledgement letter to keep *you* informed of progress.

If you are not happy with our reply, you can take the matter to:

The Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Please note that the Ombudsman will not be able to help unless *you* have first taken *your* complaint up with *us*.

Claims

If *you* need to make a *claim* please call *us* on **0800 051 1719**. Please also remember that *claims* for legal expenses must have received *our* prior approval before being incurred.

If *you* do make a *claim*, *you* may be required to provide the following documents to support it:

- requests or demands from the providers of finance or credit for the repayment of debt
- copies of receipts proving any expenses *you* may have incurred (for example, mail receipts or phone bills)
- invoices for any loan rejection or reapplication fees and associated application forms and rejection letters
- statutory declarations and letters from *your* solicitor
- invoices for any legal expenses being claimed
- proof that *you* took, and that it was necessary for *you* to take, unpaid leave; and/or
- proof of earnings (for example, wage slips for the previous 3 months or an accountant's declaration)
- *additional adults* must also provide proof of residence at the *main policyholder's* address when making a *claim* by sending *Homecare* a bank or credit card statement dated within the previous three months.

Failure to provide the requested supporting documentation may prevent or delay *your claim* from being processed.

If *you* are unhappy with a decision we have made regarding a *claim* *you* may be entitled to appeal. If *you* would like to appeal a claims decision, please write to:

The Appeals Team
Distinct Personal Identity Protection
Holgate Park
York
YO26 4GA

Personal identity protection cover - continued

Who regulates us

Homecare is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's register by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Recording calls

We record all telephone calls to us. We do this to:

- provide a record of the instructions we have received from you
- allow us to monitor quality standards
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and *policy* documents will be in English unless otherwise agreed.

We are committed to meeting the needs of all our *policyholders*, including those with special needs. Our letters and other *policy* documents are all available in Braille, large text or on audio tape. You can also contact us through Typetalk if you need. If you would like to use any of these services, please contact us on **0800 051 1719**. We will be happy to help.

Your policy section

Please read these terms and conditions carefully.

This policy section sets out the *cover* that we will provide during the *period of insurance*.

It also sets out all the conditions, limits of liability and exclusions that apply to your *cover*.

Your Personal identity protection cover is provided by Homecare Insurance Limited.

A: Cover and benefits

A1: *Identity theft* expenses

In the event of an *identity theft*, we will pay a total of up to £50,000 insurance during the *period of insurance* for the following expenses:

- a) We will pay the *communication costs* you have to pay when you report an *identity theft* to, or when you engage in communication regarding an *identity theft* with, the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal counsel.
- b) We will pay any reasonable costs, including, but not limited to, *communication costs* that you have to pay for the signing of Statutory Declarations or similar documents following your *identity theft*.
- c) We will pay any loan rejection fees and any reapplication administration fees for a loan when your original application is rejected on the basis that the lender received incorrect credit information following an *identity theft*.
- d) We will cover your loss of earnings for any unpaid leave you have had to take to defend or resolve an *identity theft*.
- e) We will pay reasonable legal costs you have to pay to defend any case brought against you by debt collection agencies or similar.

Personal identity protection cover - continued

f) We will pay reasonable legal costs *you* have to pay for the removal or deletion of any criminal or civil judgements incorrectly registered against *you* or to challenge any information in a credit report.

- We will not pay more than £50,000 insurance for all *claims* during the *period of insurance* under this policy section.
- We must be informed of, and we must agree to beforehand, any legal costs that we might be liable to pay under this policy section.
- Loss of earnings cover will not exceed the maximum daily allowance of £150 and will cover no more than £10,000 during the *period of insurance*.
- An excess of £50 will be applied to each *claim* you make under this section.
- *You* must provide the documentary evidence that we ask for to support *your claim*. If this documentation is not available at the time of *your claim* we must be satisfied that such costs were incurred before we pay any benefit.

A2: Passport and Driving Licence cover

If *your* passport or driving licence is lost or stolen during the *period of insurance* we will reimburse *you* for any charges *you* have to pay for the issue of replacements, including the issue of emergency replacements whilst *you* are abroad.

- We will not pay more than £200 for all claims under this section during the *period of insurance*.
- *You* must have registered *your* passport and/or driving licence with *us* prior to the loss or theft occurring.
- *You* must provide original documentary evidence to support *your claim* (for example, receipts from the issuing office or from a Consulate).

Personal identity protection cover - continued

A3: Credit reports

If *you* request a copy of *your* credit report it will be sent to *you* in printed form or online (dependent on *your* preference) from *Experian*.

- Credit reports are only available for the *main policyholder* and the *named partner* shown on *your* policy schedule and not for the *additional adults*.
- Printed credit reports will be limited to a maximum of four per *year*.
- By ordering a copy of *your* credit report *you* will receive the information that could be taken into consideration by a lender using *Experian* as a credit reference agency. This will include public information and financial details.
- The credit report *you* shall receive having made a request under this section of *your* policy is the statutory credit report produced by *Experian* under Section 7 of the Data Protection Act, 1998.
- A record of each of *your* requests will be retained by *Experian* and will be included on any future reports that are provided at *your* request. *Your* requests will only be visible to *you* and not to any lenders.
- Due to the nature of the information provided, *you* acknowledge and agree that the value, accuracy, and/or relevance of the information may diminish after it is delivered. *You* agree that *you* may not reproduce, modify or in any way commercially exploit any information contained within *your* credit report including redistributing any such information or removing any copyright or trademark applied to any information or creating a database in electronic or structured manual form by systematically downloading and storing all or any such information.
- Access to credit reports for the *named partner* shown on *your* policy schedule cannot be changed at mid-term.

A4: Credit report monitoring

Alerts are only available for the *main policyholder* and a *named partner* shown on *your* policy schedule and not for the *additional adults*.

If *you* ask *us* to, we will provide a notification service that will alert *you* if *your* credit report is affected by any of the following:

1. Addition or deletion of credit account
2. A change in payment history of a credit account
3. Addition or deletion of County Court Judgements
4. A search made on *your* credit report
5. Addition or deletion of Notice of Correction
6. The settlement of an account; and
7. A significant balance change on a revolving credit account opened within the last six months.

Alerts will be sent by e-mail or in a printed form (dependent on *your* preference).

For the *main policyholder* and the *named partner* to obtain their credit reports or credit alerts the *main policyholder* and *named partner* must either register online or via the *Experian* application form. The online password and *Experian* application form will be sent to the *main policyholder* and *named partner* after Distinct policy inception.

For a *named partner* to obtain their credit reports or credit alerts the *Experian* application form enclosed must be completed and sent to the freepost address.

Personal identity protection cover - continued

A5: Confidential helpline

We will provide *you* with a confidential helpline to assist and advise *you* if *you* have concerns about being or becoming a victim of *identity theft*.

- Call **0800 051 1719** between the hours of 8.00am – 8.00pm, 7 days a week.

A6: Fraud resolution services

If *you* become a victim of *identity theft* we will assign *you* with an individual caseworker to provide advice and assistance in regaining *your* identity. *Your* caseworker will provide *you* with *your* personalised action plan.

A7: Protective registration

If *you* lose *your* passport or driving licence or any other forms of identification, or *you* think *your* identity is being misused, we will, at *your* request, register *your* personal details with CIFAS to reduce the risk of *your* identity being used unlawfully to obtain credit or funds in *your* name.

A8: Valuable document registration

Register *your* valuable document numbers by calling **0800 051 1719** and we will store them securely on *your* behalf. If *you* ever lose *your* valuable documents or need to refer to the document numbers, we will make these available to *you*.

B: General conditions and exclusions

B1: Conditions

Your cover under this policy section depends on *you* meeting the following conditions:

- a) *You* must meet all of *our* terms and conditions. This applies to the terms and conditions set out here and any others which we change or add to this policy section at renewal.
- b) *You* must provide full and accurate information in connection with *your cover*.
- c) *You* must file a police report and notify your banks or building societies, payment card companies and issuers of other accounts of the *identity theft* as soon as possible.
- d) *You* must do all *you* reasonably can to avoid making a claim and keep *your* claims as low as possible.
- e) *You* must take all reasonable action to prevent continued unauthorised use of *your* identity.
- f) In order to be eligible for *cover* for lost or stolen passports and driving licences, *you* must have registered the document numbers with us prior to the loss or theft occurring.

Personal identity protection cover - continued

B2: Exclusions and limitations

1. This policy section does not cover *your* liability if:
 - a) the *identity theft* is committed by someone who lives at *your home* address; or
 - b) the identity stolen is a commercial identity or *your* losses arise out of *your business* activity; or
 - c) the legal costs you are claiming have not been agreed by *us* before they are incurred by *you*; or
 - d) the losses *you* are claiming were not incurred during the *period of insurance*. However, *we* will provide *you* with the benefits detailed under Sections A3 to A6 of these terms and conditions in such instances.
2. If *your* identity is used abroad unlawfully, or the *identity theft* occurs while *you* are abroad, the amount of advice we provide may be limited.
3. No liability will be accepted for any loss or cost incurred by *you* as a result of any action you take on the advice we may have provided.
4. An excess of £50 will apply to each *claim* that *you* make under Section A1 of these terms and conditions.
5. Whilst *we* have not set a limit for the number of online credit reports that *we* will provide *you* with, *we* reserve the right to refuse any such request at any time during the *period of insurance*.

B3: Cancelling this policy section

1. *We* will cancel *your* policy section if *you* have at any time:
 - a) given *us* false or incomplete information
 - b) agreed to help anyone try to take money from *us* dishonestly; or

c) failed to meet the terms and conditions of this policy section or to act openly and honestly towards *us*.

2. *We* can cancel *your* policy section by giving *you* at least 14 days' written notice at *your* last known address.
3. Cancellation of this policy section falls under the overall Distinct terms and conditions. Following the expiry of *your* statutory cooling off period, *you* will not be entitled to a refund after cancellation of this policy section.

B4: Other insurance

If there is any other insurance which covers any of the benefits set out in this policy section, *you* must tell *us* about this when *you* make a *claim*. *We* will not pay more than *our* share of any *claim* covered by other insurance.

B5: Dishonest claims

If *you* make a *claim* which is in any way dishonest, *we* will refuse to pay any benefit. If *we* pay benefit and then later discover that *your claim* was dishonest, *we* will take steps to get the money back.

B6: Setting aside terms and conditions

If *we* choose to set aside a term or condition of this policy section, this will not prevent *us* from relying on that term or condition in the future.

B7: Governing law

The governing law of England and Wales applies except for individuals who are residents of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

Caravan

Cover

Section A

The caravan

Loss or damage anywhere in the world to the *caravan* and ancillary equipment comprising awnings and general camping equipment.

Exclusions

(See also General Exclusions)

The *excess* shown in *your* schedule.

Theft or attempted theft of the *caravan* when unattended and not attached to the towing vehicle unless secured by a wheelclamp or hitchlock.

Theft of fixtures, fittings, furnishings and utensils from the *caravan* while unattended unless the *caravan* is securely locked and force and violence are used to gain entry.

Loss of use.

Loss or damage by frost.

Damage to tyres by the application of brakes or by punctures, cuts or bursts.

Loss of or damage to self-propelled *caravans*, personal effects or luggage.

Business or professional use or letting out on hire.

Section B

Liability to third parties

Your legal liability to pay both damages and costs and expenses in respect of:

- accidental bodily injury or sickness
- accidental loss of or damage to material property occurring during the *period of insurance* in the *United Kingdom* or Republic of Ireland and in the remainder of the world in respect of temporary visits.

We will treat as though the *insured* any person who is in charge of the *caravan* on *your* order or with *your* permission provided that such person:

- is not entitled to indemnity under any other policy
- shall, as though the *insured*, be subject to the terms, exclusions and limitations of this policy in so far as they can apply.

The maximum *we* will pay for damages in respect of any one claim or claims arising from one occurrence is £2,000,000.

We will also pay all costs and expenses incurred with *our* written consent.

Caravan cover - continued

Exclusions

(See also General Exclusions)

Liability arising from:

- a) the ownership, possession or use of any motorised vehicle
- b) any agreement entered into by *you* except to the extent that liability would have applied even if the agreement did not exist
- c) bodily injury or sickness contracted by any person under a contract of service or apprenticeship with *you*, when the injury or sickness arises out of or in the course of his/her employment by *you*.

Liability in respect of loss of or damage to property belonging to *you* or in *your* custody or control. Actions brought against *you* in courts other than in the *United Kingdom* or Republic of Ireland.

Sum insured condition

For *caravans* 24 months old or less the sum insured must be sufficient to cover the cost of replacing the property as new, however, in respect of *caravans* over 24 months old, an appropriate allowance should be made for wear, tear and depreciation.

Claims settlement

We will settle *your* claim by replacement, reinstatement, repair or payment.

In settling claims for loss or damage under Section A the basis of settlement will be:

- a) in the event of partial loss or damage resulting from any one occurrence – the reasonable cost of repair or reinstatement not exceeding the sum insured stated in the schedule
- b) in the event of total loss *our* liability shall not exceed the sum insured stated in the schedule.

A deduction for wear, tear and depreciation will be made other than in respect of the *caravan* when a total loss occurs within 24 months of its purchase from new.

We will in addition pay:

- a) the reasonable cost of protection of the *caravan* and removal to the nearest repairers if it is disabled by reason of loss or damage insured under Section A
- b) the reasonable cost of delivery to *your* address as stated in the schedule after repair of such loss or damage.

Small craft

Definitions

Where the following words are shown in *italics*, they shall have the meanings given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definitions in this section will apply to this section only.

You/your

In this section *you* and *your* shall mean the *insured* named in the schedule and any other competent person navigating or in charge of the *craft* with the permission of the *insured*.

Craft

Any sailing boat, catamaran, powered boat, dinghy, jet ski, sailboard, surfboard, rowing boat or canoe as described in the schedule.

Geographical limits

The countries and cruising range covered by this section:

The *United Kingdom* and Republic of Ireland and their waters up to a distance of 12 miles offshore.

Cover

Cover applies for claims occurring during the *period of insurance* within the *geographical limits*.

Section A

Accidental loss of or damage to the *craft* described in the schedule including inboard engine (if any), normal gear and equipment, plus the following items if declared:

- outboard motor
- trailer/trolley.

Insurance against theft is restricted to:

- a) theft of the entire *craft* including outboard motor if fixed
- b) theft of gear or equipment following forcible and violent entry into the *craft* or locked store
- c) theft of any outboard motor
 - i) fixed securely to the *craft* and fitted with an approved anti-theft device
 - ii) if such theft follows forcible and violent entry into the *craft* or locked store
- d) theft of trailer/trolley.

Small craft cover - continued

Exclusions

(See also General Exclusions)

£50 excess (except for total loss) increasing to £150 in respect of motor powered *craft* and outboard motors.

One third of the cost of replacement or repair of sails, masts, spars, standing and running rigging while any non powered *craft* is racing, unless the loss or damage is caused by the:

- *craft* being stranded, sunk, on fire, burnt, in collision or in contact with any external substance (ice included) other than water
- bruising, scratching and denting while the *craft* is in transit or in course of loading or unloading in connection with such transit.

Loss or damage occurring while in transit by air.

Damage to trailer tyres by the application of brakes or by punctures, cuts or bursts.

Loss of or damage to inboard motor and electrical machinery and batteries and their connections (excepting only the propeller and shaft) unless caused by fire or by the *craft* being stranded, sunk or in collision or by theft as described in Section A.

Loss of or damage to outboard motors caused by dropping off or falling overboard, unless the motor is fitted to the *craft* with an approved safety device.

Loss of or damage to the *craft* caused by deliberately running ashore.

Loss, damage or liability arising while any motor powered *craft* is taking part in any official race or speed test.

The cost of repairing or replacing any defective part condemned solely because of a latent defect or error in design or construction.

Loss of or damage to oars or paddles while in use.

Loss or damage occurring while any canoe is being used in slalom events or in white water.

Damage to jet skis and turbojet speedboats caused by substances drawn into the machinery.

Section B

Liability to third parties

- a) *your* legal liability, by reason of *your* interest in the *craft*, to pay both damages and costs and expenses in respect of:
 - accidental bodily injury or sickness
 - accidental loss of or damage to material property.
- b) liability to pay the cost of raising the *craft* or removing the wreck of the *craft* under the regulations of any port, harbour or like authority, as a direct result of any loss or damage covered by Section A

occurring during the *period of insurance* within the *geographical limits*.

The maximum we will pay for damages in respect of any one claim or claims arising from one occurrence is £1,000,000.

We will also pay all costs and expenses incurred with *our* written consent.

Exclusions

Liability

- a) incurred by any person who operates or is employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation
- b) arising while the *craft* is being towed by or is attached to a motor vehicle
- c) in respect of loss of or damage to property belonging to *you* or in *your* custody or control
- d) to or incurred by any person engaged in water-skiing, aquaplaning, ski-kiting, paragliding, parachute skiing or similar activities while being towed by the *craft* or preparing to be towed or after being towed, until safely on board the *craft*
- e) for bodily injury to or sickness contracted by *you* or by any employee when such bodily injury or sickness arises out of or in the course of his/her employment by *you*.

Small craft cover - continued

Section C

Medical expenses

We will pay up to £200 towards any doctor's or surgeon's fees for attending *you* following accidental bodily injury sustained as a direct result of the *craft* sinking or being in collision with any external object (ice included) other than water.

Conditions

1. a) at all times during the *period of insurance* the *craft* must be:
 - i) seaworthy or otherwise fit for the purpose and use intended and due diligence must be exercised in the maintenance and use of the *craft*
 - ii) designed to produce a maximum speed not exceeding 50 miles per hour (43 knots)
 - iii) used solely for private pleasure purposes and not let out for hire or reward
 - iv) not left, moored or anchored unattended off any exposed beach or shore.
 - b) all bottled gas equipment must comply fully with the appropriate British Standards codes
 - c) trailer(s), if covered, must be secured with an anti-theft device when left unattended.
2. Additional conditions and exclusions applying only to *craft* with a designed speed exceeding 20 miles per hour (17 knots):
 - a) when the *craft* is under way *you* must be on board and in control of the *craft*
 - b) no claim will be payable in respect of:
 - i) loss of or damage to the rudder, propeller, strut, shaft or motor and its connections, unless caused by the *craft* being stranded, sunk, on fire or in collision with another vessel, pier or jetty or by theft as defined in Section A
 - ii) loss, damage or liability arising while the *craft* is taking part in any official race or speed test
 - c) if the *craft* is fitted with an inboard engine no loss, damage or liability will attach to this policy in respect of any claim caused by or arising through fire and/or explosion unless the *craft* is equipped in the engine room or engine space, tank space and galley with a fire extinguishing system automatically operated or having controls properly installed and maintained in efficient working order at the steering position.

Small craft cover - continued

3. Additional conditions and exclusions applying only to jet skis:
 - a) if the jet ski is being used to tow water skiers a 'lookout' must be carried at all times
 - b) cover in respect of theft applies only while the jet ski is kept in a locked store or is secured to an immovable object by an approved anti-theft device whenever not in use
 - c) the jet ski must be fitted with a 'kill-cord' to cut off power and this must be used in accordance with the manufacturer's instructions.
4. Additional condition applying only to inflatables, canoes, sailboards and surfboards:
 - a) the inflatable, canoe, sailboard or surfboard must be removed from the water and stored ashore when not in use.

Claims settlement

We will settle *your* claim by replacement, reinstatement, repair or payment.

In settling claims for loss or damage under Section A the basis of settlement will be:

- a) in the event of partial loss or damage resulting from any one occurrence – the reasonable cost of repair or reinstatement not exceeding the sum insured stated in the schedule; or
- b) in the event of total loss *our* liability shall not exceed the sum insured stated in the schedule. A deduction for wear, tear and depreciation will be made
- c) all expenses reasonably and properly incurred by *you* in the defence, safeguarding and recovery of the *craft* provided such expenses are incurred to minimise a covered loss
- d) all sums which *you* become legally liable to pay in respect of salvage of the *craft*.

The sum insured will not be reduced by the amount of any claim payment except in so far as the claim relates to the total loss of any item(s) specified in the schedule.

Personal lawyer cover

Personal lawyer cover is underwritten by Aviva Insurance UK Limited. Claims handling is undertaken by Arc Legal Assistance Limited or such other company as we notify *you* of from time to time.

Making a claim

We will give *you* confidential advice over the telephone on any personal legal matter under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell you what *your* legal rights are, what course of action is available to *you* and whether these can be best implemented by *you* or whether *you* need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a claim **call us on 0800 051 1718**.

As soon as *you* are aware of an *event*, *you* should get legal advice from the helpline without delay. Please have *your* policy number to hand as this will be requested when *you* call.

Definitions

Wherever the following words or expressions appear in *italics*, they have the meaning given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definition in this section will apply to this section only.

Appointed representative

A suitably qualified person appointed by *us* to act on *your* behalf.

Consumer

A natural person acting for purposes which are outside his/her trade, business or profession.

Costs and expenses

- a) All reasonable and necessary legal costs or accounting fees charged by the *appointed representative* and agreed by *us*
- b) Legal costs which *you* have been ordered to pay by a court or other body which we have agreed to or authorised.

Event

The incident or the first in a series of incidents (as described in the **Insured events** section) which in *our* reasonable opinion, could lead to a claim being made under this section of the policy.

In claims relating to *medical treatment*, *event* means the date when *you* or *your* personal representative first knew or should have known of an injury or death caused by the *medical treatment*.

In claims relating to loss of employment, *event* means the date the law says *your* contract of employment comes to an end.

Personal lawyer cover - continued

Only one *event* shall be deemed to have arisen from all causes of action, incidents, or events that are related by cause or time.

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 1718 for assistance.

Full enquiry

An extensive examination by H M Revenue and Customs which considers all aspects of *your* tax affairs.

Home

The policyholder's permanent private residence as shown in the schedule, within the *territorial limits*.

Legal proceedings

- a) For the pursuit or defence of a claim for damages
- b) Specific performance
- c) Injunction

dealt with by:

- negotiation
- a civil court
- a tribunal
- arbitration
- any other body

which we have agreed to or authorised.

Medical treatment

The consultation and/or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for *your* clinical care.

Prospects of success

In respect of all claims it is always more likely than not that *you* will:

- a) recover damages or obtain any other legal remedy which *we* have agreed to
- b) make a successful defence
- c) make a successful appeal or defence of an appeal.
- d) recover damages which are higher than any *costs and expenses* which may be incurred.

Prospects of success will be assessed by *us* or an *appointed representative* on *our* behalf.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey (West of the Bosphorus).

Cover

We will insure *you* for any *costs and expenses* incurred in respect of *legal proceedings* arising from a circumstance as described in the **Insured events** section provided that:

- a) the *event* occurs within the *territorial limits* and *period of insurance*
- b) any *legal proceedings* will be conducted within the *territorial limits* and *period of insurance*
- c) *prospects of success* exist for the duration of the claim
- d) in respect of any appeal or defence of an appeal, it has been reported to *us* at least 10 working days prior to the deadline for any appeal

Personal lawyer cover - continued

- e) the maximum amount *we* will pay for *costs and expenses* in respect of any or all claims arising from one cause is the amount shown in *your* schedule
- f) *you* report an *event* to *us* as soon as possible, and in all cases within 180 days of any circumstances which may give rise to any claim under this section.
- b) A breach of *your* legal rights under section 13 of the Data Protection Act 1998.

We will not cover any claim:

- where the amount in dispute is less than £125
- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made.
- in relation to extending, altering or renovating buildings or parts of them

Insured events

1. Personal injury

- a) An event which causes death or bodily injury to *you*
- b) Physical damage to *your* personal belongings due to an event which caused death or bodily injury to *you*.
- c) Medical treatment which causes death or bodily injury to *you*.

We will not cover any claim relating to:

- a motor vehicle whilst *you* are driving
- any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident

2. Consumer disputes

- a) A dispute regarding an agreement for the
 - sale
 - purchase
 - hire of

of any goods or services entered into by *you* in *your* capacity as a *consumer*.

3. Property disputes

- a) An incident that results in a dispute relating to:
 - the interference of *your* use, enjoyment or right over *your home*
 - physical damage to *your home*.

We will not cover any claim:

- in relation to extending, altering or renovating buildings or parts of them
- relating to subsidence, heave, landslip, mining or quarrying
- relating to planning law including town and country planning legislation
- in respect of the defence of a claim relating to damage to *your home*, other than defending a counter-claim.

- b) An incident that results in a dispute regarding an agreement for the sale or purchase of *your* main private residence

Data Protection Act 1998

The Data Protection Act 1998 provides for the regulation of the use of information relating to living individuals. Section 13 relates to the right of an individual who has suffered damage as a result of a contravention of his or her rights under the Data Protection Act to claim compensation. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk), the website of the Information Commissioner (ico.gov.uk) or contact the Citizens Advice Bureau.

Personal lawyer cover - continued

We will not cover any claim:

- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made.
- c) An incident that results in a dispute with *your* landlord regarding a tenancy agreement that *you* have entered into to rent *your home*.

We will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement
- in respect of the defence of a claim other than defending a counter-claim.
- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made

Under (a), (b) and (c) we will not cover any claim relating to any *home* which is not *your* main private residence.

4. Employment disputes

An incident that results in a dispute with *your* employer regarding *your* contract of employment or a breach of *your* legal rights under employment laws.

We will not cover:

- any claim relating solely to personal injury.
- any disciplinary, investigatory or grievance procedure connected with *your* contract of employment or the costs associated with any compromise agreement.

- disputes with *your* employer which started prior to, or within the first 90 days of inception of this cover, unless *you* had similar cover which expired immediately before this cover began.

In the case of a dispute with your employer we strongly urge that you seek advice from the legal helpline at the outset to understand your rights and what you should do to try to resolve the dispute.

5. Tax disputes

A *full enquiry* carried out by H M Revenue and Customs following the submission of *your* personal self-assessment tax return. We will negotiate with H M Revenue and Customs on *your* behalf and represent *you* in any appeal proceedings in the event that agreement is not reached by negotiation.

We will not cover any claim:

- if *you* are self-employed or in a business partnership
- in respect of any claim arising from an investigation by H M Revenue and Customs Special Compliance Office
- for enquiries which are limited to one or more specific aspects of *your* personal self assessment tax return.

6. Motor prosecution

Defend a motoring prosecution as long as the offence occurred within the *period of insurance*

We will not cover any claim:

- where *you* were driving a motor vehicle without a valid licence and/or insurance

Personal lawyer cover - continued

- involving parking or obstruction offences.
- where *you* are being prosecuted for driving whilst under the influence of drink or drugs.

7. Jury service

We will pay *your* salary or wages for the time that *you* are off work while attending for each half or whole day of such attendance, as far as they are not recoverable from the court or *your* employer. The amount we will pay is based on the following:

- a) the time *you* are off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is 8 hours
- b) if *you* work full time, the salary or wages for each whole day equals 1/250th of *your* yearly salary or wages
- c) if *you* work part-time, the salary or wages will be a proportion of *your* salary or wages.

We will not cover any claim if *you* are self employed.

Section exclusions

The cover under this section will not apply in the following circumstances.

Also refer to the General Exclusions shown at the back of this booklet.

- a) If *you* do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if *you* can claim under another policy
- b) *Costs and expenses* incurred prior to *our* written acceptance of a claim
- c) Any legal action *you* take which we have not agreed to or where *you* do anything to hinder *us* or the *appointed representative*

- d) Any fines, penalties, compensation or damages which *you* are ordered to pay by a court or other authority
- e) Any claim deliberately or intentionally caused by *you*
- f) Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters
- g) Any claim in respect of libel and slander
- h) A dispute with *us* (except for disputes covered under the **Employment disputes** section)
- i) a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to *you*
- j) a dispute between *you* and someone
 - related to *you* or who is insured under this policy
 - *you* live with or have lived with
- k) Any claim relating to work by or under the order of government, public or local authority
- l) Any claim related to leases, tenancies or a licence to occupy (except as provided for under **Property disputes** part (c))
- m) An application for judicial review
- n) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section
- o) disputes relating to new areas of law, test cases or class actions
- p) any claim we reasonably believe *you* knew, when *you* took out this insurance, was likely to happen.

Personal lawyer cover - continued

Section conditions

The following conditions apply to this section.

Also refer to the General Conditions shown at the back of this booklet.

1. Claims – your duty

You must report an *event* to *us* as soon as possible and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

2. Claims – legal representation

- a) On acceptance of a claim, if appropriate, *we* will appoint an *appointed representative*
- b) If it is necessary to start court proceedings or there is a conflict of interest, *you* are free to nominate an *appointed representative* by sending to *us* the name and address of the suitably qualified person

You must confirm either:

- ii) that *you* are willing to pay the difference between the cost of using *your* nominated *appointed representative* and the cost of using *our* choice of *appointed representative*.
 - c) If *we* do not agree to *your* choice of *appointed representative* under condition 2b above, *you* may choose another suitably qualified person
- d) If there is still a disagreement with regard to the *appointed representative*, *we* will ask the president of a relevant national law society to choose a suitably qualified person to represent *you*. *We* and *you* must accept such choice.
 - e) In all other circumstances *we* will be free to choose an *appointed representative*.
 - f) An *appointed representative* will be appointed by *us* and represent *you* according to *our* standard terms of appointment.

3. Claims – our rights and your obligations

- a) *We* will have direct access to the *appointed representative* who will, upon request, provide *us* with any information or opinion on *your* claim
- b) *You* must co-operate fully with *us* and the *appointed representative* and must keep *us* up-to-date with the progress of the claim
- c) At *our* request *you* must give the *appointed representative* any instructions that *we* require
- d) *You* must notify *us* immediately if anyone offers to settle a claim or makes a payment into court
- e) If *you* do not accept the recommendation of the *appointed representative* to accept a reasonable offer or payment into court to settle a claim, *we* may refuse to pay further *costs and expenses*
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without *our* prior approval.

The Contracts (Rights of Third Parties) Act 1999

This Act allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Personal lawyer cover - continued

4. Discontinuance of a claim

If *you*:

- a) settle a claim or withdraw a claim without *our* prior agreement
- b) do not give suitable instructions to the *appointed representative*
- c) dismiss an *appointed representative* without *our* prior consent, *our* consent not to be withheld without good reason.

The cover *we* provide will end immediately and *we* will be entitled to re-claim any *costs and expenses* *we* have incurred from *you*.

5. Recoveries

You must take every available step to recover *costs and expenses* that *we* have to pay and must pay *us* any *costs and expenses* that are recovered.

6. Disputes

If any difference arises between *us* and *you* in respect of the acceptance, refusal, control or handling of any claim under this section, *you* can take the steps outlined in *our* complaints procedure stated under 'Our service to you'.

7. Arbitration

You have the right to refer any difference that arises between *us* and *you* in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by *us* and *you*.

If there is a disagreement with regard to the choice of counsel, *we* will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

General exclusions

This policy does not cover

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

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

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

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

This paragraph 2 applies only in respect of the Buildings, Contents, Art, antiques and collectables, Personal belongings, Caravan and Small craft sections of this policy.

3.

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

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

4. Pollution or contamination

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

- a) sudden and unforeseen and identifiable accident
- b) leakage of oil from a domestic oil installation at the home.

5. Date recognition

Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to the insured or not) correctly to recognise or respond to any date.

6. Gradual loss or damage

Loss or damage caused by:

- wear, tear or depreciation
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- other gradual deterioration.

General exclusions - continued

7. Confiscation

Confiscation or detention by Customs or other officials.

8. Radioactive contamination

Loss of or damage to property or any legal liability caused directly or indirectly by:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or part of it.

9. Sonic bangs

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

10. Other loss

Any loss that is not the direct result of the insured incident itself.

11. Electrical or mechanical breakdown

Electrical or mechanical breakdown.

General conditions

These conditions apply to all sections of the policy unless otherwise stated.

1. Your duty to disclose information

It is *your* responsibility to provide complete and accurate answers to the questions *we* ask when you take out *your* insurance policy, throughout the life of *your* policy, and when *you* renew *your* insurance.

Please note that if *you* fail to disclose any material information to *your insurer(s)* (these are facts that the *insurer* would regard as likely to influence the assessment and acceptance of this policy) this could invalidate *your* insurance cover and could mean that part or all of a claim may not be paid.

If *you* are unsure as to what facts would influence *your* policy, please contact *your* insurance adviser.

2. Your duty to prevent loss or damage

- a) *you* and any other person to whom this insurance applies will take all reasonable precautions to prevent accidents, loss or damage
- b) all property insured under this policy shall be maintained in good condition.

3. Your policy

The following elements form the contract of insurance between *you* and *us*, please 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;
- any clauses endorsed on *your* schedule;
- any changes to *your* home insurance policy contained in notices issued by *us* at renewal.

4. Claims

Your duty

You will, on the happening of any event which is likely to give rise to a claim under this policy:

- a) notify the police as soon as *you* are aware if any property is lost, stolen or maliciously damaged
- b) report to *us* as soon as reasonably possible and provide all information and assistance which *we* may reasonably require
- c) take all reasonable steps to recover any lost or stolen property and advise *us* without unnecessary delay if such property is returned to *you*
- d) forward all correspondence, legal documents or any other document to *us* unanswered
- e) not discuss liability with any third party.

Our rights

- a) *we* will be entitled
 - i) to take over and conduct in *your* name the defence or settlement of any claim; or
 - ii) prosecute in *your* name for *our* own benefit any claim for indemnity or damages or otherwise
- b) *we* will have full discretion in the conduct of any proceedings and in the settlement of any claim
- c) no property may be abandoned to *us*.

Limit

In respect of any claim or series of claims for which this policy covers *you* for *your* legal liability, *we* may at any time pay *you*:

- a) the limit stated in the policy (after deducting any sum(s) already paid as compensation); or
- b) any lesser amount for which such claim(s) can be settled.

General conditions - continued

Once the payment has been made we shall give up the conduct and control of, and not be responsible for paying any further amount in connection with, the claim(s) except for the payment of costs and expenses recoverable or incurred before the payment date.

5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by *you* or anyone acting on *your* behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, *you* will not be entitled to any benefit under this policy and criminal proceedings may follow.

6. Other insurance

If there is any other insurance covering the same loss, damage or liability we will only pay *our* rateable proportion of the claim.

7. Monthly premiums

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

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

If *you* have paid one or more premiums but then fail to pay any premium after that on the date it is due, we will have the right to cancel the policy on that date. If we cancel *your* insurance for this reason, we will also make a cancellation charge of up to £10, inclusive of Insurance Premium Tax, where applicable).

8. Cancelling this policy

- a) Following the expiry of *your* statutory cooling off period, *you* continue to have the right to cancel *your* policy at any time during its term.

If *you* do so, *you* will be entitled to a refund of the premium paid subject to a deduction for the time for which *you* have been covered.

This will be calculated on a pro-rata basis for the period for which *you* received cover and an additional charge of up to £10 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

To exercise *your* right to cancel please contact *your* insurance adviser at the address shown on *your* schedule.

- b) We (or any agent we appoint and who acts with *our* specific authority) may cancel this policy by sending 14 days notice to *your* last known address. *You* will be entitled to a refund of the premium paid subject to a deduction for the time for which *you* have been covered.
- c) If *you* do not pay the premium by the due date (or the part of the premium required under any monthly premiums option *you* have chosen) we may cancel this policy with effect from the end of the last month for which the premium has been paid or from the date the insurance starts if the first premium has not been paid in full. If we cancel *your* insurance for this reason, we will also make a cancellation charge of up to £10, inclusive of Insurance Premium Tax, where applicable).

9. Building work and / or refurbishment

You must provide *us* with full details of any building work or refurbishment with a value of over £25,000 due to take place at *your home*, before the building work or refurbishment begins. Failure to provide *us* with prior notification will result in the policy being void.

10. Change in circumstances

If the circumstances in which the insurance was entered are materially altered without *our* written consent this policy shall be voidable.

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

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

Complaints procedure

Our service to you

Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- we will acknowledge your complaint within two working days
- we will aim to resolve complaints, following assessment and investigation, as quickly as possible.

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

What to do should you be dissatisfied

Seek resolution by your insurance adviser or usual Distinct point of contact.

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone us, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive UK Insurance, Aviva, PO Box 6, 8 Surrey Street, Norwich NR1 3NS. If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
7th Floor Lloyds Chambers
Portsooken Street
London
E1 8BN

Cancellation rights

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

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

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover. To exercise your right to cancel your policy, please contact your insurance adviser at the address shown on your policy schedule. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this booklet.

Additional Covers - Refund of Premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers unless your insurance has not commenced, or you remove these or cancel within the 14 day statutory cancellation period.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact your intermediary or broker.



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