



Distinct

Home 150
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 0NH

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 **(+44) 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, Portugal or the Republic of Ireland 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 BCH. 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 'Home Contents Appraisal' 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 'Home Contents Appraisal' 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 **0208 952 9188**.

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 BCH who are professional valuers specialising in providing risk management services for high net worth and listed properties. BCH 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, in the event of a claim, we will cover the full cost of rebuilding the buildings to the same specification.

To book and for more details please call BCH on **0844 412 4495**.

Calls are charged at the local 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.

Identity Fraud 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.

Please call **0800 051 1719**.

Calls to 0800 numbers are free from BT landlines. Calls from other networks may vary, please contact your network provider for details.

For full details of the cover and services supplied please refer to the Identity Fraud Detection and Assistance Service section.

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.

Insafe International Safes

We have arranged preferential rates for Distinct Home clients with Insafe International Limited, who can provide and professionally install safes for the home. For details, call **0800 252 225**. Calls to **0800** numbers are free from BT landlines. Calls from other networks may vary, please contact your network provider for details.

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 **0800 051 1718**. Calls to **0800** numbers are free from BT landlines. Calls from other networks may vary, please contact your network provider for details.

Your Distinct Home Policy

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

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** statement of fact document as issued by **us**, application form and any additional questionnaire(s);
- **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.

Information and changes we need to know about

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

Please tell **your** insurance adviser 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. **You** must also tell **your** insurance adviser immediately to let **us** know about the following changes:

- any intended alteration to, extension to or renovation of **your** property, unless the value of the work is under £50,000,
- any change to the people insured, or to be insured,
- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule,
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if **your** property is to be **unoccupied** for any continuous period exceeding 60 days, or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

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** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:-

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

Choice of law

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

- you and we 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, 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 in English.

Your 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 in proportion to the period for which you have received cover.

To exercise your right to cancel, 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 policy 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 and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance adviser.

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
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone call recording

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

Definitions

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

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.

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.

Business property

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

Caravan

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

Company/insurer/we/our/us

Aviva Insurance Limited (unless otherwise shown for any policy section).

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.

Excess

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

Heave

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

Home

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

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.

Landslip

Movement of land down a slope.

Outdoor items

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

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.

Settlement

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

Subsidence

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

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.

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 25% 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.

Exclusions to all buildings sections

(See also General Exclusions)

The **excesses** shown in **your** schedule. No **excess** applies to Sections I and J.

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 **settlement**, or by shrinkage or expansion of parts of the **buildings**.

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 of 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.

Section B continued...

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 loss until the **home** can be lived in again for:

- 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 or 10% of the **buildings** sum insured, whichever is the greater, 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 claimants' 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) 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 £10,000,000 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 provide cover for **your** personal representatives against any liability incurred by **you** and insured under this section.

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 I continued...

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.

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 is subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. 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 408 1529**.

Pest Definitions

Where the following words are shown in **bold** they have the following meanings given to them. 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.

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.

Homeserve

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

Inter Partner Assistance/we/us/our:

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

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.

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.

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**.

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.

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).

Buildings Conditions

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, 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 valuation and adjusted to reflect any subsequent alterations or extension to the **buildings**, **we** will cover the full cost of rebuilding the **buildings** to the same specification.

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.

Where **we** refer to the term 'reasonable' in Sections B, C, D and G, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

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 25% 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 £10,000 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
 - £50,000 if, within 12 months, **you** die as a direct result of injury caused during the event
- £50,000 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 25% 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

Occupiers', personal and employer's liability

Your legal liability to pay damages and claimants' 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 £10,000,000 for any one claim or claims arising from one occurrence.

In the event of **your** death **we** will provide cover for **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 £10,000,000 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.

Section H continued...

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.
- 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 exclusions a) to d) 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 £10,000,000 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.

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 I continued...

Exclusions

(See also General Exclusions)

Loss or damage excluded under Section A.

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

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 £50,000, 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 £10,000.

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 the **contents** sum insured.

Section N

Golf hole in one cover

We will pay £500 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.

Contents Conditions

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.

Where **we** refer to the term 'reasonable' in Sections B and C, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

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 – £10,000 per item
- art, antiques and collectables – £25,000 per item
- personal money £5,000
- personal money while contained in a locked safe in the **home** – £10,000
- business property – up to the **contents** sum insured (£2,500 in respect of stock)

Additionally, the following limits apply:

- **contents** belonging to visitors – up to the **contents** sum insured.
- outdoor items – up to the **contents** sum insured.

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.

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

Art, Antiques and Collectables Conditions

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

£25,000 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 (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 reasonable enquiries to verify the item's ownership and history 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.

Personal Belongings Conditions

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 £15,000 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.

2. Unspecified items and/or items valued under £15,000 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.

Single article limit

£15,000 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.

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.

Home Emergency Service

Definitions

Where the following words are shown in **bold** they have the following meanings given to them. 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.

Domestic boiler

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

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.

Engineer

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

Primary heating system

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

Service

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

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 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 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.

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 **(+44) 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.

Identity Fraud Detection and Assistance Service

This service is provided by a third party, **Experian**, as further described below. As such, **Experian** is responsible to **you** for the availability, quality or standard of advice or service provided, for any use by **Experian** of **your** personal data and for any consequences resulting from or arising out of the use of these services. When **you** register for this service in accordance with the terms set out below, **you** will be required to comply with **Experian's** terms and conditions which will set out more fully **Experian's** obligations to **you**.

Meaning of Words

The following definitions are in addition to or may replace those shown in the policy. The words below have the following meanings:

Credit Report

Personal record provided by **Experian** of **your** current and recent credit commitments such as credit cards, loans and mortgages, **your** repayment history and other information that helps lenders to avoid fraud and assess the likelihood that **you** will be able to make repayments. It includes any court judgments made against **you** and whether or not **you** have taken out an individual voluntary arrangement (IVA) or been made bankrupt within the previous six years. Other information featured on the credit report are financial associations with others, any aliases **you** may be known by, details from the electoral roll, any linked addresses and any credit report searches made in the previous 12 months.

Experian

A UK credit reference agency – appointed by **us** to administer this Identity Fraud Detection and Assistance Service.

Identity Fraud

The theft of **your** personal details – for example by taking information from stolen credit cards, passports or bank statements for the purposes of fraudulently obtaining goods and services. This will only be considered to have happened if **Experian** reasonably believes using its skill and experience that **you** have been a victim of account takeover or application fraud.

Identity Protection Service

The online credit monitoring and identity fraud protection service provided by **Experian**.

Membership

A subscription by **you** for the Identity Fraud Detection and Assistance Service.

We, Our, Us

Aviva Insurance Limited.

Web Monitoring

The monitoring of web, social networks and public databases for **your** personal details to help detect theft, accidental disclosure and misuse of **your** personal information online for the duration of **your** **Membership**.

You/Your

The main policyholder and, where applicable, the named partners as shown on **your** policy schedule.

Identity Fraud Detection and Assistance Service – Summary

Experian will provide the following service to **you**:

1. Unlimited online access to **your** credit report.
2. Monitoring of **your** credit report information for key changes.
3. Monitoring of the web, social networks and public databases to help detect the theft, accidental disclosure and misuse of **your** personal information online.
4. Alerts via SMS or e-mail (as requested by **you**) whenever a significant change occurs to **your** credit report that could be a sign of potential **identity fraud**, and if **your** personal information is detected online allowing **you** to take quick, preventative action.
5. Free advice from a UK based customer helpline team on 0800 051 2208.
6. Fraud resolution service. In the event of **identity fraud**, a personal case handler from **Experian's** 'Victims of Fraud' team will work with you to provide advice, support and assistance until the disputed entries on **your** credit report are resolved.

7. Free optional CIFAS Protective Registration to help reduce the risk of **your** identity being used unlawfully to obtain credit or money in **your** name (as more fully described below).
 8. **Identity fraud** information and advice.
 9. Online Risk Assessment Tool. A short series of questions to Calculate **your** identity fraud risk and see how to reduce it.
- Further details of the Identity Fraud Detection and Assistance Service are set out in the section 'The Services'.

Terms and Conditions

1. This service is available to United Kingdom, Channel Island and Isle of Man residents only.
2. **Membership** lasts for the duration of **your** Distinct Home policy. This service will end if **your** Distinct Home policy is cancelled, expires or ends for any reason.
3. One **membership** is available per Distinct Home policy.
4. To make a complaint about the service, **you** should refer to **Experian's** complaints procedure available by visiting <http://www.experian.co.uk/assets/consumer/contact-us/complaint-handling-procedure.pdf>.

Alternatively, please call 0844 481 8193. A typical call charge from a BT residential landline is no more than 5.11p per minute, a 13.1p connection fee may be charged. Calls from other networks and mobiles may be higher. Calls may be recorded for training and monitoring purposes.
5. All calls to **Experian** may be recorded for training and monitoring purposes.

The Experian Services

Identity Fraud Detection and Assistance Service (credit report monitoring, web monitoring and identity fraud protection)

Accessing the Services

In order to activate **your membership** go online to www.protectmyid.co.uk/DISTINCT.

On this site **you** will need to provide **your** name and Distinct Home Policy Number to allow **Experian** to validate **you** as a Distinct customer.

You can choose to register and sign up for **membership** by contacting ProtectMyID on 0800 051 2208 between the hours of 9am and 7pm, Monday to Friday (but not bank or public holidays) and between the hours of 9am and 1pm, Saturday. Calls to 0800 numbers are free from BT landlines. Calls from other networks may vary, please contact **your** network provider for details.

When activating this service by phone **you** will need to provide **your** name and policy number to allow **Experian** to validate **you** as a Distinct Home customer. **You** will then need to complete the activation process in order to become a ProtectMyID active member on the Identity Fraud Detection and Assistance Service.

As a safeguard, in order to access **your** Identity Fraud Detection and Assistance Service online, **you** will need to enter the username and password **you** created when **you** activated the service. Access to this service is subject to **you** satisfactorily completing an application for the service, and to **you** accepting the terms and conditions for the service as part of the application. As part of the application, **Experian** will confirm **your** identity by checking the details **you** provide against details held on databases to which **Experian** has access. **Experian** will keep a record of this check which may be used by other organisations for verification and fraud prevention purposes.

For further information on how **your** personal information will be used by **Experian** please refer to **Experian's** privacy policy here http://partner.protectmyid.co.uk/service/pdf/PMID_PrivacyPolicy_271212.pdf.

Credit Report

Your membership of the service allows **you** to access **your** online **Experian** credit report whenever **you** like once registered when visiting www.protectmyid.co.uk/DISTINCT.

Identity Fraud

Once **you** are an Identity Fraud Detection and Assistance Service member **you** will automatically be registered for a notification service which alerts **you** if **your** credit report is affected by changes that could indicate possible **identity fraud**, for example:

- Addition of a credit account;
- A search made on **your** credit report.

You can choose to receive **your** notifications by e-mail or SMS.

Web Monitoring

You will also be automatically registered to receive **web monitoring** alerts based on **your** application data, this includes **your** Name, Address, Date of Birth, Telephone Number and Email address. **You** can then choose to add additional information that **you** would like to be monitored for example-:

- Credit and Debit card numbers
- Usernames
- Additional contact details.

Confidential Identity Fraud Detection and Assistance Service Advice Line

If **you** have any concerns about being or becoming a victim of **identity fraud** or questions about **your membership**, an **Experian** confidential advice line is available to assist and advise **you**. Simply call **0800 051 2208** between the hours of 8am and 7pm, Monday to Friday (but not bank or public holidays) and between the hours of 9am and 5pm, Saturday. Calls to 0800 numbers are free from BT landlines. Calls from other networks may vary, please contact **your** network provider for details.

Identity Fraud Resolution Service

If **you** are the victim of **identity fraud**, **you** will have a dedicated fraud caseworker to work with **you** to resolve **your identity fraud** issues.

CIFAS Protective Registration

CIFAS is the UK's Fraud Prevention Service. If **you** should lose **your** passport or driving licence or any other forms of identification or documents with personal information, or **you** think **your** identity is being misused, CIFAS Protective Registration may be of assistance to **you** as it helps reduce the risk of **your** identity being used unlawfully to obtain credit or money in **your** name.

As part of the **identity fraud** resolution service, **Experian** may recommend CIFAS Protective Registration to **you** if it believes that **your** identity is particularly at risk, which is provided free of charge as part of **your membership** but such registration is optional.

Experian Disclaimer

Given that the information provided in **your credit report** is current at the time it is produced, **you** understand and agree that the value, accuracy, and relevance of the information may diminish after it is delivered. Any information delivered to **you** by **Experian** belongs to **Experian**. **You** agree that **you** may not copy, change 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.

The information supplied by **Experian** in **your credit report** does not constitute any form of advice, recommendation or endorsement by **Experian** and is not intended to be relied upon by **you** in making (or refraining from making) any specific decision.

General Exclusions

1. Any financial loss or costs **you** incur as a result of the **identity fraud**.
2. The Identity Fraud Detection and Assistance Service is available to United Kingdom, Channel Island and Isle of Man residents only.

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

We will pay for **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 cover 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.

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.

Caravan Conditions

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.

Where we refer to the term 'reasonable' in the settlement of claims we mean that we will pay costs for goods and services which are competitive in the relevant marketplace.

Small Craft

Definitions

Where the following words are shown in **bold** they have the following meanings given to them. 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.

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.

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**.

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.

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.

Section A Exclusions continued...

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

We will pay for **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.

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

We will also pay for **your** 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**.

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.

Small Craft Conditions

1. At all times during the **period of insurance**:
 - a) 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.
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. Inflatables, canoes, sailboards or surfboards 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

Small Craft Claims settlement continued...

- 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.

Where **we** refer to the terms 'reasonable' or 'reasonably' in the settlement of claims, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

Personal Lawyer Cover

Personal lawyer cover is underwritten by Aviva Insurance 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

Where the following words are shown in **bold** they have the following meanings given to them. 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.

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.

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**
- 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
- 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.

Insured events

1. Personal injury

- a) An incident which causes death or bodily injury to **you**
- b) Physical damage to **your** personal belongings due to an incident 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) An incident that results in 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**.

- 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

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

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.

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.

- 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
- 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.

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

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.

You must confirm either:

- i) that the person **you** nominate will not charge more than the **appointed representative** we would have appointed or
 - 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, **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.

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, and Personal belongings sections of this policy.

3. Other actions

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

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

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. 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.

6. Confiscation

Confiscation or detention by Customs or other officials.

7. 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.

8. 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.

9. Other loss

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

10. Electrical or mechanical breakdown

Electrical or mechanical breakdown.

General Conditions

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

1. Important Notice – Information we need to know about

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

If the information provided by you is not complete and accurate:

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

2. Your duty to prevent loss or damage

- 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 statement of fact 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 in the case of claims involving damage by riot or civil unrest, not less than 7 days after becoming aware of the damage and provide all relevant information which we may reasonably require to settle your claim
- 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
- 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.

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 from the end of the period for which the premium has been paid. If **we** cancel **your** insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

8. Cancelling this policy

- a) Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel **your** policy at any time during its term.

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

This will be calculated in proportion to the period for which **you** received cover and there will also be a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

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 (subject to Insurance Premium Tax, where applicable).

9. 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 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 promptly.
- We aim to resolve all complaints as quickly as possible.

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

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or usual Aviva point of contact.

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

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

Telephone: **0800 023 4567** (free from landlines) or **0300 123 9123** (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

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



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