

Important: Please read and keep it safe

Home Insurance Policy

WELCOME

Thank you for choosing home insurance from Aviva. As an Aviva customer you have the reassurance of knowing that you're protected by the UK's largest insurer.

Helpful and important information about your insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
 - tell us about changes which could affect your policy (see page 5)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 15, 28 and 32)
 - take reasonable care of your property (see page 42).
- It is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

How to get help...

Claims service

If you want to make a claim under this policy, call us on:

0844 891 1222

Our incident managers offer help and advice 24 hours a day, 365 days a year. There's no need to fill out a claim form or arrange estimates, we'll take care of all the arrangements and, provided the incident is covered, settle the bill (apart from the excess) directly with the supplier.

On occasions we may be unable to give immediate confirmation that the incident is covered under your policy, in this event we will still assist you in organising repairs, but you will be responsible for any charges which are not covered under your policy.

Legal Services

If you have chosen legal services cover and would like free legal advice, or to make a legal claim, call us on:

0800 096 5850

Changes to your policy

If you have any questions, or want to make any changes to your policy go online at [aviva.co.uk/mypolicy](https://www.aviva.co.uk/mypolicy) or call us on:

0844 891 1102

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

0844 numbers will be charged at 3p per minute from a BT landline. Calls from other networks may vary.

0845 and 0870 number charges may vary, please contact your network provider for details.

GUIDE TO YOUR AVIVA HOME POLICY

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IMPORTANT INFORMATION ABOUT YOUR AVIVA HOME POLICY

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 6, unless otherwise shown for any policy section.

Please read **your** policy and the **schedule** carefully to make sure that **you** have the cover **you** need. **You** should contact **us** on 0844 891 1102 immediately if any details are not correct.

The **schedule** sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

Choice of Law

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

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract **you** are a resident of (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 on a pro-rata basis for the period **you** have received cover.

You can only cancel **your** policy via **our** contact centre. To exercise **your** right to cancel, please contact Aviva on 0844 891 1102.

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.

Administration Charge

We reserve the right to apply an administration charge of up to £12 (subject to Insurance Premium Tax, where applicable) for any adjustments **you** make to **your** policy.

There is no administration charge if **you** change **your** policy on-line at [aviva.co.uk/mypolicy](https://www.aviva.co.uk/mypolicy)

Additional Covers - Refund of Premiums

If **you** have purchased additional cover options with this policy, a refund will not be available for Legal Services or Home Emergency covers, unless **your** insurance has not commenced or **you** remove these or cancel within the 14 days statutory cancellation period.

Once **your** insurance has commenced, and **you** cancel after the 14 days statutory cancellation period **you** will need to pay the full annual premium for these covers if **you** have not already done so.

For all other additional cover options, where **you** are cancelling after the insurance has commenced and after the statutory cancellation period, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover.

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 **us** on 0844 891 1102.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Telephone call recording

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

CONTRACT OF INSURANCE AND CHANGES WE NEED TO KNOW ABOUT

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** application form and/or "Information Provided by You" document as issued by **us**;
- **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.

Changes we need to know about

Please tell **us** immediately if there are any changes to the information set out in the application form, "Information Provided by You" document or on **your schedule**, or any other changes in **your** circumstances which might affect **your** insurance, for example:

- A change to the people insured, or to be insured.
- If **your sum insured** levels are not adequate.
- If **your home** will be left **unoccupied** for more than the number of days shown on **your schedule**.
- Cautions or criminal convictions of the people insured, or to be insured.

If **you** are in any doubt, please contact **us** on 0844 891 1102.

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

DEFINITIONS

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

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

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

Buildings

- a. The **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, and fixed tanks providing fuel to the **home**.
- b. Fixtures, fittings and decorations.

These must all be at the address shown on **your schedule**.

Business equipment

Office furniture, computers, printers, typewriters, fax machines, photocopiers, telephones and answerphones that are owned by **you**, or **you** are legally responsible for and used for business or professional purposes.

Clauses

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

Contents

Household items and **personal belongings** (including **personal money** and **valuables** up to the limits shown on **your schedule**) that:

- **you** own;
- **you** are legally responsible for (but not landlord's contents);
- belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home**, up to the limit shown on **your schedule**.

Domestic Employee

A person employed by **you** to carry out domestic duties in connection with **your home** and its land, and not employed by **you** in any capacity in connection with any other business, trade or profession.

Excess

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

Home

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

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- pedestrian-controlled toys and models.

Period of Insurance

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

Personal Belongings

Luggage, clothing, jewellery, watches, furs, binoculars, sports, musical and photographic equipment and items which **you** normally wear, or carry with **you**. All items must belong to **you** or be **your** legal responsibility.

Personal Money

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

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule

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

Sum Insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **clause**.

Unoccupied

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

Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches and furs.

We, Us, Our

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

You, Your

The person (or people) named on your **schedule**, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

BUILDINGS SECTION

Your policy does not cover wear and tear. Please refer to page 1 “Helpful and important information about your insurance” for more information.

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

What is covered

The Buildings

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

1. a. Fire, explosion, lightning or earthquake.
b. Smoke.

2. Storm or Flood.

3. a. Riot, civil unrest, strikes, or labour or political disturbances.
b. Malicious people or vandals.

What is not covered

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

- the **excess(es)** shown on **your schedule** (no **excess** applies to **Emergency access** and **Liability to the public**).
- damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

Under (b) **we** will not cover loss or damage that happens gradually.

We will not cover loss or damage:

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

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

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

What is covered

4. Being hit by:
 - a. aircraft or other flying objects or anything falling from them;
 - b. vehicles or animals.

-
5. a. Water escaping from water tanks, pipes, equipment or fixed heating systems.

b. Water freezing in tanks, equipment or pipes.

-
6. Heating fuel leaking from a fixed heating system.

-
7. Theft or attempted theft.

-
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

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

What is not covered

Under (b) **we** will not cover loss or damage caused by domestic animals.

We will not cover loss or damage:

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

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

We will not cover loss or damage:

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

We will not cover:

- damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for subsidence, heave or landslip damage to the **home**;

What is covered

10. Falling trees or branches

If **we** accept a claim for damage to **buildings** by falling trees **we** will also pay reasonable costs **you** have to pay for removing from the site:

- a. the fallen part of the tree;
- b. the tree if it has been totally or partly uprooted.

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause listed under **The Buildings** cover sections numbered 1 to 10 and as a result it cannot be lived in, **we** will pay any ground rent **you** still have to pay, for up to two years.

We will also pay:

- a. rent payable to **you**;
- b. any reasonable accommodation expenses for **you** and **your** domestic animals

up to the limit shown on **your schedule**, until the **home** is ready to live in.

What is not covered

- damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by subsidence, heave or landslip, unless **you** told **us** about this and **we** accepted it;
- damage caused by riverbank or coastal erosion;
- damage to solid floors caused by infill materials settling, swelling or shrinking;
- damage caused by normal settlement or shrinkage, or by recently placed infill materials moving;
- damage caused by faulty or unsuitable materials, design or poor workmanship.

We will not cover costs **you** have to pay for:

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

What is covered

Emergency access

We will provide cover for damage to the **home** following necessary access to deal with a medical emergency or to prevent damage to the **home**.

Tracing and accessing leaks

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

Your liability to the public

(See the important note opposite)

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

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

happening during the **period of insurance** and arising:

- from **you** owning the **building** and its land;
- under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased and occupied.

What is not covered

We will not pay more than the limit shown on **your schedule** for any one incident.

We will not cover the cost of repairing the source of the leak unless caused by loss or damage covered under **The Buildings**.

We will not pay more than the limit shown on **your schedule** for any one incident.

We will not cover liability in connection with:

- **you** occupying the **building** and its land;
- any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- loss of or damage to property which belongs to **you** or is in **your** care;
- any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;
- **your** trade, business or profession;

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 (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

What is covered

If the **BUILDINGS SECTION** of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any **home** insured by the **BUILDINGS SECTION** before the policy was cancelled or ended.

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

What is not covered

- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

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** 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 **Occupier's liability** cover.

Selling your home

If **you** enter into a contract to sell any **building** insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

ACCIDENTAL DAMAGE COVER TO BUILDINGS SECTION

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

What is covered

Damage to services, fixed glass and sanitary fittings

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

We will provide cover for **accidental damage** to:

- a. cables and underground pipes which provide services to or from the **buildings** that **you** are legally responsible for;

We will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

- b. septic tanks and drain inspection covers that **you** are legally responsible for;
- c. fixed glass and sanitary fittings which form part of the **buildings**. This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).

What is not covered

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

- the **excess** shown on **your schedule**
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

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

Under (c) **we** will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

What is covered

Extra accidental damage to buildings

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

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

What is not covered

We will not cover:

- damage caused by wear and tear, settlement, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually;
- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage may be covered under ***The Buildings*** please refer to pages 8 and 9);
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials or design or poor workmanship;
- damage caused by building alterations, renovations, extensions or repairs;
- damage excluded under ***The Buildings***;
- maintenance and normal redecoration costs;
- damage by subsidence, heave or landslip;
- damage caused by paying guests or tenants.

BUILDINGS CONDITIONS

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

1. *The Sum Insured*

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

If at the time of a loss the **sum insured** is too low **your** claim will be settled on the following basis:

- a. If **you** have provided the **sum insured** shown on **your schedule**, **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear;
- b. If **we** have stated "unlimited" on **your schedule**, **we** will cover the full cost of rebuilding the **buildings** to the same specification with no upper limit.

2. *Settling Claims*

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

- replacing;
- reinstating;
- repairing;
- payment.

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **buildings sum insured** shown on **your schedule** unless otherwise stated.

We will not reduce the **sum** (or sums) **insured** by the amount paid under any claim.

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

- a. Architects' and surveyors' fees necessary to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b. The necessary cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay.

- c. The cost of meeting building regulations or municipal or local authority bye-laws.

What we will not pay

Under (a) **we** will not cover fees for preparing any claim.

Under (c) **we** will not cover any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.

We will not pay for any reduction in the market value of the **home** as a result of an insurable event.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature, design or colour.

4. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal date of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount until **you** reach **our** maximum of 5 years, at the renewal date of **your** policy.

We do not grant no-claim discounts on policies running for less than 12 months.

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

CONTENTS SECTION

Your policy does not cover wear and tear. Please refer to page 1 “Helpful and important information about your insurance” for more information.

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

What is covered

Contents in the home

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

1. a. Fire, explosion, lightning or earthquake.
b. Smoke.
2. Storm or flood.

What is not covered

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

- the **excess(es)** shown on **your schedule** (no **excess** applies to **Fatal injury benefit, Occupier’s, personal and employer’s liability** and **Emergency access**);
- property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

Under (b) **we** will not cover loss or damage that happens gradually.

We will not cover loss or damage that happens gradually.

What is covered

3. a. Riot, civil unrest, strikes and labour or political disturbances.
- b. Malicious people or vandals.

-
4. Being hit by:
 - a. aircraft or other flying objects, or anything falling from them;
 - b. vehicles or animals.

-
5. Water escaping from water tanks, pipes, equipment or fixed heating systems.

-
6. Heating fuel leaking from a fixed heating system.

-
7. Theft or attempted theft.

What is not covered

Under (a) and (b) **we** will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying **your** power.

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

- caused by paying guests, tenants or **you**;
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

Under (b) **we** will not cover loss or damage caused by domestic animals.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

We will not cover:

- loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
- theft by deception, unless deception is used only to get into the **home**;
- theft of **personal money**, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;
- theft if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to;

What is covered

-
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

 9. Subsidence or heave of the land on which the **home** stands, or landslip.

-
10. Falling trees or branches.
-

Contents temporarily removed from the home

We will provide cover up to the limit shown on **your schedule** for loss of or damage to **contents** by any of the causes listed under **Contents in the home** while temporarily removed from the **home** to:

- a. any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time

What is not covered

- theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;
- theft from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force and violence;
- loss or damage caused by paying guests, tenants or **you**;
- more than the limit shown on **your schedule** for any one incident involving theft from garages and outbuildings.

We will not cover:

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

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

- more than the limit shown on **your schedule** for loss or damage to **contents** in garages and outbuildings;
- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

What is covered

education), employed or working in the **British Isles**;

b. anywhere else in the **British Isles**.

What is not covered

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

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

Contents in the garden

We will provide cover for loss of or damage to **contents** by any of the causes listed under **Contents in the home** happening in the open within the boundaries of the **home**, up to the limit shown on **your schedule**.

We will not cover:

- loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
- loss of or damage to pedal cycles.

Business equipment

We will provide cover for loss or damage to **business equipment** while in the **home** by the causes listed under **Contents in the home**, and **accidental damage** up to the limit shown on **your schedule**.

We will not cover:

- **accidental damage** to mobile phones, laptops or computer equipment designed to be portable;
 - damage caused by wear and tear or anything which happens gradually;
 - damage caused by the process of cleaning, washing, repairing or restoring any item;
 - electrical or mechanical breakdown;
 - loss in value;
 - failure to use in line with the manufacturer's instructions;
 - damage caused by chewing, scratching, tearing or fouling by domestic animals.
-

What is covered

Replacement locks

If keys to the locks of:

- a. external doors of the **home**;
- b. alarm systems or domestic safes fitted in the **home**

are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms up to the limit shown on **your schedule**.

Food in freezers

We will provide cover for loss of or damage to food stored in a freezer in the **home**, up to the limit shown on **your schedule**, caused by:

- a. a rise or fall in temperature;
 - b. contamination by freezing agents.
-

Domestic heating fuel and metered water

We will provide cover, up to the limits shown on **your schedule**, for accidental loss of:

- a. domestic heating fuel;
 - b. metered water.
-

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause listed under **Contents in the home** and as a result it cannot be lived in, **we** will pay for:

- a. **your** loss of rent;
- b. any reasonable accommodation expenses for **you** and **your** domestic animals

up to the limit shown on **your schedule**, until the **home** is ready to live in.

What is not covered

We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying **your** power.

What is covered

Fatal injury benefit

We will pay up to the limit shown on **your schedule** if **you** die as a direct result of injury caused in the **home** by fire, explosion, lightning or intruders.

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

Household removals

We will provide cover for loss of or damage to **contents** while being moved by professional furniture removers from the **home** to **your** new permanent home (including temporary storage in a furniture depository for up to seven days in a row) in the **British Isles**.

Religious festivals and wedding gifts

We will increase the **sum insured** for **contents** by the amounts shown on **your schedule**

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

Occupier's, personal and employer's liability

(See the important note overleaf)

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

- accidental bodily injury or illness;
- accidental loss of or damage to property; happening during the **period of insurance** in:
 - the **British Isles**;

What is not covered

We will not cover **personal money**, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.

We will not cover liability in connection with:

- a. **you** owning land, buildings or other fixed property;
- b. **you** living in or occupying land or buildings other than the **home** or its land;
- c. aircraft other than pedestrian controlled toys or models;

What is covered

- the rest of the world, for temporary visits; and arising:
- as occupier (not as owner) of the **home** and its land;
- in a personal capacity (not as occupier or owner of any building or land);
- as employer of a **domestic employee**.

We will not pay more than the **Occupiers and personal liability** limit shown on **your schedule** for any one incident, unless a claim is made against **you** by a **domestic employee** where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is the limit shown on **your schedule** for **employers liability**).

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

What is not covered

- d. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- e. caravans;
- f. boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles;
 - pedestrian-controlled toys or models;
- g. deliberate or malicious acts;
- h. HIV and HIV-related illnesses, including AIDS;
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- j. any agreement except to the extent that **you** would have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **you** or is in **your** care or control;
- m. bodily injury or illness to **you**;

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

- exclusions (a), (b), (c), (e), (f), (g), (h) and (k) will not apply;
- exclusion (d) will not apply unless cover or security is needed under any of the **Road Traffic Acts**.

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 website (opsi.gov.uk) or contact the Citizens Advice Bureau.

What is covered

Tenant's liability

We will provide cover up to the limit shown on **your schedule** if **you** are legally responsible as a tenant for:

- a. loss of or damage to the **home** and landlord's fixtures and fittings by any of the causes listed under ***Contents in the home***;
- b. accidental breakage of:
 - fixed glass (including glass in solar-panel units);
 - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings)

which form part of the **home**.

- c. **accidental damage** to cables or underground pipes which provide services to or from the **buildings** and septic tanks and drain inspection covers.

Under (c) **we** will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

What is not covered

We will not cover:

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

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

What is covered

Title deeds

We will pay the cost of preparing new title deeds to the **home** up to the limit shown on **your schedule**, if they are lost or damaged by any of the causes listed under ***Contents in the home***.

Emergency access

We will provide cover for damage to **contents** following necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

What is not covered

ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME SECTION

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

What is covered

What is not covered

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

- the **excess** shown on **your schedule**;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- failure to use in line with the manufacturer's instructions;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by wear and tear or anything which happens gradually;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

Accidental damage to home entertainment equipment, mirrors and glass

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

We will provide cover for **accidental damage** to:

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

We will not cover:

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

What is covered

- mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

Extra accidental damage cover to contents in the home

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

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

What is not covered

We will not cover:

- food in freezers, clothing, contact lenses, stamps and pedal cycles;
- damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage may be covered under ***Contents in the home*** please refer to pages 17 and 18);
- any loss that is not the direct result of the insured incident itself;
- damage which is excluded under ***Contents in the home***;
- loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.

CONTENTS CONDITIONS

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

1. *The Sum Insured*

At all times the **sum insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing and linen, where a deduction may be made for wear and tear and loss in value).

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear.

2. *Settling Claims*

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

- replacing;
- reinstating;
- repairing;
- payment.

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing and linen.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the amount shown on **your schedule** unless otherwise stated.

We will not reduce the **sum insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

Valuables

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

3. *Pairs, Sets and Suites*

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature, design or colour.

4. *Items valued over the single item limit*

If **you** claim for an item valued at more than the single item limit shown on **your schedule**, **you** will need to provide proof of the item's value when requested by **us**. **We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help **you** do this.

5. *No-claim discount*

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount until **you** reach **our** maximum of 5 years, at the renewal date of **your** policy.

We do not grant no-claim discounts on policies running for less than 12 months.

6. *Proof of value and ownership*

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

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

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

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

PERSONAL BELONGINGS SECTION

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

What is covered

This cover is for loss or damage to **your personal belongings** shown on **your schedule** in and away from the **home** anywhere in the world.

What is not covered

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

- the **excess(es)** shown on **your schedule**;
- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence).
We will not pay more than the limit shown on **your schedule** for any one incident of theft from an unattended vehicle;
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss or damage to sports racquets, sticks, bats and clubs while in use;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- theft by deception, unless deception is used only as a way to get into the **home**;

What is covered

What is not covered

- business goods and equipment;
- furniture, furnishings, household goods and equipment, food and drink;
- bonds, stocks, shares and documents of any kind;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

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

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

Personal money, credit and debit cards

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

We will cover loss of:

- **personal money** up to the limit shown on **your schedule**
- credit and debit cards held for social, domestic or charitable purposes up to the limit shown on **your schedule**. Credit and debit cards are only insured against loss if they are used by someone without **your** permission following loss or theft.

Under **personal money**, credit and debit cards **we** will not cover:

- loss caused by mistakes;
- losses not reported to the police;
- losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- any business credit/debit cards.

What is covered

We will also cover any costs **we** have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

Pedal cycles

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

We will provide cover for loss of or damage to **your** pedal cycles anywhere in the world up to the limit shown on **your schedule**.

What is not covered

Anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

We will not cover:

- loss or damage to tyres or accessories unless the pedal cycle is stolen or damaged at the same time;
- loss or damage while the pedal cycle is being used for racing, pace making trials or business purposes;
- theft while away from the **home**, unless in a building or securely locked to an object that cannot be moved;
- any pedal cycle with a motor;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

PERSONAL BELONGINGS CONDITIONS

These conditions apply to **PERSONAL BELONGINGS, Personal money, credit and debit cards** and **Pedal cycles**.

1. The Sum Insured

At all times the **sum(s) insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear.

2. Settling Claims

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

- replacing;
- reinstating;
- repairing;
- payment.

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the amount shown on **your schedule**.

We will not reduce the **sum(s) insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature, design or colour.

4. Items valued over the single item limit

If **you** claim for an item valued at more than the single item limit shown on **your schedule**, **you** will need to provide proof of the item's value when requested by **us**.

We recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help **you** do this.

5. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase your no-claim discount until **you** reach **our** maximum of 5 years, at the renewal date of **your** policy.

We do not grant no-claim discounts on policies running for less than 12 months.

6. Proof of value and ownership

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

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

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

LEGAL SERVICES

The cover and services explained in this section only apply if they are shown on **your schedule**.

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

Personal Legal Advice Helpline

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

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 call **us** on **0800 096 5850**.

Making A Claim

To make a claim call **us** on **0800 096 5850**.

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.

LEGAL SERVICES DEFINITIONS

In this section wherever the following words or phrases appear in **bold** they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

Appointed representative

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

Consumer

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

Costs and expenses

- a. All reasonable and necessary legal costs 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.

Home

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

Legal proceedings

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 the clinical care of an insured person.

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 096 5850 for assistance.

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

United Kingdom, the Channel Islands and the Isle of Man.

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 (see page 37) provided that:

- a. the **event** occurs within the **territorial limits** and during the **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 on **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.

What is covered

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**.

2 Consumer Disputes

- a. An incident that results in a dispute regarding an agreement for the:
 - sale;
 - purchase;
 - hireof 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.

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**.

What is not covered

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.

We will not cover any claim:

- where the amount in dispute is less than £125;
- where the agreement was made prior to the **period of insurance** for 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.

We will not cover any claim relating to (a):

- 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.

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.

What is covered

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

- c. An incident that results in a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your home**.

What is not covered

- We** will not cover any claim relating to (b)
- 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.

- We** will not cover any claim relating to (c):
- 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 a **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.

LEGAL SERVICES EXCLUSIONS

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

- a. if **you** do not keep to the terms, exclusions and conditions of this section;
- b. if **you** can claim under another policy;
- c. **costs and expenses** incurred prior to **our** written acceptance of a claim;
- d. any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**;
- e. any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- f. any claim deliberately or intentionally caused by **you**;
- g. any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters;
- h. any claim in respect of libel and slander;
- i. a dispute with **us** (except for disputes covered under the **Employment Disputes** section);
- j. a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**;
- k. a dispute between **you** and someone
 - related to **you** or who is insured under this policy
 - **you** live with or have lived with;
- l. any claim relating to work by or under the order of government, public or local authority;
- m. any claim related to leases, tenancies or a licence to occupy (except as provided for under **Property Disputes** part (c));
- n. an application for judicial review;
- o. 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;
- p. disputes relating to new areas of law, test cases or class actions;
- q. any claim **we** reasonably believe **you** knew, when **you** took out this insurance, was likely to happen;
- r. anything set out in the **GENERAL EXCLUSIONS** section on page 45.

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.

LEGAL SERVICES CONDITIONS

The following conditions apply to this section.

Also refer to the **GENERAL CONDITIONS** section on page 42.

1. Claims - Your duty

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

2. Claims - legal representation

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

You must confirm either:

- (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 above, **you** may choose another suitably qualified person.
 - d. If there is still a disagreement with regard to the **appointed representative**, **we** will ask the

president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.

- e. In all other circumstances **we** will be free to choose an **appointed representative**.
- f. An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.

3. Claims – our rights and your obligations

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

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 reclaim 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** on page 47.

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 CONDITIONS

These conditions apply to all sections of the policy, except for **LEGAL SERVICES** where conditions 2, 4, 10 and 11 below do not apply.

1. *Your duty to disclose information*

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

Please note that if **you** fail to disclose any material information to **your** insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid. If **you** are unsure as to what facts would influence **your** policy, please contact **us** on 0844 891 1102.

2. *Your duty to prevent loss or damage*

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.

You must keep property that is insured under **your** policy in good condition.

Your policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

3. *Your policy*

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

- **your** policy booklet;
- information contained on **your** application and/or "Information Provided by You" document as issued by **us**;

- **your schedule**;
- any **clauses** endorsed on **your schedule**;
- changes to **your** home insurance policy contained in notices issued by **us** at renewal.

4. *Claims*

Your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a. tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b. contact **us** as soon as reasonably possible and provide all the information and help **we** need;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**;
- d. call **us** if **you** receive any information or communication about the event or cause;
- e. avoid discussing liability with anyone else without **our** permission.

Proof of value and ownership

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

Our rights

- a. **We** may:
 - take over and defend or settle any claim, or right **you** may have against another person, in **your** name;
 - prosecute (in **your** name for **our** own benefit) any claim for indemnity or damages or otherwise.
- b. **We** have the right to do as **we** see fit in legal action and in settling **your** claim.
- c. **You** must not abandon property to **us**.

Limit

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

- a. up to the limit shown on **your** schedule (less any amounts already paid by **us**);
- b. any lower amount for which **we** can settle **your** claim

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also take legal action against **you**.

6. Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

7. Monthly payment plan

If **you** have chosen to pay **your** premium utilising the monthly credit facility **you** must make the regular monthly payments as per the terms of **your** credit agreement. If **you** fail to do this **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement and the cancellation charge of £29.00 (subject to Insurance Premium Tax, where applicable) will apply.

8. Cancelling this policy

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid (excluding premiums for Legal Services and Home Emergency cover), subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £29.00 (subject to Insurance Premium Tax, where applicable), to cover the administrative cost of providing the policy.

If **you** purchased Legal Services and/or Home Emergency cover with this policy a refund is not available for these covers and **you** will still need to pay the full annual premium if **you** have not already done so.

You can only cancel **your** policy via **our** contact centre. To exercise **your** right to cancel please contact **us** on **0844 891 1102***.

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

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.

If **you** are paying **your** premium using **our** monthly credit facility and **you** do not make regular monthly payments as per the terms of **your** credit agreement, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. If **we** cancel **your** insurance for this reason, **we** will also make a cancellation charge of up to £29.00 (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, conditions and **clauses** of this policy.

10. Arbitration

If **we** have accepted **your** claim but disagree regarding the amount to be paid, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. If **you** cannot agree, **we** have the right to apply to the president of a relevant national law society to nominate a suitably qualified person. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

11. Index Linking

We may increase the **sum(s) insured** shown on **your schedule** to allow for increases in the cost of living in line with the retail price

index for **contents** and the House Rebuilding Cost Index for **buildings**. **We** may do this every month and update the **sum insured** when **your** policy is due for renewal.

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

12. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person's personal representatives (if he or she has died).

GENERAL EXCLUSIONS

These apply to all sections of the policy

This policy does not cover:

1. *War*

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

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. *Terrorism*

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

Terrorism is defined as any act or acts including, but not limited to:

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

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

This Terrorism exclusion applies only in respect of the **BUILDINGS, ACCIDENTAL DAMAGE COVER TO BUILDINGS, CONTENTS, ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME** 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** above.

4. Radioactivity

loss, damage or liability which involves:

a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or

b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or Contamination

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

a. a sudden and unexpected accident which can be identified;

b. oil leaking from a domestic oil installation at the **home**.

7. Deliberate Acts

any loss or damage deliberately caused by **you**, or by any other person lawfully in **your** home.

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 within 2 working days.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

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

What to do should you be dissatisfied

If you have a complaint about this insurance, you can write to us at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone us on 0844 891 1102.

If you have a complaint about a claim you have made please contact us on 0844 891 1222.

If you remain unhappy with the decision you receive you may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

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

Telephone call recording

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

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback, please write to:

Manager of Customer Relations
Aviva
PO Box 15
Surrey Street
Norwich NR1 3LN.

**We can provide many other
products and services.**

aviva.co.uk

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