

Home insurance made simple

Your House Policy

Welcome to Your House

Thanks for choosing to insure your home with Aviva.
As a Your House customer you can now enjoy the peace of mind knowing you're protected by the UK's largest insurer.

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Clubline Our incident management claims service on 0800 012345*

If you've ever had a problem that you've needed to claim for, you'll know that dealing with it can often cause you as much hassle and stress as the initial loss. That's exactly why we set up Clubline – to take that hassle and stress away from you.

Clubline is open 24 hours a day, seven days a week. Just one call and we'll start sorting your claim out straight away. You don't even have to fill in a claim form.

Our team of professionally trained incident managers are on hand to help you get things back to normal as quickly as possible. And while they do, they'll also keep you up to date with what's happening.

They'll call out approved tradespeople to make the emergency repairs you need and secure your property. Their workmanship comes with our approval, plus a 12-month guarantee, and we pay their bills directly (apart from the excess).

After that, our approved suppliers will replace any household items that are stolen or damaged. They can also refer you to other experts if you need to redecorate or rebuild.

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

For easy reference use the attached card with the Clubline number. Simply write your policy number on it and keep the card somewhere you can quickly lay your hands on it.

Your House Clubline

In an emergency call

Clubline 0800 012345*

24 hours a day, 365 days a year



Club Assistance Free 24-hour legal and tax helpline on 0800 051 1701*

Legal advice helpline

Club Assistance gives you access to our legal helpline for expert advice on personal legal problems. It could be a dispute over consumer rights, property, terms of employment, even a dispute with your neighbour or many other legal issues.

Tax advice helpline

Need advice on tax relief and allowances? Inheritance tax? Capital gains tax? Club Assistance can help you with all of these and many other personal tax problems.

Club Assistance is available 24 hours a day, 365 days a year.

Advice is limited to the law and practice of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

Identity Fraud helpline

If you become a victim of identity theft, or need advice on protecting your identity, our professional advisers are here to help. We can provide up-to-date information, including warning signs and prevention tips, and advice on what to do if you become a victim.

You might be concerned about banking safely online. Or maybe you've just had an unexpected call from a debt collection agency. For these and any other issues about the security of your identity, please give us a call on **0870 837 9710***.

* For our joint protection, telephone calls may be recorded and/or monitored. 0870 number charges may vary, please contact your network provider for details.

Home Doctor to help you keep your home in great shape

The 'Home Doctor' is a comprehensive guide on how to keep your home safe and secure year-round. It's full of useful offers and the latest advice from DIY and safety experts, the police and fire service.

Ask your insurance adviser for a free copy.

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 9)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 20, 23, and 29)
 - take reasonable care of your property (see page 38).
- 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.

The right level of cover Don't leave yourself short

How much should you insure for?

It's up to you to make sure that the amount you insure for represents the full value of your property.

For Buildings, this means the full cost of rebuilding your property, including any outbuildings. You also need to think about any extra costs involved in rebuilding, such as demolition, architects' and surveyors' fees. And there could be additional costs in meeting the requirements of your local authority.

For Contents and Personal Belongings this means the full cost of replacing all the property at today's prices (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value).

It's important that you insure for the full amount as the sums insured are the maximum that we will pay in the event of a claim.

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 complaints procedure does not affect your right to take legal action.

Important information about your policy wording

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 11, unless otherwise shown for any policy section.

Please read this policy booklet together with **your schedule**. These set out the cover **you** have chosen, plus any limits that apply.

If any details are incorrect or if it does not provide the cover **you** need, please return the **schedule** immediately to **your** insurance adviser.

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 later.

If **you** wish to cancel, and **your** 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 **your** 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.

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

If **you** do not exercise **your** right to cancel **your** policy it will continue in force and **you** will be required to pay the premium.

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

Administration charge

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any adjustments **you** make to **your** policy.

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.

Important information about your policy wording continued

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, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

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 fscs.org.uk or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

The Contract of Insurance and Information 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** household insurance policy booklet and optional covers booklet where applicable;
- information contained on **your** application and/or "Information Provided by You" document as issued by **us**;
- **your schedule**;
- any clauses endorsed on **your schedule**;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

In return for **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.

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 **us** about the following changes:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom or shower room,
- any change to the people insured, or to be insured,

The Contract of Insurance and Information and Changes we need to know about continued

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

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.

Definitions

Wherever the following words or phrases appear in this policy, they will be shown in **bold** and 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, 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**.

Contents

Household items and personal belongings:

- that **you** own;
- that **you** are legally responsible for;
- that belong to domestic employees who live with **you**.

This includes **personal money** up to £750, visitors' personal belongings up to £1,000 and **homeworking equipment** up to £5,000 (no one item can be worth more than £1,500).

The definition of **contents** does not include:

- property insured by any other insurance policy;
- securities (stocks and 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 **your home** including ceilings, wallpaper and the like;
- items used for business or professional purposes other than **homeworking equipment**;
- any living creature.

Excess

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

Heave

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

Home

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

Homeworking equipment

Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answerphones all used for business or professional purposes.

Landslip

Movement of land down a slope.

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your 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 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.

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**.

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.

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

Not lived in by **you** or by anyone who has **your** permission.

Valuables

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

We, Our, Us

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

You, Your

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

Contents section

This section applies only if it is shown on your schedule.

Exclusions applying to the contents section

Anything set out in the **General Exclusions** on page 42.

£100 excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems. No excess applies to Sections J, M and P.

The following exclusion applies to all sections, except Sections G and M.

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

Cover Section A

Contents in the home

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.

Exclusion applying to 1b

Loss or damage that happens gradually.

2. Storm or flood.
3. a. Riot, civil unrest, strikes and labour or political disturbances.
b. Malicious acts.

Exclusion applying to 3a

Loss of or damage to the contents of freezers or fridges caused by a power cut due to a deliberate act, or strikes by the company (or its employees) supplying your power.

Exclusions applying to 3b

Malicious damage caused by:

- you;
- paying guests or tenants.

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

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

Exclusion applying to 4b

Loss or damage caused by domestic animals.

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

Exclusion

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

6. Oil leaking from a fixed heating system.

Exclusion

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

7. Theft or attempted theft.

Exclusions

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

*Theft by deception, unless deception is used only to enter 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;*
- if **you** live in a non-self-contained flat, unless someone has broken into or out of the **building** by using force and violence or has got into the **building** 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:

- you**;*
- paying guests or tenants.*

We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).

8. Falling radio or television aerials and dishes, and their fittings and masts.
9. Subsidence or heave of the land that the **home** stands on, or landslip.

Exclusion

Damage resulting from the coast wearing away.

Damage caused by faulty materials, design or poor workmanship.

10. Falling trees or branches.

Section B

Contents temporarily removed from the home

Loss of or damage to **contents** by any of the causes listed under Section A while temporarily removed from **your home** to:

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

We will not pay more than £10,000 for any one incident.

Exclusions applying to a

We will not pay more than £2,500 for property in outbuildings.

*Theft of **personal money**, unless someone has broken into or out of a **building** by using force and violence.*

Exclusions applying to b

We will not pay more than £2,500 for property in outbuildings.

*Loss of or damage to property that is not in a **building**, caused by storm or flood.*

*Loss or damage by theft, unless someone has broken into or out of a **building** by using force and violence.*

*Loss or damage if **contents** have been removed for sale or exhibition, or placed in a furniture depository.*

Section C

Accidental damage to audio, video and computer equipment

Accidental damage to:

- a. radios, televisions, video players and recorders, home computers, recording and audio equipment in **your home**;
- b. receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to **your home**;
- c. **Homeworking equipment** in the **home**.

Exclusions

Electrical or mechanical breakdown.

Computers or computer equipment designed to be portable.

Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.

Loss in value.

Damage caused by:

- *chewing, scratching, tearing or fouling by domestic animals;*
- *wear and tear;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *failure to use in line with the manufacturer's instructions;*
- *anything that happens gradually.*

Section D

Glass and mirrors

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **home**.

Section E

Contents in the open

Loss of or damage to **contents** by any of the causes listed under Section A happening in the open on land belonging to the **home**.

We will not pay more than £2,000 for any one incident.

Exclusions

*Loss or damage that happens after the **home** has been left **unfurnished** for more than 60 days in a row.*

Loss of or damage to pedal cycles.

Section F

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.

Section G

Food in freezers

Loss of or damage to food stored in any domestic freezer in **your home** caused by:

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

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

Exclusion

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

Section H

Fuel and metered water

Accidental loss of:

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

Section I

Alternative accommodation

If the **home** is damaged by any cause listed under Buildings Section A and as a result cannot be lived in, **we** will pay for any reasonable additional accommodation expenses for **you** and **your** domestic animals;

until the **home** is ready to be lived in.

We will not pay more than £10,000 for any one incident.

When **we** refer to reasonable accommodation expenses in this section this means that **we** will pay for alternative accommodation for **you** and **your** domestic pets taking all of the circumstances of **your** claim into account, including factors such as **your** own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. **We** will be happy to discuss this with **you** and may also be able to offer assistance in finding accommodation in difficult circumstances.

Section J

Fatal injury benefit

We will pay £5,000 if **you** die as a direct result of injury caused in the **home** by fire, explosion, lightning or intruders. For **us** to pay a claim, **your** death must happen within three months of the incident.

Section K

Household removals

Loss of or damage to **contents** while being moved by professional furniture removers from **your 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**.

Exclusions

Personal money, coins, jewellery, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind.

Section L

Wedding gifts

The **sum insured** under the **contents** section is automatically increased by £5,000 during the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

Section M

Occupiers', personal and employer's liability

(see important note overleaf)

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**;
- 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 £2,000,000 for any one incident, unless a claim is made against **you** by any person **you** employ where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £10,000,000).

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

Exclusions

Liability in connection with the following:

- a. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- b. aircraft other than pedestrian controlled toys or models;
- c. caravans;
- d. boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian-controlled toys or models;
- e. **you** living in or occupying land or **buildings** other than **your home** or its grounds;
- f. **you** owning land, **buildings** or other fixed property;
- g. deliberate or malicious acts;
- h. the transmission of any communicable disease or virus by **you**;
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- j. under 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 or illness of an employee working for **you**:

- exclusions (b – i) and (k) will not apply;
- exclusion (a) 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 web site (opsi.gov.uk) or contact the Citizens Advice Bureau.

Section N

Tenant's liability

We will provide cover up to £15,000 if you are legally responsible as a tenant for the following:

- a. loss of or damage to **your home** and landlord's fixtures and fittings by any of the causes listed under Section A;
- 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 which form part of **your home**;
- c. **accidental damage** to cables or underground pipes which provide services to or from the **buildings** and septic tanks and drain inspection covers.

Exclusions

Loss or damage excluded in Section A.

*Loss or damage that happens while **your home** has been left **unfurnished**.*

Exclusion applying to c

Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

Section O

Title deeds

We will pay the cost of preparing new title deeds to **your home** (up to £2,500) if they are lost or damaged by any of the causes listed under Section A.

Section P

Emergency access

Damage to **contents** following necessary access to **your home** to deal with a medical emergency or to prevent damage to **your home**.

Section Q

Other accidental damage

This extension to cover applies only if it is shown on **your schedule**.

Other **accidental damage** to the **contents** while in **your home**.

Exclusions

Food in freezers, clothing, contact lenses, stamps and pedal cycles.

Loss in value.

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

Damage caused by:

- *wear and tear, light, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;*
- *damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under Section A, please refer to pages 13 and 14);*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *electrical or mechanical breakdown;*
- *paying guests or tenants.*

Damage excluded in Section A.

*Loss or damage happening while **your home** or any part of it is lent, let or sublet.*

*Anything set out in the **General Exclusions** on page 42.*

Section R

Religious festivals

We will increase the **sum insured** under the **contents** section by £5,000 during any month in which **you** celebrate a religious festival to cover gifts and food bought for the occasion.

Sum insured condition

At all times, the **sum insured** must be adequate to cover the full cost of replacing **your contents** 'as new' (apart from clothing and household linen, where **we** may make a deduction for wear and tear and loss in value).

If at the time of a loss **your 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.

Settling contents claims

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

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost us to replace the item as if it were new.

A deduction for wear and tear will apply for:

- clothing and household linen;
- property that doesn't belong to **you**, unless **you** are legally responsible for the cost of replacement as new under the terms of an agreement.

What we will pay

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

For **Valuables**:

- a. **we** will not consider any one item to be worth more than the **valuables** single article limit shown on **your schedule**, unless it is insured as a separate item;
- b. the total value of all **valuables** must not be more than the limit shown on **your schedule**.

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

Pairs, sets and suites

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

- a set (other than a pair);
- a suite;
- any other item of a uniform nature, design or colour, including carpets;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Personal Belongings section

This section applies only if it is shown on your schedule.

Cover

Loss of or damage to **your** property (shown on **your schedule**) anywhere in the world.

Exclusions applying to the personal belongings section

Anything set out in the **General Exclusions** on page 42.

£100 excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems.

*Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than £1,000 for any one incident of theft from an unattended vehicle.*

Loss or damage caused by wear and tear, the process of cleaning, washing, repairing or restoring any item, light, weather conditions, moth, vermin or anything that happens gradually.

Loss in value.

Damage to sports racquets, sticks, bats and clubs while in play.

Confiscation or detention by Customs or other officials.

Electrical or mechanical breakdown.

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.

Loss or damage which can be claimed under other insurance.

Theft, attempted theft or malicious damage caused by:

- **you**;
- *paying guests or tenants.*

*Theft by deception, unless deception is used only as a way to get into the **home**.*

*Damage to **your** property caused by or resulting from that property (or part of that property) failing to correctly recognise or respond to any date.*

Description of property and special terms applying to clothing and personal belongings, personal money, credit and debit cards and pedal cycles Section A

Clothing and personal belongings

Personal belongings (including clothing, jewellery, watches, furs, binoculars, and musical, photographic and sports equipment).

You do not have to tell us about changes to property insured under this heading (even if you buy or sell anything), unless the **sum insured** is no longer adequate or any individual item is worth more than the single article limit shown on **your schedule**.

Exclusions applying to clothing and personal belongings only

Personal money and credit and debit cards.

Skis (including sticks and bindings), snowboards, water skis, subaqua (diving) equipment, camping equipment and riding tack.

Contact and corneal cap or micro lenses.

Securities (stocks and shares).

Furniture, furnishings, household goods and equipment, food and drink.

Business goods and equipment.

Motorised vehicles, aircraft, boats, boards and craft that are designed to be used on or in water, caravans, trailers and cycles, and the parts, spares and accessories of any of these.

Any living creature.

Section B

Personal money and credit and debit cards

Personal money and credit, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes.

Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any unauthorised person (or people) following the loss or theft of any card (together with all costs and expenses we have agreed to pay), arising before the card-issuing company has been told about the loss, as long as you keep to the terms of the card.

Exclusions applying to personal money and credit and debit cards only

Shortages due to error or omission.

Losses not reported to the police.

Losses of credit, debit, cheque guarantee and cash cards not reported to the card-issuing company within 24 hours of discovering the loss.

Any business credit/debit cards.

Section C

Pedal cycles

Loss of or damage to **your** pedal cycles.

Exclusions applying to pedal cycles only

Loss or damage while being used for track racing or business purposes.

Theft unless the cycle is:

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

Loss of or damage to accessories, unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

Sum insured condition

At all times, the **sum** (or sums) **insured** must be adequate to cover the full cost of replacing **your** personal belongings 'as new' (apart from clothing, where **we** may make a deduction for wear and tear and loss in value).

If at the time of a loss **your 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.

Settling personal belongings claims

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

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost us to replace the item as if it were new.

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 against each item on **your schedule**.

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

Pairs, sets and suites

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

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

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Buildings section

Your policy does not cover wear and tear. Please refer to Page 4 "Helpful and important information about your insurance" for more information.

This section applies only if it is shown on your schedule.

Exclusions applying to the buildings section

Anything set out in the **General Exclusions** on page 42.

*£100 excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems (but not for **subsidence, heave and landslip**, where the **excess** is £1,000).*

No excess applies to Sections F, H and I.

The following exclusions apply to all sections, except Section I:

*Loss of or damage to any appliance forming part of the **buildings** from that appliance failing to correctly recognise or respond to any date.*

*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 tradesman **we** have approved.*

Cover Section A

The buildings

Loss of or damage to the **buildings** caused by any of the following.

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

Exclusion applying to 1b

Loss or damage that happens gradually.

2. Storm or flood.

Exclusions

Loss or damage by frost.

Loss of or damage to fences, gates and hedges.

3. a. Riot, civil unrest, strikes, and labour or political disturbances.
b. Malicious acts.

Exclusions applying to 3b

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

Loss or damage caused by:

- **you**;
 - *paying guests or tenants.*
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.

Exclusions

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

*Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **home**.*

***Subsidence, heave or landslip** caused by water escaping from the **home**.*

6. Oil leaking from a fixed heating system.

Exclusion

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

7. Theft or attempted theft.

Exclusions

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

Loss or damage caused by:

- **you;**
 - *paying guests or tenants.*
8. Falling radio and television aerials and dishes, and their fittings and masts.
 9. **Subsidence or heave** of the land that the **buildings** stand on, or **landslip**.

Exclusions

*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**.*

*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 resulting from the coast wearing away.

Damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.

*Damage caused by **settlement** or shrinkage or expansion of parts of the **building**.*

Damage caused by faulty materials, design or poor workmanship.

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.

Exclusions

Costs **you** have to pay for:

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

Other expenses

If **we** accept a claim under Section A, **we** will also pay for the following.

- a. Architects' and surveyors' fees necessary for restoring the **buildings**.

The amounts **we** pay for these fees must not be higher than that authorised by the relevant professional institute.

- b. The necessary cost of removing debris and 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 by-laws.

Exclusion applying to a

Fees for preparing any claim.

Exclusion applying to c

*Any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.*

Section B

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause listed under Buildings Section A 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:

- any reasonable additional accommodation expenses for **you** and **your** domestic animals;

until the **home** is ready to be lived in.

We will not pay more than £100,000 for any one incident.

Section C

Damage to services

Accidental damage to:

- a. cables and underground pipes which provide services to or from the **buildings**;
- b. septic tanks and drain inspection covers; **you** are legally responsible for.

Under a. **we** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer

When **we** refer to reasonable accommodation expenses in this section this means that **we** will pay for alternative accommodation for **you** and **your** domestic pets taking all of the circumstances of **your** claim into account, including factors such as **your** own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. **We** will be happy to discuss this with **you** and may also be able to offer assistance in finding accommodation in difficult circumstances.

and the **home**, that you are legally responsible for, if this is necessary because normal methods of releasing the blockage are unsuccessful.

Exclusion applying to a

Damage due to a fault or limit of design, manufacture, construction or installation.

Section D

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.

Section E

Fixed glass and sanitary fittings

The accidental breaking of fixed glass and sanitary fittings, which form part of the **buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

Exclusion

*Breakage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

Section F

Emergency access

Damage to the **buildings** caused by forced access to deal with a medical emergency or to prevent damage to the **home**.

Section G

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 and repair the source of the leak and making good. **We** will not pay more than £5,000 for any one incident.

Section H

Emergency access garden

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

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

Section I

(see the important note below)

Your liability to the public

Your legal liability as owner of the **buildings** 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:

- a. from **you** owning the **buildings**;
- b. 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.

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

We will not pay more than £2,000,000 for any one incident. We will also pay all **your** costs and expenses that **we** have already agreed to in writing.

Exclusions

Liability:

- *as occupier of the **buildings**;*
- *for accidental bodily injury or illness to any person **you** employ if the injury or illness happens as a result of or in the course of their employment by **you**;*
- *for loss of or damage to property which belongs to **you** or is in **your** care;*
- *in connection with any **motorised vehicle**;*
- *under any agreement except to the extent that **you** would have been liable without that agreement;*
- *in connection with **your** trade, business or profession;*
- *under b. if it is covered by other insurance.*

Important Note

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

Accidents that happen in the buildings or on land are nearly always the legal responsibility of the occupier (the person who lives in the **building** or on the land) rather than the owner.

If **you** are the owner and the occupier of the buildings, please remember that this buildings **insurance** does not cover **your** legal liability as the occupier of the **home** or its land.

To protect yourself, **you** will need to arrange **contents** insurance which provides **occupier's liability** cover.

Defective Premises Act 1972

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

Section J

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.

Section K

Accidental damage

This extension to cover applies only if it is shown on **your schedule**.

All other **accidental damage** to the **buildings**.

Exclusions

Maintenance and normal redecoration costs.

Damage excluded in Section A.

Damage caused by:

- *wear and tear, settlement, shrinkage, vermin, insects, fungus or anything that happens gradually;*
- *damage caused by water entering the home regardless of how this happened (please note – certain water damage is covered under Section A, please refer to pages 24 and 25);*
- *faulty materials, design or poor workmanship;*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *building renovations, alterations, extensions or repairs;*

- *paying guests or tenants;*
- *anything set out in the General Exclusions on page 42.*

Sum insured condition

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

If at the time of a loss **your 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.

Settling buildings claims

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

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If we are able to replace property, but we agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

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**.

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

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

Pairs, sets and suites

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

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

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

See also the **General Conditions** on page 38.

Family Legal Protection

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

Family Legal Protection 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.

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 051 1701*

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

Making a Claim

To make a claim call **us** on 0800 051 1701*

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

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**.

In determining whether or not costs are reasonable, Arc will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question acceptable. Specific factors Arc will take into account in making this determination are:

- The amount of money at stake
- The complexity of the case
- The geographical location of the policyholder and the other party to the action
- The stance of the other party
- The level of legal costs that would normally be incurred in using a specialist panel solicitor.

- 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 1701* for assistance.

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

Home

The policyholder's permanent private residence as shown on **your 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 the clinical care of an insured person.

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 below) 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.

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;
 - 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

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.

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.

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 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.*
- 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 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.*
- 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 (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 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.

Family Legal Protection 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 42.

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.

Family Legal Protection Conditions

The following conditions apply to this section.

Also refer to the General Conditions section shown on page 38.

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 a payment into Court or any offer where the **appointed representative** advises that this is a reasonable payment or offer, **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 **cost 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 6.

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 Family Legal Protection.

1. 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 this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- b. All property insured by this policy must be maintained 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;
- any 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 which is likely to lead to a claim under this policy, you must:

- a. tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- b. contact us as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not less than 7 days after becoming aware of the damage, and provide all relevant information we need to settle your claim;

- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**;
- d. send **us** all correspondence, legal documents or any other document unanswered;
- e. avoid discussing liability with anyone else without **our** permission.

To help us settle your claim

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

Our rights

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

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

- b. No property may be abandoned to **us**.

Limit

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

- a. up to the limit shown in this policy booklet or on **your schedule** (less any amounts already paid as compensation);

- 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.

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 tell the police.

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 premiums

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

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

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

Monthly instalments under a credit agreement

- b. If **you** are paying **your** premium using **our** 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. 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).

If the credit agreement requires **you** to pay a deposit, **you** are required to pay the deposit by the date the insurance starts or the policy will not be valid.

If **you** require clarification on which of the above sections are applicable, please contact **your** insurance adviser.

8. Cancelling this policy

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 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 £10 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

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

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** do not pay the premium by the due date (or any 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).

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 £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.

10. Arbitration

If **we** have accepted **your** claim but disagree with the amount **we** should pay, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

11. Index Linking

Where **you** have specified the **buildings** and personal belongings **sums insured** on **your schedule**, **we** will change these **sums insured** each month and update each year at the renewal date as follows:

- a. **Buildings** - in line with any increase in the level of House Rebuilding Cost Index or any suitable alternative index **we** choose. Index-linking the **buildings sum insured** will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.
- b. Specified personal belongings (but not unspecified clothing and personal belongings, **personal money**, credit and debit cards and pedal cycles where the **sums insured** are not index linked) - in line with any increase in the level of Retail Prices Index or any suitable alternative index **we** choose.

- c. Pedal cycles - if **you** have chosen to increase the limit of pedal cycles cover to a greater amount than is automatically provided under the personal belongings section, this higher limit will be index linked.

Where **we** have provided **you** with blanket levels of cover under **buildings** or **contents**, index linking will not apply.

The amended **sums insured** and renewal premium will be shown on **your** renewal notice. However, **we** will not reduce **sums insured** if an index value reduces, unless **you** ask **us** to do so.

If **you** are unsure of which of the above sections are applicable please contact **your** insurance adviser.

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 foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil unrest 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 on Terrorism applies only in respect of the Buildings, Contents 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. Radioactivity

Loss, damage or liability which involves:

- a. *ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;*
- 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 or Criminal Acts

Any loss or damage

- *deliberately caused by; or*
- *arising from a criminal act committed by; **you**, or by any other person living with **you**.*

8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.



Aviva Insurance Limited.

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