

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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Legal and Tax Assistance Free advice on 0800 051 1701*.

You can benefit from the following expert advice through our free 24-hour legal and tax helpline.

Legal advice

This service 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

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

Advice is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

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

Our service to you Complaints procedure.

Our Promise of Service

Our goal is to provide excellent service to all our customers, but we realise that occasionally things do go wrong. If so, we take any complaint seriously and aim to resolve any problems as soon as possible.

To make sure we provide the kind of service you expect, we welcome your feedback. We'll take your comments on board to make sure we continually improve our service.

What will happen if you complain?

- We'll acknowledge your complaint within two working days of receiving it.
- We aim to resolve complaints, following assessment and investigation, as soon as possible.

Most concerns can be resolved quickly, but sometimes we'll need to go into more detail. If this looks likely we'll update you about the situation within 10 working days of receiving your complaint and let you know when you can expect to hear from us.

What to do if you're not happy

If you're unhappy with any aspect of the handling of your insurance, first contact your insurance adviser or your usual Aviva point of contact. You can write to us or telephone us, whatever suits you best, and ask your contact to review the problem.

If you're still unhappy with the decision you receive from Aviva, you can write to: Chief Executive UK Insurance, Aviva, PO Box 6, 8 Surrey Street, Norwich NR1 3NS.

If you're dissatisfied with our final decision (from the Chief Executive Officer) you can always refer the matter to the Financial Ombudsman Service (FOS). We'll provide full contact details of both our Chief Executive Officer and the FOS when we respond to your complaint.

Our service to you, cont.

We're bound by the decision of the FOS, but you're not. By following our complaints procedure your legal rights are not affected.

Financial Services Compensation Scheme

We're members of the Financial Services Compensation Scheme (FSCS). If we don't meet our obligations you may be entitled to compensation from this scheme, 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 by writing to:

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

Your cancellation rights

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

If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid.

Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered. This is calculated on a pro-rata basis. There may also be an additional charge to cover the administration cost of providing the policy. Please contact your insurance adviser for precise details of the position applying under your policy.

To cancel your policy please contact your insurance adviser at the address shown on your Policy Schedule.

If you don't cancel your policy it will continue in force and you'll need 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

If you make any adjustments to your policy we reserve the right to apply a charge (subject to Insurance Premium Tax where applicable). Please contact your insurance adviser for precise details of the position applying under 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 if they are subsequently removed after the statutory cancellation period. Please contact your insurance adviser for precise details of the position applying under your policy.

Customers with disabilities

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

How to claim

If you want to make a claim under this policy, please contact your insurance adviser.

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 payouts for any claim.

Index linking

The sums insured in the Schedule will be changed each month and updated each year at the renewal date as follows:

- a. Personal Belongings – in line with any increase in the level of the Retail Prices Index or any suitable alternative index we choose.
- b. Buildings – in line with any increase in the level of the House Rebuilding Cost Index or any suitable alternative index we choose.

The amended sum (or sums) insured and renewal premium will be shown on your renewal notice.

Your House Introduction to the policy wording.

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 aren't right or if it doesn't provide the cover you need, please return the Schedule to your insurance adviser immediately.

The contract of insurance

This policy is a contract between you and us, Aviva Insurance Limited, and is based on the information you gave us when you applied for this insurance.

In return for your premium, we will provide the cover shown in the Schedule during the period of insurance.

Choice of law

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

- a. you and we, the Insurer, 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.

Changes we need to know about

Please tell your insurance adviser immediately if there are any changes which may affect this insurance.

For example:

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

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Definitions

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

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Republic of Ireland, Channel Islands and 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 in the Schedule.

Contents

Household items and personal belongings:

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

This includes **Personal money** up to £500, 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;
- **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**; or
- any living creature.

Excess

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

Home

The house or flat and its outbuildings, used only for domestic purposes.

Homeworking equipment

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

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; and
- pedestrian-controlled toys and models.

Period of insurance

The period of time the insurance is provided for under this policy, as set out in the Schedule, and any other period the policy is renewed for.

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.

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.

You, Your

The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them.

Contents section

This section applies only if it is shown on the **Schedule**.

Exclusions applying to the contents section

See also the General Exclusions on page 39.

£60 Excess (apart from sections J, M and P where there is no **Excess**).

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 to strikes by the company (or its employees) supplying **Your** power.*

Exclusions applying to 3b

Malicious damage caused by:

- **You**; or
- 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:
 - a. aircraft or other flying objects, or anything falling from them; or
 - b. 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 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 **Building** 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; or
- 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.

Loss or damage caused by:

- **You**; or
- 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.

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**; or
- b. anywhere else in the **British Isles**.

We will not pay more than £5,000 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 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**; or
- c. **Homeworking equipment** in the house or flat.

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; or*
- *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 house or flat.

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 £1,000 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:

- external doors of the **Home**; or
- 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 rise or fall in temperature; or
- 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 of the company (or its employees) supplying **Your** power.*

Section H

Fuel and metered water

Accidental loss of:

- domestic heating fuel; or
- metered water up to £1,000.

Section I

Alternative accommodation

If **Your** house or flat is damaged by any cause listed under section A and, as a result, it cannot be lived in, **We** will pay any reasonable extra accommodation expenses until **Your** house or flat is ready to be lived in.

We will not pay more than £7,000 for any one incident.

Section J

Fatal injury benefit

We will pay £5,000 if **You** die as a direct result of injury caused in **Your 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 £3,000 during the 30 days before and 30 days after **Your** wedding day to cover wedding gifts.

Section M

Occupiers', personal and employer's liability

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

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

happening during the **Period of insurance** in:

- the **British Isles**; or

- the rest of the world for temporary visits;

and arising:

- as occupier (not as owner) of the **Home** and its land; or
- in a personal capacity (not as occupier or owner of any **Building** or land); or
- 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. *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, unless You would have been liable without the 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; and*
- 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; and
- exclusion (a) will not apply unless cover or security is needed under any of the Road Traffic Acts.

Section N

Tenant's liability

We will provide cover up to £8,000 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); or
 - 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 the 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 loss of the insured incident itself.

Damage caused by:

- *wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *electrical or mechanical breakdown; or*
- *paying guests or tenants.*

*Damage excluded in other parts of the **Contents** section.*

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

Section R

Religious festivals

We will increase the sum insured under the **Contents** section by £3,000 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 or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for:

- clothing and household linen; and
- 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 in the Schedule.

For **Valuables**:

- a. **We** will not consider any one item to be worth more than the **Valuables** single article limit shown in the Schedule, unless it is insured as a separate item; and
- b. the total value of all **Valuables** must not be more than the limit shown in the 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; or
- 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 the Schedule.

Cover

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

Exclusions applying to the personal belongings section

See also the General Exclusions on page 39.

£60 Excess.

*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.*

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 loss 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**; or
- 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 the 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, and 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.

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 while away from the **Home**, unless in a **Building** or securely locked to an object that cannot be moved.*

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 or by payment. If **We** are able to replace property, 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 against each item in the 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 in the 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; or
- 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

This section applies only if it is shown on the Schedule.

Exclusions applying to the buildings section

See also the General Exclusions on page 39.

£60 Excess (but not for subsidence, heave and landslip, where the Excess is £1,000).

No Excess applies to sections E and G.

The following applies to all sections, except section G:

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; or
 - paying guests or tenants.
4. Being hit by:
 - a. aircraft or other flying objects, or anything falling from them; or
 - 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 caused by:

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

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

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** know that any of the **Buildings** have already been damaged by subsidence, heave or landslip, unless **You** have told us about this and **We** have 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 normal settlement or shrinkage, or by recently placed infill material moving.

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; or
- 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; or
- 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 bye-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 house or flat is damaged by any cause listed under section A and, as a result, it cannot be lived in, **We** will pay:

- a. any ground rent **You** still have to pay, for up to two years; or
- b. any reasonable extra accommodation expenses

until the house or flat is ready to be lived in.

We will not pay more than 20% of the **Buildings** sum insured 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**; and
- 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 and the **Home** 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

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 house or flat has been left **Unoccupied** or **Unfurnished** for more than 60 days in a row.*

Section E

Emergency access

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

Section F

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 G

(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; or
- accidental loss of or damage to property

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

- a. from **You** owning the **Buildings**; or
- 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, unless **You** would have been liable without the agreement;*
- *in connection with **Your** trade, business or profession; or*
- *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.

Section H

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 I

Accidental damage

This extension to cover applies only if it is shown on the Schedule.

All other **Accidental damage** to the **Buildings**.

Exclusions

Maintenance and normal redecoration costs.

*Damage excluded in other parts of the **Buildings** section.*

Damage caused by:

- *wear and tear, settlement, shrinkage, vermin, insects, fungus, weather conditions or anything that happens gradually;*
- *faulty materials, design or workmanship;*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *building renovations, alterations, extensions or repairs; or*
- *paying guests or tenants.*

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 or by payment. If **We** are able to replace property, 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 in the Schedule.

We will not pay for any reduction in the market value of the **Home** after the damaged parts of the **Home** have been replaced, reinstated or repaired.

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; or
- 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.

Caravan section

This section applies only if it is shown on the Schedule.

Exclusions applying to the caravan section

See also the General Exclusions on page 39.

£60 Excess.

No Excess applies to section B.

Geographical limits

British Isles, Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Norway, Portugal, Slovakia, Spain, Sweden and Switzerland (including Liechtenstein).

Section A

The caravan

Loss of or damage to:

- a. the caravan as described in the Schedule, and its fixtures, fittings, furnishings and utensils while in the caravan; or
- b. caravanning and camping equipment.

Exclusions

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

Theft of fixtures, fittings, furnishings and utensils from the caravan while unattended, unless the caravan is securely locked and force and violence are used to get into it.

Loss of use.

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

Loss of or damage to motor caravans, personal belongings or luggage.

Business or professional use or letting out on hire.

Electrical or mechanical breakdown.

Confiscation or detention by Customs or other officials.

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

Loss in value.

Section B

Public liability

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

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

happening during the **Period of insurance** within the geographical limits.

We will treat as **You** any person who is in charge of the caravan with **Your** permission, as long as that person is not entitled to indemnity under any other policy. They must keep to the terms, exclusions and limitations of this policy, to the extent that they can apply.

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

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. owning, possessing or using any **Motorised vehicle**;*
- b. any agreement, unless **You** would have been liable without the agreement;*
- c. bodily injury or illness to any person **You** employ where the injury or illness happens as a result of or in the course of their employment by **You**; and/or*
- d. loss of or damage to property which belongs to **You** or is in **Your** care or control.*

Sum insured condition

For caravans that are up to 24 months old, the sum insured must be enough to cover the cost of replacing the property as new. However, for caravans over 24 months old, **You** should make an appropriate allowance for wear and tear and loss in value.

Settling caravan claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment.

When **We** settle a claim for loss or damage under section A, the basis of settlement will be:

- a. in the event of part loss or damage resulting from any one incident, the reasonable cost of repair or restoration that is not more than the sum insured shown in the Schedule; or
- b. in the event of total loss, **Our** liability will not be more than the sum insured shown in the Schedule. **We** will make a deduction for wear and tear and loss in value, other than for the caravan if a total loss happens within 24 months of buying it as new.

We will also pay:

- a. the reasonable cost of protecting the caravan and removing it to the nearest repairer if it cannot be moved because of loss or damage insured under section A;
- b. the reasonable cost of delivering it to your address as shown in the Schedule, after the loss or damage has been repaired.

Personal Accident section

This section applies only if it is shown on the Schedule.

Definitions

These definitions apply as well as those shown on pages 7 – 9.

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

Accidental injury

Accidental injury (including exposure to the weather) but not including any sickness, disease or medical disorder.

Child, Children

Your unmarried, dependent **Children** (including stepchildren and legally adopted **Children**) who are permanently living with **You**.

Cover

Accidental death benefit

If, during the **Period of insurance**, **You** suffer **Accidental injury** which is the only cause of and results in **Your** death within 12 months of the injury from which the claim arises, **We** will pay £20,000 (£2,500 for **Children**).

Disappearance

If, after **We** have examined all the available evidence, **We** are satisfied that **Your** disappearance is the result of an accident and **You** can be presumed dead, **We** will pay the death benefit. If, at any time after **We** have paid the benefit **You** are found to be living, the payment must be refunded to **Us**.

Exclusions

See also the General Exclusions on page 39.

Accidental injury caused by or resulting from:

- *You serving on active duty in any armed force;*
- *suicide or intentional self-injury;*
- *flying as a pilot or crew member of any aircraft; or*
- *alcohol or drugs taken by You (apart from drugs taken under medical supervision, but not for treating drug addiction).*

Age limits

Cover is provided for:

- **Children** from the age of six months (up to the end of the **Period of insurance** during which they reach 20); and
- **You** (other than **Children**) up to the end of the **Period of insurance** during which **You** reach 75.

Settling claims

If **You** need to make a claim under this section, please contact your insurance adviser. If **We** ask for any medical certificates and other evidence **We** may need, **You** must send these to **Us**. **You** will have to pay the cost of doing this.

We will only pay the benefit to **Your** legal representative. When they receive the benefit, **Our** liability will end.

We will not pay interest on any claim in the event of a time delay between **Your** death and paying the benefit.

Home and Garden section

This section applies only if it is shown on the Schedule.

Cover Section A

Garden cover

If **Your** garden is damaged by:

- a. fire, explosion, lightning, malicious acts or riot, theft or attempted theft; or
- b. being hit by vehicles, animals or aircraft or anything falling from them

We will pay the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

Section B

Pairs, sets and suites

We will pay for the cost of any undamaged items of **Contents** forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to a specific part or within a clearly identifiable area;

- replacements cannot be matched; and
 - repair cannot be carried out satisfactorily.
- a. The most **We** will pay for **Contents** (other than **Valuables**) is the sum insured shown on the Schedule.
 - b. The most **We** will pay for **Valuables** is the single article limit shown on the Schedule (except for **Valuables** specified under the **Contents** section, where the most **We** will pay is the sum insured shown against each item).

If **We** ask, **You** must give **Us** any undamaged parts of the pair, set, suite or other item.

Sports section

This section applies only if it is shown on the Schedule.

Definitions

These definitions apply as well as those shown on pages 7 – 9.

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

Accidental injury

Accidental injury (including exposure to the weather), but not including any sickness, disease, gradual cause, naturally-occurring condition or medical disorder.

Child, Children

Your unmarried, dependent **Children** (including stepchildren and legally adopted **Children**) who are all permanently living with **You**.

Cover Section A

Accidental death benefit

We will pay £15,000 (£2,500 for **Children**) if, during the **Period of insurance**, **You** suffer **Accidental injury** while taking part in a sporting activity which is the only cause of and results in **Your** death within 12 months of the date of the injury.

Disappearance

If, after **We** have examined all the available evidence, **We** are satisfied **Your** disappearance is the result of an accident and **You** can be presumed dead, **We** will pay the death benefit. If at any time after **We** have paid the benefit **You** are found to be living, the payment must be refunded to **Us**.

Exclusions

See also the General Exclusions on page 39.

Accidental injury caused by or resulting from:

- *taking part in any professional sport or activity;*
- ***You** serving on active duty in any armed force;*

- *suicide or intentional self-injury;*
- *flying as a pilot or crew member of any aircraft;*
- *alcohol or drugs taken by You (apart from drugs taken under medical supervision, but not for treating drug addiction); or*
- *taking part in the following sports or activities:*
 - *flying (other than as a passenger on a scheduled or chartered aircraft) and gliding;*
 - *parachuting;*
 - *mountaineering where ropes or guides are normally used;*
 - *racing of any kind (but not while on foot);*
 - *any diving below a depth of 30 metres; or*
 - *sailing beyond 12 miles from the coastline.*

Section B

Sports club membership – loss of use

We will make a proportionate payment of the yearly club membership fees and subscriptions for each week You are disabled (up to £500 for any one accident) if, during the **Period of insurance**, You suffer **Accidental injury** resulting in total disablement which

entirely prevents You from taking part in any sport You normally play or take part in at or for a club You are a fully paid-up member of.

Exclusions

Accidental injury caused by or resulting from:

- *taking part in any professional sport or activity;*
- *You serving on active duty in any armed force;*
- *flying as a pilot or crew member of any aircraft; or*
- *alcohol or drugs taken by You (apart from drugs taken under medical supervision, but not for treating drug addiction).*

Accidental injury suffered:

- *while taking part in racing by horse, motor or motorcycle;*
- *while mountaineering where ropes or guides are normally used; or*
- *while flying (unless travelling only as a passenger).*

The first four weeks of each period of disablement.

Any physical defect, infirmity, medical condition or chronic (long-lasting) or recurring sickness which existed at or before the start date of this insurance, unless You told Us about it and We have accepted it.

Conditions that apply to section B only

See also the General Conditions on pages 37 – 39.

1. Paying benefit

We will pay benefit when the total amount, at the end of any one period of disablement, has been agreed.

We will need to see medical evidence, proof of membership and invoices for subscriptions or fees **You** pay, and any other information **We** may ask **You** for.

2. Period of payment

We will pay benefit for up to 52 weeks for any period (or periods) of disablement resulting from any one accident. **We** will work out benefit from the 29th day of disablement, up to £500 for any one accident.

3. Releasing **Our** liability

We will pay benefit to **You**. When **You** have received this, **Our** liability to **You** will end.

Settling claims

If **You** want to make a claim under this section, please contact **Your** insurance adviser.

If **We** ask for any medical certificates and other evidence **We** may need, **You** must send these to **Us**. **You** will have to pay the costs of doing this.

We will not pay interest on any claim if there is a time delay between **Your** death and the payment of the benefit.

We will only pay the accidental death benefit to **Your** legal representative.

When they receive the benefit, **Our** liability will end.

Age limits

Cover under sections A and B is provided for:

- **Children** from the age of six months (up to the end of the **Period of insurance** during which they reach 20); and
- **You** (other than **Children**) up to the end of the **Period of insurance** during which **You** reach 75.

Section C

Theft from unattended road vehicles

The cover provided by the Personal Belongings section for theft from a securely-locked vehicle which has been broken into by using force and violence is extended as follows.

The most **We** will pay for any one incident is:

- £2,500 from a locked and concealed boot, concealed luggage compartment or closed glove compartment;
- £1,000 from elsewhere inside the vehicle; or
- £2,500 in total.

Exclusion

£60 Excess.

Section D

Accidental damage to sports equipment

The Personal Belongings section is extended to cover damage to sports racquets, sticks, bats and clubs while in play.

- a. The most **We** will pay for any one incident is £500.
- b. The most **We** will pay in each **Period of insurance** is £1,500.

Exclusion

£60 Excess.

Family Legal Protection

This cover only applies if it is shown in the Schedule and the relevant premium has been paid.

Making a claim

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

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

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

For confidential legal advice or making 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

These definitions apply as well as those shown on pages 7 – 9. 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.

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

Appointed representative

The lawyer or other suitably qualified person appointed by **Us** to act on **Your** behalf.

Costs and expenses

(up to the **Limit of indemnity**)

- 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.

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

Event

The first incident which, in **Our** reasonable opinion, could lead to a claim being made under this section of the policy. In disputes about loss of employment, **Event** means the date the law says **Your** contract of employment comes to an end.

Home

The policyholder's permanent private residence as shown in the 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.

Limit of indemnity

The maximum amount shown in the Schedule which **We** will pay for an **Event**. **We** will treat all **Events** that are linked by cause or time as one **Event**.

Period of insurance

The period of **Your** legal expenses cover, as set out in the Schedule, which is not more than 12 calendar months.

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; and/or
- c. make a successful appeal or defence of an appeal.

Prospects of success will be assessed by **Us** or an **Appointed representative** on **Our** behalf.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We, Our, Us

Aviva Insurance Limited.

You, Your

- The policyholder named in the schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- Members of **Your** family who live with **You** permanently.

Cover

We will insure **You** for any costs and expenses incurred in respect of **Legal proceedings** following an insured incident provided that:

- a. the insured incident occurs within the **Territorial limits** and **Period of insurance**;
- b. any **Legal proceedings** will be conducted within the **Territorial limits**;
- c. **Prospects of success** exist for the duration of the claim;
- d. in respect of any appeal or defence of an appeal, it has been reported to **Us** at least 10 working days prior to the deadline for any appeal;
- e. the maximum amount **We** will pay for **Costs and expenses** in respect of any or all claims arising from one cause is the amount shown in **Your** Schedule; and/or
- f. **You** report an insured incident to **Us** as soon as possible and in any event no later than 180 days after the date **You** knew or should have known about the insured incident.

Insured incidents

1. Personal injury

- a. An event which causes death or bodily injury to **You**.
- b. Physical damage to **Your** personal belongings due to an event which caused death or bodily injury to **You**.

We will not cover any claim relating to:

- *a motor vehicle whilst **You** are driving; and/or*
 - *any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.*
- c. Medical treatment which causes death or bodily injury to **You**.

2. Consumer disputes

- a. A dispute regarding an agreement for the:
 - sale;
 - purchase; or
 - hireof any goods or services by **You** in a personal capacity.

We will not cover any claim:

- *where the amount in dispute is less than £125;*

- where the agreement was made prior to the inception of this section unless **You** have held this or equivalent cover with **Us** or another insurer continuously since the agreement was made;
 - in relation to extending, altering or renovating **Buildings** or parts of them; or
 - relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under section conditions 6 and 7 of this section.
- b. A breach of **Your** legal rights under section 13 of the Data Protection Act 1998.

3. Property disputes

- a. A dispute relating to:
- the interference of **Your** use, enjoyment or right over **Your Home**; and/or
 - physical damage to **Your Home**.

We will not cover any claim:

- in relation to extending, altering or renovating **Buildings** or parts of them;
- relating to subsidence, heave, landslip, mining or quarrying;
- relating to planning law including town and country planning legislation; and/or

- in respect of the defence of a claim relating to damage to **Your Home**, other than defending a counter-claim.
- b. A dispute regarding an agreement for the sale or purchase of **Your** main private residence.

We will not cover any claim:

- where the agreement was made prior to the inception of this section unless **You** have held this or equivalent cover with **Us** or another insurer continuously since the agreement was made.
- c. A dispute with **Your** landlord regarding a tenancy agreement that **You** have entered into to rent **Your Home**.

We will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement; or
- in respect of the defence of a claim other than defending a counter-claim.

4. Employment disputes

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.

Section exclusions

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

Also refer to the General Exclusions shown on page 39.

- a. *If **You** do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if **You** can claim under another policy.*
- b. ***Cost and expenses** incurred prior to **Our** written acceptance of a claim.*
- c. *Any legal action **You** take which **We** have not agreed to or where **You** do anything to hinder **Us** or the **Appointed representative**.*
- d. *Any fines, penalties, compensation or damages which **You** are ordered to pay by a court or other authority.*
- e. *Any claim deliberately or intentionally caused by **You**.*
- f. *Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters.*
- g. *Any claim in respect of libel and slander.*
- h. *A dispute with **Us** other than as catered for in section conditions 6 and 7 of this section.*
- i. *Any claim relating to work by or under the order of government, public or local authority.*
- j. *An application for judicial review.*
- k. *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.*

Section conditions

The following conditions apply to this section.

Also refer to the General Conditions shown on pages 37 – 39.

1. Claims – your duty

You must report an Insured incident to **Us** as soon as possible and in any event no later than 180 days after the date that **You** knew or should have known about the insured incident.

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.
- 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**; or
- c. dismiss an **Appointed representative** without **Our** prior consent, **Our** consent not to be withheld without good reason;

the cover **We** provide will end immediately and **We** will be entitled to re-claim any **Costs and expenses** **We** have incurred from **You**.

5. Recoveries

You must take every available step to recover **Costs and expenses** that **We** have to pay and must pay **Us** any **Costs and expenses** that are recovered.

6. Disputes

If any difference arises between **Us** and **You** in respect of the acceptance, refusal, control or handling of any claim under this section, **You** can take the steps outlined in our complaints procedure stated under **Our** Promise of Service.

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. 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.

2. Your policy

Your policy includes:

- **Your** Schedule;
- the relevant sections of this booklet;
- any extra policy sections shown in **Your** Schedule; and
- any clauses which apply to **Your** cover.

3. Claims

Your duties

As soon as **You** are aware of an incident 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 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 then returned to **You**;
- d. send **Us** all correspondence, legal documents or any other document unanswered; and
- e. avoid discussing liability with anyone else without **Our** permission.

Proof of value and ownership

To help **You** prove any loss, **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 in **Your** name; or
 - 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.

Limit

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

- a. up to the limit shown in the policy (less any amounts already paid as compensation); or
- b. any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying **Costs and expenses** **You** incurred before the payment date.

4. 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.

5. 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.

6. Monthly premiums

If **You** have chosen to pay monthly premiums, these will be due on the start date of insurance shown in the Schedule and on the same date of each following month. If **You** do not pay the first premium, this policy will not be valid. 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.

7. Cancelling this policy

- a. Following the expiry of any 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 may be an additional charge (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy. Please contact your insurance adviser for precise details of the position applying under your policy.

- b. **We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy by sending 14 days' notice to **Your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

If **You** do not pay the premium (or any part of the premium under the payment option **You** have chosen), by the due date, **We** may cancel this policy with effect from the end of the last period for which a payment has been made.

8. 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.

9. 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**.

General Exclusions

This policy does not cover:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing 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 or so claimed in whole or in part for political religious ideological or similar purposes.

*This paragraph 2 on Terrorism applies only in respect of the **Buildings, Contents** and Personal Belongings sections of this policy.*

3. Any action taken in controlling preventing suppressing or in any way relating to 1 or 2 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; or*
- b. *oil leaking from a domestic oil installation at the **Home**.*

Index linking

We will change Personal Belongings and **Buildings** sums insured each month and confirm them each year at the renewal date, in line with published alterations in the level of the Retail Prices Index for personal belongings (but not clothing and personal belongings, **Personal money**, credit and debit cards, and pedal cycles, where sums insured are not index-linked) and the House Rebuilding Cost Index for **Buildings**.

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.

The new 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. 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.



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