



Home Plus Policy

Welcome to Home Plus

Thanks for choosing Home Plus insurance from Aviva.
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.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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.

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.

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.

More helplines Professional advice 24 hours a day

GP Helpline

At Aviva we're always looking for new ways to help our customers and make their lives easier and more convenient. As a result, we have introduced a 24-hour, 365-day GP Helpline to answer any questions you may have about healthcare.

When you need medical advice or information, simply call our GP Helpline on 0800 068 5822.

If you're ill

If you or a member of your household are ill you may speak to a GP who will give you a consultation over the phone.

This service may be beneficial in many different situations. For example, if you are feeling ill at work but have a busy working schedule, you can call for advice from your office rather than waiting for an appointment to speak to your doctor.

Or, if you have a child who is unwell at night, you don't need to wait until the morning for advice from your GP. You can be assured of speaking to a friendly and sympathetic GP for a relaxed and unhurried consultation over the phone.

General healthcare information

For general healthcare information the GP Helpline will be happy to help you with questions such as:

- what injections do you recommend for a visit to Turkey?
- is there an organisation that gives advice to asthma sufferers?
- can you tell me about the latest techniques for dealing with kidney stones?

There's no limit to the number of calls you may make to the GP Helpline and the only cost will be that of the calls themselves.

Helpful information

Each GP Helpline consultation can last up to 15 minutes, depending on your symptoms. However, a GP may decide that a consultation needs to last longer or involve more than one call.

We have designed the GP Helpline to be available 24 hours a day, but there may be some reasonable delay. It is not an emergency service.

Depending on any patient or doctor confidentiality requirements, you may authorise another person to call the GP Helpline on your behalf. By calling the GP Helpline, whether on your or another person's behalf, you authorise us, the GPs and any service providers we use, to use any medical or other information given to us for the purposes of administering and providing services under the insurance contract.

We will not be responsible for any failure in the GP Helpline due to circumstances beyond our reasonable control or that of our service providers.

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 **0345 030 8714**.

Helpful 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 8)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 17, 23 and 26).
 - 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 your 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
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or 0300 123 9123

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.

Information about your policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 10, 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 the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

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

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

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

Administration charge

We reserve the right to apply an administration charge of £10 (plus 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.

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.

Information about your policy continued

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

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** 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** policy, as set out in **your** schedule;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal;
- the information under the heading “Important Information” which **we** provide to **you** when **you** take out or renew **your** policy.

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

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

Information and changes we need to know about

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

Please tell **your** insurance adviser immediately to let **us** know if there are any changes to the information set out in the application form and/or Statement of Fact or on **your** schedule. **You** must also tell **your** insurance adviser immediately to let **us** know about the following changes:

- any intended alteration to, extension to or renovation of **your** property. 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,
- any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule,
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if **your** property is to be **unoccupied** for any continuous period exceeding 60 days, or

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

- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

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

When **we** are notified of a change, **we** will tell **your** insurance adviser if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

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

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

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, the Channel Islands and the Isle of Man.

Buildings

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

b. Fixtures, fittings and decorations.

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

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, and visitors' personal belongings up to £1000.

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;
- 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.

Landslip

Movement of land down a slope.

Definitions continued

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

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.

Buildings section

Your policy does not cover wear and tear. Please refer to Page 4 "Helpful 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 and I.

The following exclusions apply to all sections, except 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 where the rot was directly caused:

- *by an unforeseen event which is covered by **your** policy; or*
- *by repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your** claim.*

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 normal 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 whole 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 those 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 for:

- a. rent payable to **you**;
- b. 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 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**;
 - 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, that **you** are legally responsible for, 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

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.

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 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

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**.

Section H

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 I

(see the important note overleaf)

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.*

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 buyers 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 12 and 13);*
- *faulty materials, design or poor workmanship;*
- *chewing, scratching, tearing or fouling by domestic animals;*

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.

- *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

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.

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.

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:
 - a. aircraft or other flying objects, or anything falling from them;
 - 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 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 the **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 25% of the sum insured 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 the **home**;
- b. receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to 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 the **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

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 for:

- a. rent payable to **you**;
- b. 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 20% of the **contents** sum insured 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 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 the **home** to **your** new permanent **home** (including temporary storage in a furniture depository for up to seven days in a row) in the **British Isles**.

Exclusion

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 toys and models remotely controlled by a pedestrian;*
- 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*
 - *toys and models remotely controlled by a pedestrian;*
- e. **you** living in or occupying land or **buildings** other than the 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**;*

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.

- 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**.

Section N

Tenant's liability

We will provide cover up to 25% of the **contents sum insured** if you are legally responsible as a tenant for the following.

- a. Loss of or damage to the **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 the **home**.

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

Exclusions

Loss or damage excluded in Section A.

*Loss or damage that happens while the **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 the **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 the **home** to deal with a medical emergency or to prevent damage to the **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 the **home**.

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.

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 18 and 19);*
- *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 the 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 does not 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 one third of the total **sum insured** by this section, unless it is 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, and hearing aids.

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

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.

Family Legal Protection

Family Legal Protection only applies if it is shown on **your Schedule**.

How to get assistance – Call us first to get help and advice on 0800 051 1701

1. For confidential legal advice call 0800 051 1701

Our legal helpline is available 24 hours a day, 365 days a year.

Please have **your** policy number ready

- This cover is to help **you** and **your** family, to pursue or defend legal claims. The issues **we** may be able to help with are described in the Insured Events on pages 29 to 31.
 - As soon as **you** become aware of an issue, please call the 24 hour helpline on 0800 051 1701 and **we** will ensure **you** are provided with help and advice on a private legal matter for **you** or a member of **your** household, and **you** can call for advice as many times as **you** need to. It is important that **you** tell **us** about a dispute as soon as possible after it happens as this may improve **your** chances of winning the case (known as prospects of success).
2. **We'll** discuss the issue with **you** and help **you** understand **your** options
 - **We'll** help **you** understand what **your** legal rights are, what course of action is available to **you**, if that action can be taken by **you** or whether **you** need to consult with a **lawyer**. **We** will also advise **you** if **your** issue could be covered under this Family Legal Protection.
 3. If **your** issue is covered under this policy **we'll** provide **you** with a **lawyer**
 - If **your** claim is accepted **we** will provide **you** with a **lawyer** who specialises in the law relating to **your** claim. **You** do not have to find **your** own **lawyer** as **we** have access to a range of leading expert **lawyers** waiting to help **you**.
 4. **You** will be asked to provide evidence
 - Should **you** wish to pursue a claim the **lawyer** will need **you** to provide as much information as possible to support **your** case. This could include: copy of contracts, witness details, correspondence with anyone regarding **your** claim etc. **You** are responsible for providing evidence to support **your** case at **your** own cost.
 5. The **lawyer** will assess **your** case to determine **your** chances of winning
 - The **lawyer** will first assess how likely **you** are to win **your** case. **We** call this 'prospects of success', and **we** explain this further on page 33. The **lawyer** who is acting for **you** decides this.
 - If the **lawyer** believes that **you** are more likely than not to win **your** case then they will pursue it for **you** and **we** will pay their **costs and expenses** up to the amount shown on **your schedule**.
 6. If **you** have sufficient chances of winning **your** case, the **lawyer** will progress it
 - The **lawyer** will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve **your** case with the other side.

7. The case may progress to court

- If an agreement cannot be made, then the case may progress to a court, tribunal or other body who will decide the outcome. **You** may have to attend and give evidence.

8. And **we** will continue to fund the **costs and expenses** up to the limit shown on **your** policy **schedule**

- Providing the prospects of success stay in **your** favour **we** will continue, in line with the terms and conditions of this policy, to pay for the **lawyer's costs and expenses** throughout the claim.

9. Case closure

- If **you** use a **lawyer** provided by Aviva, whether **you** win or lose **you** will not be liable for any payment (unless **costs and expenses** go over above the amount shown on **your** schedule, and options will be discussed with **you** before this situation arises). If **you** are awarded compensation as part of **your** case then **you** keep 100% of the compensation awarded and recovered to **you**.
- If **you** use a **lawyer** of **your** choice and **you** are awarded compensation, **we** cannot guarantee that **you** will be able to keep all of it as a proportion may be retained by **your** **lawyer**.

Your Cover and Insured Events – Call us on 0800 051 1701 as soon as you become aware of an issue

For the insured events described below, which once **we** have agreed to and authorised, **we** will pay **your costs and expenses** to:

- a. pursue or defend a claim for damages;
- b. pursue the enforcement of an agreement;
- c. seek an injunction e.g. to stop a neighbour being noisy;
- d. seek other legal remedy.

The maximum **we** will pay for any one claim is shown on **your schedule**.

If you would like some more information about claims call **0800 051 1701**.

Insured Event Employment disputes

What is covered

- A dispute with **your** employer regarding **your** contract of employment including unfair dismissal.
- A breach of **your** legal rights under employment law.
- Checking and advising on the terms of a settlement agreement.

Common examples of disputes

- Claims through being unfairly selected for redundancy.
- Claims against employers for constructive dismissal.
- Claims for sex, race or age discrimination
- Claims against **your** employer for unpaid wages.
- Claims for disability or illness discrimination including cancer.

What is not covered

- Any disciplinary or grievance procedures at work.
- Disputes with **your** employer which commenced before or within the first 30 days of this cover starting unless **you** had a similar policy which finished immediately before this cover began.
- Negotiating with **your** employer the terms of a settlement agreement.

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.

Property disputes

What is covered

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes** **you** own or rent.

- A dispute relating to the interference of **your** use, enjoyment or right over **your** **home**.
- A dispute relating to damage to **your** **home**.
- A dispute regarding an agreement for the sale or purchase of **your** **home**.
- A dispute with **your** landlord regarding a tenancy agreement to rent **your** **home**.
- A dispute with a contractor in relation to work on **your** **home**.

Common examples of disputes

- Where a neighbour's overgrowing ivy or leylandii damages **your** **home**.
- Boundary disputes regarding building work or fences.

- Rights of way disputes especially over shared driveways.
- Noise and other nuisance disputes e.g. tree root encroachment.
- Interference with drains or sewers by building work.

What is not covered

- A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to **your** **home**.
- A claim relating to planning including town and country planning legislation.
- **You** will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between **you** as the landlord and a tenant of any **home** **you** own.

Consumer disputes

What is covered

- A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.

Common examples of disputes

- The purchase of motor vehicles and caravans from a garage.
- Disputes for defective kitchens and kitchen appliances.
- Claims against travel agents for breach of contract.
- Defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers.
- A dispute relating to the purchase of animals.
- Disputes with retailers regarding faulty goods.

What is not covered

- Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

Personal Injury disputes

What is covered

- A claim following an incident that causes death or injury to **you**.

Common examples of disputes

- Trips or slips whilst at work or in a shop.
- Operating machinery which is faulty or **you** are not properly trained to use.
- Injuries following an assault.
- Passengers being injured in cars or on buses.
- Food poisoning.
- Being knocked off a bike by a motorist.

What is not covered

- Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury.
- Any claim relating to **your** own injury or death in a **motorised vehicle** that **you** are driving.

Medical or Cosmetic procedure Negligence disputes

What is covered

- Claims relating to medical or cosmetic procedure negligence which causes death or injury to **you**.
- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

Medical and cosmetic procedure negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for **your** care.

Common examples of disputes

- Surgery which has not been carried out correctly.
- Failure to diagnose an illness or injury correctly.
- A dentist removing a healthy tooth by mistake.
- Negligence during child birth.
- Errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery.
- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

For claims relating to medical or cosmetic procedure negligence the incident date will be defined as the date when **you** or **your** representative first knew or should have known of any injury, illness or death caused by the treatment.

Questions & Answers

Who is covered under this policy?

The persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Some words are bold in this booklet, what does it mean?

In addition to the definitions section in this policy where the following words or phrases appear in bold within this section they will have the following meaning:

Costs and expenses

All legal costs charged by the **lawyer** and authorised by **us** or that **you** are ordered to pay by a court/other body.

Lawyer

A suitably experienced legal professional.

Where and when does the issue/ incident need to have happened to be covered under the policy?

The incident leading to any claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on **your schedule**.

Who will answer my call and handle my case?

A legal professional appointed by Aviva will answer **your** call, and if **you** have a case and legal representation is necessary, **your** case will be managed by Arc Legal Assistance Limited (Arc), who are **our** trusted expert.

Is my call confidential?

We will give **you** and members of **your** household, 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. Please note that for our joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and **we** want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary **Arc** will appoint a **lawyer** from one of their approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust that has extensive experience in the area of law relevant to **your** claim
- the firm of solicitors will have passed **Arc's** vetting process and proved themselves to be able to work to high quality standards
- in cases where **you** may be due compensation from another party, **you** will keep 100% of the compensation awarded and recovered to **you**
- the **lawyer** charges competitive legal fees which ensure the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.

If **you** do choose to use another **lawyer** it is important **you** are aware that both **we** and **Arc** cannot ensure the **lawyer** acting for **you** will be suitably competent

to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not appointed by **Arc** may also require **you** to pay them a percentage of **your** compensation.

Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect **your** level of no claims discount or **your** premium on **your** Home Insurance and Family Legal Protection policy. There is no policy excess or other fees to pay for using this service.

Who is the policy underwritten by?

Family Legal Protection is underwritten by Aviva Insurance Limited.

Assessing your case, including 'Prospects of success' and 'Proportionality'

1. The lawyer's assessment

Our **lawyer** will assess the evidence and if it is more likely than not that **you** will:

- a. recover damages or obtain any other legal remedy which **we** have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or
- b. be successful in defending a claim made against **you**, or
- c. make a successful appeal or defence of an appeal

then **your** case will be considered by the **lawyer** to have reasonable 'prospects of success' (this means how likely **you** are to win **your** case).

In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue **your** case), and:

- a. Has a legal obligation not to waste court time, and to keep the costs to a level that the court would consider reasonable.
- b. Will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

If, in the **lawyer's** opinion:

- a. **your** claim is likely to be considered a waste of court time, or
- b. the prospects of success are no longer in **your** favour, or
- c. **your** claim has reached a point where incurring further **costs and expenses** would not be reasonable

then **we** will not pay any further **costs and expenses** towards it. If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue.

Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

2. What can I do if I do not agree with the lawyer's opinion?

We have confidence in the opinion of **our** appointed **lawyer** and rely on this when deciding if **we** should continue to pay the **costs and expenses** towards **your** claim.

If **you** do not agree with **our lawyer's** opinion and **you** find a different **lawyer**, at **your** own cost, or **you** already have a **lawyer** who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen **lawyer** must be based on the same information regarding the claim that **you** provided to **us**.

The **lawyer** conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this **lawyer** should be then **we** will ask a relevant law society to appoint one. The reviewing **lawyer** will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen **lawyer's** second opinion.

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the 'What to do if you are unhappy' section of the Complaints procedure section in this policy booklet.

Family Legal Protection CONDITIONS AND EXCLUSIONS

In addition to the specific Family Legal Protection conditions and exclusions shown below all of the **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS** apply to this cover except for:

- The GENERAL EXCLUSION headed 'Terrorism'
- The GENERAL CONDITIONS under the following headings:
 - **Your** duty to prevent loss or damage
 - Claims
 - Index linking (if present in your policy booklet)

1. **We** will not pay for:

- a. any claim **we** reasonably believe **you** knew was likely to happen when **you** took out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim;
- b. claims where **you** do not keep to the terms, exclusions and conditions of this cover;
- c. **costs and expenses** which are incurred prior to **our** written agreement and authorisation;
- d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on **your schedule**; **You** can only make one claim for all disputes arising from the same incident.
- e. any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**;
- f. any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- g. any issue leading to a claim which was deliberately or intentionally caused by **you**;
- h. a dispute between **you** and someone related to **you** or who is insured under this policy;
- i. any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
- j. any claim in respect of libel and slander;
- k. an application for judicial review;
- l. disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim;
- m. disputes between **you** and **us** or Arc where the dispute relates to this cover;
- n. any claim relating to compulsory purchase or to major works where the effect is not specific to **your lawyer** but is more widespread e.g. work on roads, railways and airports;
- o. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- p. where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.

q. any test case unless:

- (i) the case relates to the interpretation of a newly or recently enacted law, and
- (ii) **our lawyer** agrees that the case is more likely than not to be successful.

When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

1. Claims

a. Freedom to choose **your lawyer**

- (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist lawyer, **you** are free to choose **your own lawyer** by sending **us** their name and address.
- (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment which are available on request.
- (iii) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.

b. **Our rights and your obligations**

- (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your claim**.

(ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.

(iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.

(iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.

(v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs and expenses**.

(vi) No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.

c. **Our rights to stop your claim**

The cover **we** provide will end immediately if **you**:

- (i) settle a claim or withdraw a claim without **our** prior agreement, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

If, in the event of the above, **we** incur **costs and expenses** that would not otherwise have been incurred, **we** reserve the right to recover these from **you**.

2. Recovery of costs

If **you** are successful with **your** claim, **you** must instruct the **lawyer** to take every available step to recover for **us** all **costs** and **expenses** relating to **your** case.

3. Disputes about the way your claim has been handled

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in the 'What to do if you are unhappy' section of the Complaints procedure section in this policy booklet.

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the lawyer's opinion?' section on page 34 of this document.

General Conditions

1. Important Notice – Information we need to know about

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

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

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

2. Your duty to prevent loss or damage

- a. **You** and any other person 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** policy, as set out in **your** schedule;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal;
- the information under the heading “Important Information” which **we** provide to **you** when **you** take out or renew **your** policy.

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 more 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 or 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** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

6. Other insurance

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under **Occupiers, Personal and Employers Liability** until all cover under that other insurance is exhausted. For all other claims **we** will not pay more than **our** share even if the other insurer refuses the claim.

Important Note: This condition will not have the effect of leaving **you** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

7a. Monthly premiums

If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on **your schedule** and on the same date of each following month. If **you** do not pay the first premium, the 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, **we** will have the right to cancel the policy as set out in the **General Conditions** section of this policy booklet.

7b. Monthly payment plan

If **you** are paying the premium using an Aviva monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the **General Conditions** section of this policy booklet.

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

If **you** require clarification on which of the above sections (7a and 7b) are applicable, please contact **your** insurance adviser.

8. Cancelling this policy

Your right to cancel

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 in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

If **you** cancel **your** policy **we** will also charge a fee of £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

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

Our right to cancel

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims' section of the **General Conditions** in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the '**CONTRACT OF INSURANCE AND INFORMATION AND CHANGES WE NEED TO KNOW ABOUT**' section in this policy booklet and the separate "Important Information" notices supplied.

If **we** cancel the policy under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **we** will also a fee of £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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. Index Linking

Where **you** have specified the **buildings**, **contents** and personal belongings **sums insured** in the **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. Personal belongings and **contents** (but not personal money, credit and debit cards, 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.

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.

Definition: Terrorism means:

- a. *the use or threat of force and/or violence
and/or*
- b. *actual or threatened harm or damage to life or to property.*

caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including, 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 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.



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