

Your House Insurance Policy

**Need to make a claim?
Tell us as soon as you can:**

Call us on **0800012345**

Our dedicated claims advisers are here to help you 24 hours a day, every day of the year

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



Welcome to Aviva

Your Contract of Insurance

Here's **your** Home policy booklet, it forms part of **your** contract of insurance with **us** along with:

- **your** policy **schedule** (including any **clauses** shown on it);
- the information on **your** application and/or the 'Statement of Insurance' document;
- the Important Information document;
- any additional policy booklet(s) for extra covers which apply to **you**;
- changes to **your** policy or Important Information that **we** give **you** at renewal.

To be covered you must keep to the terms and conditions

You must pay **your** premium and keep to the terms and conditions and **clauses** of the contract. So long as **you** do this **we**'ll insure **you** for anything shown in **your** policy booklet(s), which **your** **schedule** shows is covered, during the **period of insurance**.

It is important that everyone insured under this policy is aware of its terms and conditions.

Keeping your property in good condition

One important policy condition is that **you** keep all the property **you**'re insuring in good condition. **Your** policy doesn't cover loss or damage caused by wear and tear or a lack of maintenance. In particular, **you** need to maintain **your** home, there are some basic things **you** can do, for example:

On the outside

- Check for missing or slipped tiles, or rotten window frames.
- Ensure that gutters and downpipes aren't damaged or blocked by leaves.
- Keep any trees and shrubs near **your home** well-trimmed.
- If **your home** uses oil, as well as carrying out visual checks yourself, **you** should arrange for the tank and associated pipework to be checked regularly by a competent person.

On the inside

Check and replace sealant and grout around baths and showers regularly – these need to be maintained to prevent leakage and we won't cover escape of water damage caused by them failing.

Check your policy details and tell us if anything's wrong or changes in the future

We want to make sure that **you** understand **your** cover and any cover limits, and that everything's correct on **your** documents, so please read them carefully and let **us** know if **you** need any changes.

During the life of **your** policy **you** need to tell **us** about any changes to the information **you**'ve given **us**. More details about this can be found in the General Conditions section.

You must give **us** complete and correct information to the questions **we** ask. If **you** don't do this **we** may need to change **your** cover, premium or **excess** or **you** may find that **your** claim isn't paid in full (or maybe not at all). **We** may also cancel **your** policy.

Please contact **your** insurance adviser if **you** need to make any changes.

Getting in touch

Make or complain about a claim

Please check **your** policy documents first to see if **you're** covered before **you** make a claim. If **you're** not sure then contact **your** usual insurance adviser or insurance contact. If **you** want to complain see the Important Information document for the complaints procedure.

Legal Services 0800 051 1701

All other Home claims

Call **0800 012345**

When **you** make a claim, **we** may ask for the following so try to have handy:



Your policy number



Photos of what's damaged or lost



Receipts, quotes or invoices



Estimated size of the area affected

You can call us about a claim 24/7

Once **we** have **your** claim details **we'll** put wheels in motion and explain what will happen next.

Some claims can be settled immediately on the first call but if it takes longer **we'll** give **you** progress updates.

Talk to us or complain about something else

Please contact your insurance adviser to

- **get your policy documents in large print, audio or Braille**
- **make a complaint (except about a claim)** - see the Important Information document for the complaints procedure.
- **talk to us about something else.**

Get Legal or Tax Advice 24/7 from our helpline

0800 051 1701 (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man).

Telephone calls 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.

Helpful information about your Home policy

Finding your way around

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Key



These boxes give information **we** want to particularly draw **your** attention to.



These boxes give **you** additional helpful information.



These boxes highlight what **your** policy doesn't cover.

Schedule of Limits

The standard cover limits are shown below, other personalised limits can be found on **your schedule**.

Your schedule will show which covers **you** have chosen, and the cover sections of **your** policy booklet describes the cover in more detail.

BUILDINGS SECTION		
Buildings sum insured	See your policy schedule	We will pay up to the limits shown for these individual parts of your cover, but we won't pay more than the Buildings sum insured in total for any claim (except as shown in the section below)
Tracing and accessing leaks	£5,000	
Loss or theft of keys	Up to Buildings sum insured	
Emergency access	Up to Buildings sum insured	
Breaking into an underground pipe to clear a blockage and backfilling (This cover only applies if your policy covers accidental damage to services)	£1,000	
Loss of rent and cost of alternative accommodation	£100,000	These limits are not part of your buildings sum insured so are paid independently of any other claim for buildings
Liability to the public	£5,000,000	
CONTENTS SECTION		
Contents sum insured	See your policy schedule	We will pay up to the limits shown for these individual parts of your cover, but we won't pay more than the Contents sum insured in total for any claim (except as shown in the section below)
Contents temporarily removed from the home (in total)	£10,000	
Contents in the garden (in total)	£2,000	
Unspecified valuables (in total)	See your policy schedule	
Unspecified valuables single item limit	£5,000	
Specified valuables	See your policy schedule	
Personal money in the home	£750	
Home office equipment	£10,000	
Food in freezers	Up to Contents sum insured	
Household removals	Up to Contents sum insured	

CONTENTS SECTION continued		
Contents sum insured	See your policy schedule	
Loss or theft of keys	Up to Contents sum insured	*limit applies for theft and attempted theft claims only we'll pay up to the contents sum insured for other types of claim
Loss of heating fuel	Up to Contents sum insured	
Loss of metered water	£2,000	
Theft from outbuildings (in total)*	£2,500	
Theft from garages (in total)	Up to Contents sum insured	
Garden re-landscaping (in total)	£2,500	
Garden re-landscaping (limit per tree, shrub or plant)	£250	
Visitors personal belongings	£1,000	
Loss of rent and/or cost of alternative accommodation	£10,000	These limits are not part of your contents sum insured so are paid independently of any other claim for contents
Tenants Liability	£15,000	
Occupier's and personal liability	£5,000,000	
Employer's liability	£10,000,000	
PERSONAL BELONGINGS SECTION		
Details of your cover and other limits	See your policy schedule	
LEGAL SERVICES		
Legal costs and expenses	See your policy schedule	

Words with special meanings

We use some words or phrases with special meanings in this booklet. These are shown in **bold** and **we** explain what they mean here. If they mean something else in any section of **your** policy **we**'ll tell **you** in that section.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Accidental damage doesn't include breakdowns or faults, or damage due to faulty workmanship or design.

British Isles

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

Buildings

The **home** and its:

- walls, fences, gates, hedges, patios, drives, footpaths, terraces, hard courts, car ports;
- ornamental ponds and fountains, fixed hot tubs and swimming pools;
- fixed domestic heating, water or sewage tanks, fixed pipes and cables;
- fixed clean energy installations such as solar panels and wind turbines;
- fixtures, fittings and decorations.

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

Clauses

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

Contents

Household items and **personal belongings** (including **personal money**), **home office equipment** and **valuables** that:

- **you** own, or are legally responsible for (but not property belonging to **your** landlord);
- belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home** (but not paying guests or lodgers).

Contents doesn't mean the following:

- anything used or stored for business or professional purposes (except **home office equipment**);
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers and the parts, spares and accessories of any of these;
- any type of document except **personal money**, passports, driving licences and the title deeds to the **home**;
- any part of the structure of the **home**, including wallpaper;
- any living creature.

Domestic employee

A person directly employed by **you** solely to carry out domestic tasks such as cleaning, gardening and childcare.

Excess

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

Fire

Accidental combustion caused by an external heat source, such as a spark or candle. 'Fire' does not include scorching, melting, or heat distortion of any kind unless as a direct result of combustion.

If there is no combustion but a single event (caused suddenly and unexpectedly by an outside force) leads to scorching, melting or heat distortion **you** may be able to claim for this if **your** policy includes cover for **accidental damage**.

Garden

In the open within the boundaries of the land belonging to the **home**.

Heave

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

Home

The house or flat and its garages and outbuildings. These must all be at the address shown on **your schedule** and used solely for domestic and/or clerical business purposes. (Clerical business means computer work, emails, telephone calls and administration.)

Home office equipment

Office furniture, computers and other keyboard-based office equipment, printers, fax machines, photocopiers, telephones and answerphones that **you** own or are legally responsible for and used for business or professional purposes.

Landslip

Movement of land down a slope.

Motorised vehicle

Any electrically or mechanically powered vehicle (including E-scooters and Hoverboards), except:

- those used solely as domestic gardening equipment in the **garden**;
- Class 2 mobility scooters and motorised wheelchairs (these have a top speed of 4mph and cannot be used on the road except where there is no pavement) See www.gov.uk/mobility-scooters-and-powered-wheelchairs-rules;
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles (Ebikes).

Period of insurance

The period of time covered by this policy, as shown on **your schedule** or until cancelled.

Personal belongings

Things **you** might wear or carry with **you** when **you** leave **your home**. For example, clothing, jewellery, watches, mobile phones and gadgets like laptops and tablets, sports, musical and photographic equipment. Everything must belong to **you** or be **your** legal responsibility.

Personal belongings are not:

- anything used or stored for business or professional purposes;
- furniture, furnishings, household goods and equipment, food and drink;
- any kind of document except driving licences and passports;
- **motorised vehicles**, aircraft, boats, sailboards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature;
- Any of the following unless specifically shown on **your schedule** as covered:
 - pedal cycles (including their parts, spares and accessories);
 - snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;
 - contact, corneal cap and micro lenses and hearing aids.

Personal money

Cash, unused postage stamps, gift vouchers, season tickets, travel tickets, phone cards and pre-paid cash cards, all held for social, domestic or charitable purposes.

Reasonable costs

Costs for goods and services which are competitive in the relevant marketplace.

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**.

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but **we** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

General conditions

Subsidence

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

Unoccupied

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

'Lived in' means that normal living activities like bathing, cooking and sleeping are regularly carried out in the **home**.

Valuables

Jewellery, watches, items of gold, silver or other precious metals, works of art (paintings, etchings, tapestries, statues, sculptures), stamp, coin and medal collections.

We, us, our

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

You, your

The person (or people) named on **your schedule** and their partner(s) and members of their family (or families) and foster children who normally live with them.

If anyone shown above is a student **we** class them as 'normally living' at the **home** if they live there outside of term time.

These conditions apply to all covers shown in this booklet

1. Your duty to prevent loss or damage

Everyone covered by this policy must:

- take all reasonable precautions to prevent accidents, loss or damage; and
- keep insured property in good condition.

2. Claims

What you need to do

As soon as **you**'re aware of something that's likely to lead to a claim **you** must:

- tell the police straight away if **you**'ve lost something or **your** claim is due to a crime (for example theft or malicious damage). Please get a crime reference number;
- contact **us** as soon as **you** reasonably can and give **us** all the information and help **we** need to settle **your** claim;
- tell **us** if any of **your** property is later returned to **you**;
- tell **us** if **you** receive any information or communication about the event leading to **your** claim and leave **us** to deal with it (unless **we** tell **you** otherwise).

To help us settle your claim

It is **your** responsibility to prove any loss and **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.

What you mustn't do

- Admit to any claim, promise any payment or refuse any claim without **our** agreement.
- Get rid of damaged property or organise repairs without **our** agreement.
- Abandon any damaged property to **us**.

What rights we have

We will be entitled, at **our** cost, but in **your** name, to:

- take legal proceedings for **our** own benefit to recover **our** costs in relation to **your** claim; or
- take over and conduct the defence or settlement of any claim.

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

3. Fraud

If **your** claim is at all dishonest or exaggerated **we** will not pay **you** anything under this policy or return any money **you** have paid. **We** may also cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

4. Other insurance

Sometimes **you** may have other insurance that would cover the same claim (or would cover it if this policy didn't exist).

If so, here's what happens:

- if **you**'re claiming for Occupiers, Personal and Employers Liability **we** won't pay anything until all cover under **your** other insurance is exhausted;
- if **you**'re claiming for something else **we** won't pay more than **our** fair 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. It 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.

5. Paying monthly

If **you**'ve chosen to pay **your** premium using **our** monthly credit facility **you** must make each regular monthly payment as required in the credit agreement. If **you** don't do this **we** may cancel **your** policy as explained overleaf.

6. Cancelling your policy

In this section where **we** refer to the right to cancel the policy 'you' means the policyholder(s). This means the person or people named on **your** schedule and they're the only ones who can cancel the policy.

Your Statutory 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 the policy or renewal documentation, whichever is the later. If **you** wish to cancel and **your** cover hasn't started **you** will be entitled to a full refund of the premium paid.

If **you** cancel after **your** cover has started **we**'ll refund the full premium paid less a proportionate deduction for the time **we**'ve provided cover. If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

You can cancel your cover at any time

In addition to **your** statutory rights **you** can cancel the policy and/or additional covers at any time by contacting your insurance advisor. There may be a charge for doing this, see 'Will I get a premium refund' overleaf.

There are times when we can cancel your cover

We may cancel **your** policy and/or additional covers if **we** have a valid reason, for example if:

- **you** don't pay **your** premium when it's due (including non-payment of instalments under an Aviva monthly credit facility). If **you** don't pay the first premium **your** policy will not be valid. If **you** miss a payment after that **we**'ll write to **you** giving a further date to pay. **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** don't receive payment by then **we** will cancel the policy and/or additional cover options from the date shown on the letter;

- **we** reasonably suspect fraud;
- **you** don't co-operate with **us** or give **us** information or documentation **we** ask for, and this affects **our** ability to process a claim or defend **our** interests;
- **you** have not given complete and accurate answers to the questions **we** ask.
- **you** harass our staff or representatives, or behave in an abusive or threatening manner.

Where **we** cancel, **we**'ll always give **you** at least 7 days' notice by post or email to the last address **you**'ve given **us** and tell **you** the reason why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information then **we** may cancel **your** policy without notice and backdate the cancellation to the date when this happened, which could be when **you** first bought **your** policy.

Will I get a premium refund?

- If **your** policy or an additional cover is cancelled before the cover starts **we**'ll refund the premium **you**'ve paid for the cancelled cover.
- If **your** policy or an additional cover is cancelled after cover has started:
 - **we**'ll refund **you** for any days left which **you**'ve already paid for; and

You won't get a refund at all if **we** cancel **your** policy because **you** acted dishonestly or fraudulently and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

7. Index linking

Your sum(s) insured may be updated monthly (and the new amounts shown on **your** annual renewal notice). Any change will reflect rising costs in line with the House Rebuilding Cost Index for **buildings** and the Retail Price Index for **contents** and specified belongings.

We won't reduce **your** sum(s) insured if the index falls.

8. Joint policyholders

Any person named on **your schedule** can change the policy or make a claim. **We** can only remove a named person if they agree, if **we**'re ordered to by a court, or if they've died and their personal representatives ask **us**.

General exclusions

These exclusions apply to all covers in this booklet.

We won't pay for:

1. Gradually occurring damage

- wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation;
- any other gradually occurring damage (except **subsidence, heave** and **landslip**).

2. Breakdowns or faults

claims for things which have just broken down or stopped working. This means anything ranging from boilers to home appliances and laptops.

3. Events before the cover start date

anything which happened or circumstances likely to lead to a claim (such as a flood warning being issued for **your home**) that **you** were aware of before the cover under this policy started.

4. Faulty materials or workmanship

damage caused by faulty or unsuitable materials, design or poor workmanship.

5. Deliberate or Criminal Acts

any loss or damage or liability arising from a deliberate or criminal act by **you** or any other person living with **you**.

6. Loss in value or indirect loss

loss in value, including any loss that is not the direct result of the insured incident (for example if the value of an item or the market value of **your home** reduces because it's been repaired).

7. War

any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

8. Terrorism

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

Terrorism means:

- the use or threat of force and/or violence and/or
- 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.

9. 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 War or Terrorism as described above.

10. Radioactivity

loss, damage or liability which involves:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

Buildings section

11. Pollution or contamination

anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at **your home**.

12. Unauthorised and/or Malicious Access to Computer or Electrical Equipment

Any loss, damage or liability caused directly or indirectly, or in any way connected to unauthorised, and/or malicious access by any person to:

- the power network, leading to a power failure or power surge; and/or
- computer or electronic components and systems (including smart devices), resulting in:
 - any reprogramming of software,
 - loss of data,
 - introduction of malware, codes or viruses with the intention or effect to cause such systems or connected devices to stop, fail or function otherwise than is intended by the manufacturer.

A smart device is an electronic device, generally connected to other devices or networks via different protocols such as Bluetooth or Wi-fi, for example tablets, smart phones and smart TVs

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

Please see **your schedule** and/or the schedule of limits to check any limits applying to **your cover**.

What's covered?

Our standard Buildings cover will protect **you** for loss of or damage to the **buildings** caused by any of the following things:

1. **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
2. **Storm** or flood (from overflow of external water sources, such as rivers, lakes and the sea).
3. Malicious people, vandals, riot, civil unrest, strikes, or labour or political disturbances.
4. Being hit by:
 - aircraft or other flying objects, or anything falling from them;
 - vehicles or animals;
 - falling aerials or satellite dishes (including fittings and masts);
 - falling trees or branches.

If **we** accept a claim for damage to the **buildings** caused by a falling tree or branch **we'll** also pay **reasonable costs** to remove the fallen tree or part of the tree (this doesn't include any part which remains below ground).

5. Water escaping from or freezing in water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. **Subsidence, heave, or landslip.**

Our standard Buildings cover also includes:

Loss of rent and cost of alternative accommodation

If **your home** can't be lived in because it's been damaged by something which is insured under **your** policy, **we** will pay for the following until it's fit to be lived in:

- reasonable additional alternative accommodation costs for **you** (including **your** pets) if **you** live in the **home**;
- any ground rent **you** still need to pay;
- if **you** have a lodger or tenant **we**'ll pay:
 - any rental income **you** lose from them; or
 - reasonable additional alternative accommodation costs for them (and their pets), if they don't have other insurance to cover it.

We'll always try to keep **you** (and/or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we**'ll pay additional costs for reasonable alternative accommodation, taking into account all the circumstances of **your** claim and **we**'ll aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We**'ll consider how many people live in the **home**, how long **you**'ll need the accommodation, what's available locally and what it costs. **We** are

happy to discuss and can offer help in finding accommodation.

Tracing and accessing leaks

If **your home** has been damaged by a water leak, **we**'ll pay **reasonable costs** to remove any part of the internal structure of the **home** needed to find the source of the leak. **We**'ll also make good after the leak's been fixed.

We'll ask **you** to pay to repair or replace the leaking pipe or part if it had simply failed or worn out. This is because **your** policy doesn't cover wear and tear. **We**'ll only pay to repair the pipe or part if it's damaged by something which **your** policy covers (e.g. **accidental damage**, if applicable).

Loss or theft of keys

If the keys to external doors of **your home** (or alarms or safes fitted inside it) are lost or stolen, **we**'ll pay to replace the locks or lock mechanisms.

Emergency access

We'll pay for damage to **your buildings** or **your garden** caused by someone accessing **your home** to deal with a medical emergency, or to prevent damage to the **home**. There's no **excess** to pay.

Selling your home

Your buildings cover will extend to protect the buyer of **your home** if it is damaged by an insured event between exchange of contracts and completion of the sale. This cover only applies if they don't have other insurance to cover the damage.

Damage to services, fixed glass and sanitary fittings

We will cover **accidental damage** to:

- a. cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**, including up to £1000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;
- b. fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

Your liability to the public

Our standard buildings cover also extends to cover **your** liability to the public (as the homeowner). Details of this cover and exclusions are shown in the '**Your** legal liabilities' section of this booklet.

Buildings section – what’s not covered?

- Anything shown in the General exclusions.
- The relevant **excess** shown on **your schedule** (unless **we** tell **you** in any part that an **excess** doesn't apply).

If **your buildings** suffer **subsidence, heave or landslip** damage, regardless of the underlying cause of the damage, the **subsidence, heave and landslip excess** shown on **your schedule** will apply to **your** claim.

- Damage to fences, gates and hedges caused by **storm**, or by falling trees or branches.
- Loss or damage as shown below when **your home** has been left **unoccupied** for more than 60 days in a row;
Loss or damage caused by:
 - malicious people or vandals;
 - water escaping from or freezing in water tanks, pipes, plumbed-in home appliances, fixed equipment or fixed heating system;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
 - **Accidental damage** to fixed glass forming part of the **buildings**.
- Loss or damage caused by water escaping due to faulty, failed, inadequate or lack of grout or sealant.

- Theft, attempted theft, malicious damage or vandalism by **you**, paying guests or tenants.
- **Subsidence, heave or landslip**:
 - damage to any part of the **buildings** (e.g. a boundary wall or patio) unless **we** accept (or have already accepted) a claim for **subsidence, heave or landslip** damage to the house, flat, garages or outbuildings;
 - 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 it, and **we** accepted it.
- Damage caused by **settlement**, or by shrinkage or expansion of parts of the **buildings**.
- Damage caused by riverbank and coastal erosion.
- Frost damage (though **we** do cover damage to pipes caused by freezing).
- Wet or dry rot arising from any cause, except where the rot was directly caused by:
 - something which is covered by this policy, or
 - by repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your** claim.

Buildings section – optional covers

These covers only apply if shown on **your schedule**.

Please see **your schedule** and/or the schedule of limits to check any limits applying to **your cover**.

Extra accidental damage to buildings

What's covered

All other **accidental damage** to the **buildings** that is not already covered by the Buildings section.

What's not covered

- Anything shown in in the Buildings section 'What's not covered?' or in the General Exclusions.
- Damage to fixed glass forming part of the **buildings** which happens when **your home** has been left **unoccupied** for more than 60 days in a row.
- Damage caused by:
 - chewing, scratching, tearing or fouling by domestic animals;
 - building alterations, renovations or repairs;
 - vermin, insects, fungus, weather conditions;

- paying guests or happening while the **home** or any part of it is lent, let or sub-let;
- water entering from the outside of **your home** which was not as a result of a **storm** or flooding (from overflow of external water sources such as rivers, lakes and the sea).
- Costs associated with clearing blockages from underground pipes unless **you've** tried, unsuccessfully, to clear it using established methods such as rodding. Where **your** attempt to clear the blockage has been unsuccessful and **we** agree to break into the pipe to clear it **we** won't pay more than £1,000 to break into and repair the pipe and backfill afterwards.

Buildings section conditions

These conditions also apply to Buildings Optional covers.

1. Your sum insured

Your buildings sum insured must always be high enough to cover the full cost of rebuilding the **buildings** to the same specification. If at the time of a loss **your** sum insured is too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. Settling claims (except liability)

We can choose to settle **your** claim by repairing, rebuilding, giving **you** an equivalent replacement or making a payment. If **we** are able to repair, rebuild or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair, rebuild or replace it.

What we will pay

Well pay up to the sum(s) insured and limits shown on **your schedule** and/or in the schedule of limits for any incident. The most **we**ll pay in total for any claim for loss or damage to **buildings** is the **buildings** sum insured (unless otherwise stated).

We won't reduce the sum(s) insured by the amount paid under any claim.

If **we** accept a claim for the **buildings we** will also pay for:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than the relevant professional institutes recommend. They must not include any amount to help **you** prepare **your** claim.
- Costs **we**'ve agreed to pay to demolish or support the damaged parts of the **buildings**.
- The cost of meeting building regulations or municipal or local authority byelaws directly incurred in repairing insured damage to the **buildings**. **We** only pay for this if **you** hadn't already been told it was required before the **buildings** were damaged.

If your property isn't in good condition

It's a policy condition that **you** keep **your** property in good condition so if **you** haven't done this and this was the reason (or main reason) for the damage then **we** may not pay **your** claim or may not pay it in full.

How we deal with claims for storm damage

We explain what **we** mean by **storm** in the 'words with special meanings' section. **We** try to be fair, so **we** don't just look at wind speed **we**ll take other factors into account like where **your home** is sited.

Well check what the weather was like when the damage happened and may ask for pictures or ask an expert to look at the damage to decide if it was caused by a **storm** and confirm that a lack of maintenance didn't cause or contribute to the damage.

How we deal with pairs, sets and suites

When **we** settle **your** claim, **we**ll pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

3. Settling liability claims

For any incident (or series of related incidents) involving legal liability covered under the Buildings section **we** will try to negotiate with the person claiming against **you** (or their legal representative) to settle **your** claim for the lowest amount. In any event the most **we**ll pay is the limit shown in your schedule of limits plus any costs and expenses **we** have agreed to pay.

See also the General conditions.

Contents section

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

Please see **your schedule** and/or the schedule of limits to check any limits applying to **your cover**.

Contents at the home

What's covered?

Our standard Contents cover will protect **you** for loss or damage to **contents** in the **home** or it's **garden** caused by any of the following things:

1. **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
2. **Storm** or flood (from overflow of external water sources, such as rivers, lakes and the sea).
3. Malicious people, vandals, riot, civil unrest, strikes, and labour or political disturbances.
4. Being hit by:
 - aircraft or other flying objects, or anything falling from them;
 - vehicles or animals;
 - falling TV or radio receiving aerials or satellite dishes (including fittings and masts);
 - falling trees or branches.

5. Water escaping from water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. **Subsidence, heave or landslip**.

Our standard Contents cover also includes:

Contents temporarily removed from the home

Your contents are also covered while temporarily removed from the **home** and **garden** to another place (except a furniture depository) in the **British Isles** for loss or damage as described in Contents paragraphs 1-8.

This provides some basic cover for **contents** which are temporarily taken away from the **home** – while studying at university or working away from **home** for example. Wider cover (including **accidental damage** and loss) of belongings while anywhere in the world is available with the Personal Belongings option.

Loss of rent and cost of alternative accommodation

If **your home** can't be lived in because it's been damaged by something listed in Contents paragraphs 1-8 **we** will pay for the following until it's fit to be lived in:

- reasonable additional alternative accommodation costs for **you** (including **your pets**) if **you** live in the **home**;
- if **you** have a lodger or tenant **we'll** pay:
 - any rental income **you** lose from them; or
 - the reasonable additional accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.

We'll always try to keep **you** (and/or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we'll** pay additional costs for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we'll** aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We'll** consider how many people live in the **home**, how long **you'll** need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Loss or theft of keys

If the keys to external doors of **your home** (or alarms or safes fitted inside it) are lost or stolen, **we'll** pay to replace the locks or lock mechanisms.

Garden re-landscaping

If the plants or trees in the **garden** are lost or damaged by any of the following **we'll** pay the re-landscaping costs to put things right:

- **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
- Being hit by:
 - aircraft or other flying objects, or something falling from them; or
 - vehicles or animals.
- Theft or attempted theft.
- Malicious people, vandals, riot, civil unrest, strikes, or labour or political disturbances.

Food in freezers

We'll pay to replace food stored in **your home** freezer which has been damaged by an accidental change in temperature or contaminated by freezing agents.

It isn't 'accidental' if the power goes off because the supplier deliberately turns it off or their employees take strike action.

Domestic heating fuel and metered water

We'll pay for loss of **your home** heating fuel or metered water that accidentally leaks or gets stolen.

Emergency access

We'll pay for loss or damage to **contents** caused by someone accessing **your home** to deal with a medical emergency, or to prevent damage to the **home**. There's no **excess** to pay.

Household removals

If a professional remover is moving **your contents** from the **home** to:

- **your** new permanent **home**; or
- a **home your** tenant will occupy;

we'll cover theft of or **accidental damage** to **your contents** (except **personal money**, jewellery, watches or items of gold) happening during the move (and for up to 7 days afterwards while in temporary storage) within the **British Isles**.

Accidental damage to non-portable home entertainment equipment, mirrors and glass

We will pay for **accidental damage** which isn't covered under Contents paragraphs 1-8:

1. happening in the **home** to:
 - mirrors, glass tops or fixed glass in furniture and ceramic glass in cooker hobs;

- any of the following things if they are not designed to be portable: television sets (including digital and satellite receivers), DVD recorders and players, games consoles, home computers and audio equipment;

- ! An item is 'portable' if it can be used away from the **home** on battery or solar power, for example a laptop or Ipad. Cover for these items is available under 'Extra accidental damage', or under 'Personal belongings' (this gives our widest cover both in and away from **home**).
2. to receiving aerials, dishes and CCTV cameras fixed to the **home**.

Occupiers, employers, personal and tenants Liability

These covers are standard with **your** Contents cover. Details of the cover and the exclusions are shown in the **Your** legal liabilities section of this booklet.

Contents section – what’s not covered?

- Anything shown in the General exclusions.
- The relevant **excess** shown on **your schedule** (unless **we** tell **you** in any part that an **excess** doesn’t apply).
- Loss or damage as described below when **your home** has been left **unoccupied** for more than 60 days in a row:
 - (a) Loss or damage caused by
 - malicious people or vandals;
 - water escaping from a fixed domestic heating or plumbing system, plumbed-in home appliance or water tank;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
 - (b) Loss or damage of any kind to **contents** in the **garden**.
- Damage caused by chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by the process of cleaning, washing, repairing or restoring any item.
- Loss or damage caused by water escaping due to faulty, failed, inadequate or lack of grout or sealant.
- Theft, attempted theft, malicious damage or vandalism by paying guests, tenants or **you**.
- Theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing

- it over or ‘buys’ it without making a proper payment). This doesn’t apply where they only use deception to get into **your home** to steal property.
- Theft of the following items unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception:
 - **personal money**;
 - **contents** (including **personal money**) if **you** live in a non-self-contained flat.
 - Theft if **you** live in a self-contained flat and the theft is from any other part of the building that other people have access to (e.g. if **you** leave something in the corridor outside **your** flat).
 - Theft of pedal cycles (including Ebikes) from the **garden** unless securely locked to an object that can’t be moved.
 - For contents temporarily removed from the **home** and **garden** we won’t cover:
 - theft, unless someone has broken into or out of a building by using force and violence or deception to get in;
 - items removed for sale or exhibition;
 - **storm** or flood damage to **contents** not in a building.
 - Damage caused by riverbank and coastal erosion.
 - **Contents** which are insured by any other policy.

Contents section – optional covers

These covers only apply if shown on **your schedule**.

Please see **your schedule** and/or the schedule of limits to check any limits applying to **your cover**.

Extra accidental damage to contents What is covered?

All other **accidental damage to contents** which happens inside **your home** which isn't covered by the Contents section.

What's not covered?

- Anything shown in 'Contents section - what's not covered' or shown in the General exclusions.
- Food
- Damage caused by:
 - moths, vermin, insects, fungus, damp, rust, wet or dry rot or weather conditions;
 - water entering from the outside of **your home** which was not as a result of a **storm** or flooding (from overflow of external water sources such as rivers, lakes and the sea);
 - the process of cleaning, washing, repairing or restoring any item.
 - chewing, scratching, tearing or fouling by domestic animals

- Loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.
- Any loss that is not the direct result of the insured incident itself.

Contents section conditions

1. Your sum insured

Your contents sums insured (as explained below) must be high enough to replace the relevant property 'as new'

- **Your** overall **contents** sum insured must be enough to replace all **your contents** and unspecified **valuables** in **your home**.
- **Your** unspecified **valuables** sum insured (which is part of your overall **contents** sum insured) must be high enough to replace all **your valuables** which are worth less than the **valuables** single article limit.
- Other **valuables** (those worth more than the single article limit) must be specified and insured for their full replacement value. The value of specified items doesn't need to be included in **your contents** sum insured as they are payable in addition.

When working out what **contents** sum insured **you** need **you** don't have to include items **you**'ve insured under the Personal belongings section as these items are already covered at **your home**.

If at the time of a loss **your** sum(s) insured are too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. Settling claims (except liability)

We can choose to settle **your** claim by repairing, giving **you** an equivalent

replacement (for mobile phones this includes providing a refurbished model) or making a payment. Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number.

If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

What we will pay

We'll pay up to the sum(s) insured and cover limits for each incident (unless **we** tell **you** otherwise). **You** can find the sum(s) insured and limits on **your schedule** and/or in the schedule of limits.

We won't reduce the sum(s) insured by the amount paid under any claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

How we deal with pairs, sets and suites

When **we** settle **your** claim, **we**'ll pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

Proof of value and ownership

When **you** make a claim, it is **your** responsibility to prove any loss. To help with **your** claim **we** recommend **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards.

3. Settling liability claims

For any incident (or series of related incidents) involving legal liability covered under the Contents section **we** will try to negotiate with the person claiming against **you** to settle **your** claim for the lowest amount. In any event the most **we**'ll pay is the relevant limit shown in the schedule of limits. For claims under Occupiers, Personal and Employers liability **we** will also cover any costs and expenses **we** have agreed to pay.

See also the General conditions section.

Personal belongings section

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

Please see **your schedule** and/or the schedule of limits to check any limits applying to **your cover**.

What is covered?

1. Personal belongings

Loss of or damage to **personal belongings** (as detailed on **your schedule**) which happens at **your home** or anywhere else in the world.

Where **your schedule** shows **you** have cover for pedal cycles this includes;

- their parts, spares and accessories
- pedal cycles which are electrically assisted (Ebikes).

2. Personal money

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

We will cover loss of the following:

- **personal money** up to £750;

What's not covered?

- Anything shown in the General exclusions.
- The relevant Contents **excess** (as shown on **your schedule**) for claims under 1. Personal Belongings.

- Theft of **personal belongings** from an unattended vehicle unless the property was inside a concealed luggage compartment or closed glove compartment of a locked vehicle which has been broken into by using force and violence.
- Theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing it over or 'buys' it without making a proper payment). This doesn't apply where they only use deception to get into **your home** to steal property.
- Theft, attempted theft, malicious damage or vandalism by paying guests, tenants or **you**.
- Loss or damage caused by:
 - moths, vermin, insects, fungus, damp, rust, wet or dry rot and weather conditions;
 - the process of cleaning, washing, repairing or restoring any item.
- Confiscation or detention by Customs or other officials.
- If **your schedule** shows **you** have cover for pedal cycles they won't be covered for theft unless:
 - in **your** immediate custody and control; or
 - securely locked to an object that can't be moved; or

- locked inside a concealed boot or concealed luggage compartment of a locked vehicle which has been broken into by using force and violence; or
- in a locked building.
- Any loss or damage covered by another policy.

Under **personal money**:

- losses not reported to the police;
- credit and debit cards.

Personal belongings section Conditions

1. The sum insured

You must insure **your** items for 'full value'. This means **your** sum(s) insured must be worked out on the following basis:

- For specified **personal belongings** it must be high enough to replace the item 'as new'.
- For pedal cycles it must be high enough to replace **your** most expensive cycle 'as new'.
- For unspecified **personal belongings** it must be high enough to replace all the belongings **you** are likely to take away from **your home** at any one time 'as new'.

If at the time of a loss **your** sum(s) insured are too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. Settling claims

We can choose to settle **your** claim by repairing, giving **you** an equivalent replacement (for mobile phones this includes providing a refurbished model) or making a payment. Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number. If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

What we will pay

We'll pay up to the sum(s) insured and cover limits for each incident (unless **we** tell **you** otherwise). **You** can find the sum(s) insured and limits on **your** policy **schedule** and/or in the schedule of limits.

We won't reduce the sum(s) insured by the amount paid under any claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

How we deal with pairs, sets and suites

When **we** settle **your** claim, **we**'ll pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

Proof of value and ownership

When **you** make a claim, it is **your** responsibility to prove any loss. **We** therefore recommend **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help **us** settle **your** claim.

See also the General conditions section.

Your legal liabilities section

Please read this section carefully in conjunction with **your** policy **schedule** to understand which parts of the cover apply to **you**.

Please see the schedule of limits to check the limits applying to **your** cover.

What's covered?

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

- accidental bodily injury or illness;
- accidental loss of or damage to property which happens during the **period of insurance** in the

United Kingdom, the Channel Islands and the Isle of Man (or another country which **you** are temporarily visiting) where **your** responsibility arises as shown below:

Where you are legally liable:	What is covered?	Does this cover apply to me?
1. as owner	<p>Your Liability to the public</p> <p>Your liability as owner (not as occupier) of the home (including the land belonging to it). Cover includes claims made against you, under Section 3 of the Defective Premises Act 1972 (or the defective Premises Northern Ireland Order 1975) for any former property owned and insured under this policy, for accidents happening during the period of insurance or up to seven years afterwards, provided they are not covered by any other insurance.</p>	Yes, if your policy covers Buildings
2. as occupier	<p>Occupiers Liability</p> <p>Your liability as occupier (not as owner) of the home, including the land belonging to it.</p>	Yes, if your policy covers Contents
3. in a personal capacity	<p>Personal Liability</p> <p>Your liability in a personal capacity (not as owner or occupier of any building, land or fixed property). This includes accidents from your leisure activities such as golf or cycling.</p>	
4. as employer	<p>Employers Liability</p> <p>Your liability as employer of a domestic employee such as a cleaner or gardener where the accident happens from, or in the course of their domestic employment with you.</p>	

Important note

Accidents which happen in buildings or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner.

If **you** own the **home** and also live in it (e.g. **your** main home or **your** holiday home), any liability arising as occupier is not included with Buildings cover, but this is provided if **you** take Contents cover.

If **you** own the **home** but don't live in it (e.g. if **you** are a landlord) liability arising from **you** owning the **home** is provided if **you** have chosen Buildings cover.

What's not covered?

We won't cover liability in connection with:

- a. any employee for anything which happens from, and in the course of their employment with **you** (except as shown under 4. Employers Liability, where this cover applies);
- b. boats, boards and craft designed to be used on or in water, caravans, drones or aircraft except:
 - watercraft that are only propelled by oars or paddles;
 - toys and models remotely controlled by a pedestrian (this does not include drones);
- c. any trade, business or profession (except as landlord of the **home**);
- d. passing on of an infectious disease or virus;

- e. any **motorised vehicle**;
- f. any electrically assisted pedal cycle while:
 - anywhere outside of the United Kingdom, Channel Islands and the Isle of Man;
 - within the United Kingdom, Channel Islands and the Isle of Man where there is a legal requirement to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules);
- g. loss of or damage to property belonging to **you** or in **your** care or control;
- h. any agreement unless **you** would still have been legally liable without that agreement;
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later legislation;
- j. dogs outside the boundaries of the land belonging to the home.
- k. **you** owning, keeping or using any horses, ponies, donkeys or mules.
- l. bodily injury or illness to **you**;
- m. anything shown in the General exclusions

Where a claim relates to **your** employment of a **domestic employee** exclusions (a) to (d) will not apply and exclusions (e) and (f) will not apply unless protection is needed under any of the 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.

Added benefit if you are renting your home

What's covered?

Tenant's Liability

Your legal liability as tenant for:

- a. loss of or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord while at the **home** by anything shown in the Contents Section paragraphs 1-8;
- b. **accidental damage** to:
 - fixed glass forming part of the **buildings** and sanitary fittings installed in the **home**;
 - cables, pipes, septic tanks and drain inspection covers which serve the **home**.

What's not covered?

- Loss or damage caused by building work which involves alterations, renovations, extensions or repairs.
- Anything shown in Contents 'What isn't covered?' or in the General exclusions.

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 27 to 29.
 - 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).
 - This cover is intended to provide **you** with a lawyer from **our** panel. If **you** opt to choose **your** own lawyer, rather than one from **our** approved firms, there may be limits to the costs **we** can cover. For example, the most **we** will pay in costs and expenses is no more than the amount **we** would have paid **our** appointed **lawyer**. This amount is currently

£100 per hour and can vary from time to time at **our** discretion. See the section ‘Freedom to choose your lawyer’ for further terms and conditions

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 31. 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.

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.

Common examples of employment 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.

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**.

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.

Common examples of property 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.

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.

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.

Common examples of consumer 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.

Personal Injury disputes

What is covered?

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

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.

Common examples of personal injury 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.

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 medical or cosmetic procedure negligence 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 in bold in this booklet, what does it mean?

In addition to the definitions in the main Home Insurance 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
- 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 courts 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 31 of this document.

| Retirement | Investments | Insurance | Health |

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