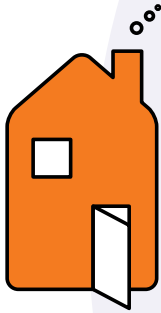


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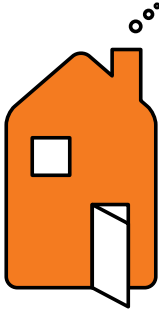


# Home Insurance



**AVIVA**

*Aviva Home Policy Wording*



# Home Insurance

## INTRODUCTION TO YOUCHOOSE HOME

YouChoose Home has been created to offer flexible insurance solutions to customers who want the freedom to choose the cover that is right for them. You choose the optional extras you need and YouChoose Home will provide you with the insurance you want.

YouChoose Home is part of the YouChoose insurance family.

Visit [www.youchooseinsurance.co.uk](http://www.youchooseinsurance.co.uk) and simply click and buy online. Should you need to talk to YouChoose Home, our UK based call centre is on hand to assist with any enquiries.

YouChoose Home is a trading style of Motor & Home Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4626589. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

## PROVIDED BY



**AVIVA**

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**Bike**

Insurance



**Van**

Insurance



**Car**

Insurance



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# Home Insurance



# Welcome

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

## Helpful and Important Information About Your Insurance

- Insurance does not cover **your** property against everything that can happen so please read **your** policy carefully to make sure **you** understand what it covers and the limits which apply.
- It is **your** responsibility to look after and regularly maintain **your** property. **Your** policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or **damage** which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- **Your** policy describes certain things which **you** are required to do to make sure that **you** are protected and that **your** policy cover operates fully. For example, **you** must:
  - tell us about changes which could affect **your** policy (see page 3)
  - make sure that **your** sums insured are high enough to cover the property to be insured (see pages 14, 25 and 30)
  - take reasonable care of **your** property (see page 40)
- To help **you** prove any loss, **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

## How to Get Help...

### CLAIMS SERVICE

If **you** want to make a claim under this policy, call us on: **0800 222 500**

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

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

### LEGAL SERVICES

If **you** have chosen legal services cover and would like free legal advice, or to make a legal claim, call us on: **0800 096 5850**

### CHANGES TO YOUR POLICY

If **you** have any questions, or want to make any changes to **your** policy go online at [www.aviva.co.uk/mypolicy](http://www.aviva.co.uk/mypolicy) or call us on: **0800 068 3662**

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

# Your Aviva Home Policy

Please read **your** policy and the schedule carefully to make sure that **you** have the cover **you** need. **You** should return the schedule immediately if any details are not correct. The schedule sets out the cover **you** have chosen. It is proof of **your** insurance and **you** may need it if **you** want to make a claim.

## CHANGES WE NEED TO KNOW ABOUT

Please call us immediately if there are any changes to **your** circumstances which may affect this insurance. For example:

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

## THE CONTRACT OF INSURANCE

This policy is a contract of insurance between **you** and us.

**You** should read this policy, the information **you** have provided and the schedule together. These documents form the contract of insurance between **you** and us.

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

## Choice of Law

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

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## USE OF LANGUAGE

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

## CANCELLATION RIGHTS

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

If **you** wish to do so 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 do so and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover. There will also be an additional charge of up to £30.45 (inclusive of Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To exercise **your** right to cancel, please contact Aviva on **0800 068 3662**. 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 on page 40 of this policy booklet.

## ADMINISTRATION CHARGE

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

## ADDITIONAL COVERS - REFUND OF PREMIUMS

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation is also available in large print, audio and Braille. If **you** require any of these formats please contact **0800 096 5850**.

# Definitions

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

## 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.

## CLAUSES

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

## CONTENTS

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

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

This includes **personal belongings** of visitors to the **home**, up to £1,000.

## DOMESTIC EMPLOYEE

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

## EXCESS

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

## HOME

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

## MOTORISED VEHICLE

Any electrically or mechanically powered vehicle, other than:

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

## PERIOD OF INSURANCE

The period of time the insurance is provided for under this policy, as set out on **your** schedule, and any other period the policy is renewed for.

## PERSONAL BELONGINGS

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

## PERSONAL MONEY

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

## SCHEDULE

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

## SUM INSURED

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

## UNOCCUPIED

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

## VALUABLES

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

## WE, US, OUR

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

## YOU, YOUR

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

# Buildings Section

This section only applies when shown on your schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>The buildings</b></p>	<p>Under the <b>Buildings</b> SECTION <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>the excess(es) shown on <b>your</b> schedule (no excess applies to Emergency access and Liability to the public).</li> <li><b>damage</b> by wet or dry rot arising from any cause, except as a direct result of a claim <b>we</b> have already paid, and where repair or preventative action was carried out by a tradesperson <b>we</b> have approved.</li> </ul> <p>See also GENERAL EXCLUSIONS on page 43</p>
<p><b>We</b> will provide cover for loss of or <b>damage</b> to the <b>buildings</b> caused by any of the following:</p> <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>Fire, explosion, lightning or earthquake.</li> <li>Smoke.</li> </ol> </li> </ol>	<p>Under (b) <b>we</b> will not cover loss or <b>damage</b> that happens gradually.</p>
<ol style="list-style-type: none"> <li>Storm or Flood.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>caused by frost;</li> <li>to fences, gates and hedges; or</li> <li>that happens gradually</li> </ul>
<ol style="list-style-type: none"> <li>Riot, civil unrest, strikes, or labour or political disturbances.</li> <li>Malicious people or vandals.</li> </ol>	<p>Under (b) <b>we</b> will not cover loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>caused by paying guests, tenants or <b>you</b>; or</li> <li>that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule</li> </ul>
<ol style="list-style-type: none"> <li>Being hit by: a. aircraft or other flying objects or anything falling from them; or b. vehicles or animals.</li> </ol>	<p>Under (b) <b>we</b> will not cover loss or <b>damage</b> caused by domestic animals. This section only applies when shown on <b>your</b> schedule.</p>
<ol style="list-style-type: none"> <li>Water escaping from water tanks, pipes, equipment or fixed heating systems. b. Water freezing in tanks, equipment or pipes.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</li> <li>to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the <b>home</b>.</li> <li>by subsidence, heave or landslip caused by water escaping.</li> </ul>
<ol style="list-style-type: none"> <li>Heating fuel leaking from a fixed heating system.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</p>
<ol style="list-style-type: none"> <li>Theft or attempted theft.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>caused by paying guests, tenants or <b>you</b>; or</li> <li>that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</li> </ul>
<ol style="list-style-type: none"> <li>Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.</li> </ol>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9. Subsidence or heave of the land on which the <b>buildings</b> stand, or landslide.</p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>• <b>damage</b> to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the <b>home</b> unless <b>we</b> also accept a claim for subsidence, heave or landslide <b>damage</b> to the <b>home</b>;</li> <li>• <b>damage</b> if <b>you</b> know that any part of the <b>buildings</b> has already been damaged by subsidence, heave or landslide, unless <b>you</b> have told us about this and <b>we</b> have accepted it;</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>damage</b> caused by riverbank or coastal erosion;</li> <li>• <b>damage</b> to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship;</li> <li>• <b>damage</b> caused by normal settlement or shrinkage, or by recently placed infill materials moving.</li> </ul>
<p>10. Falling trees or branches</p> <p>If <b>we</b> accept a claim for <b>damage</b> to <b>buildings</b> by falling trees <b>we</b> will also pay reasonable costs <b>you</b> have to pay for removing from the site:</p> <ol style="list-style-type: none"> <li>a. the fallen part of the tree; or</li> <li>b. the tree if it has been totally or partly uprooted.</li> </ol>	<p><b>We</b> will not cover costs <b>you</b> have to pay for:</p> <ul style="list-style-type: none"> <li>• removing the part of the tree that is still below ground; or</li> <li>• restoring the site</li> </ul>
<p><b>Loss of rent and the cost of alternative accommodation</b></p> <p>If the <b>home</b> is damaged by any cause listed under The <b>Buildings</b> and as a result it cannot be lived in, <b>we</b> will pay any ground rent <b>you</b> still have to pay, for up to two years. <b>We</b> will also pay:</p> <ol style="list-style-type: none"> <li>a. rent payable to <b>you</b>; or</li> <li>b. any reasonable extra accommodation expenses for <b>you</b> and <b>your</b> domestic animals;</li> </ol> <p>up to the limit shown on <b>your</b> schedule, until the <b>home</b> is ready to live in.</p>	
<p><b>Damage to Services</b></p> <p><b>We</b> will provide cover for accidental <b>damage</b> to:</p> <ol style="list-style-type: none"> <li>a. cables and underground pipes which provide services to or from the <b>buildings</b>; and</li> <li>b. septic tanks and drain inspection covers</li> </ol> <p>that <b>you</b> are legally responsible for.</p> <p>Under a) <b>we</b> will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the <b>home</b> if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	<p>Under (a) <b>we</b> will not cover <b>damage</b> due to a fault or limit of design, manufacture, construction or installation.</p>
<p><b>Fixed glass and sanitary fittings</b></p> <p><b>We</b> will provide cover for accidental <b>damage</b> to fixed glass and sanitary fittings which form part of the <b>buildings</b>. This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings)</p>	<p><b>We</b> will not cover loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Emergency access</b></p> <p><b>We</b> will provide cover for <b>damage</b> to the <b>home</b> following necessary access to deal with a medical emergency or to prevent <b>damage</b> to the <b>home</b>.</p>	
<p><b>Tracing and accessing leaks</b></p> <p>If the <b>buildings</b> are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the <b>home</b>, <b>we</b> will pay the reasonable cost of removing and replacing any other part of the <b>buildings</b> necessary to find the source of the leak and making good.</p>	<p><b>We</b> will not pay more than the limit shown on <b>your</b> schedule for any one incident.</p> <p><b>We</b> will not cover the cost of repairing the source of the leak unless caused by loss or <b>damage</b> covered under The <b>Buildings</b>.</p>
<p><b>Your liability to the public</b></p> <p><b>(See the important note below)</b></p> <p><b>We</b> will cover <b>your</b> legal liability to pay damages and claimants' costs and expenses for:</p> <ul style="list-style-type: none"> <li>• accidental bodily injury or illness; or</li> <li>• accidental loss of or <b>damage</b> to property; happening during the period of insurance and arising:</li> <li>• from <b>you</b> owning the building and its land; or</li> <li>• under section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any <b>home you</b> previously owned and occupied or leased and occupied.</li> </ul> <p>If the <b>Buildings</b> SECTION of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any <b>home</b> insured by the <b>Buildings</b> SECTION before the policy was cancelled or ended.</p>	<p><b>We</b> will not pay more than the limit shown on <b>your</b> schedule for any one incident.</p> <p><b>We</b> will not cover liability in connection with:</p> <ul style="list-style-type: none"> <li>• <b>you</b> occupying the building and its land;</li> <li>• any accidental bodily injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment by <b>you</b>;</li> <li>• loss of or <b>damage</b> to property which belongs to <b>you</b> or is in <b>your</b> care; • any motorised vehicle;</li> <li>• any agreement unless <b>you</b> would have been liable without that agreement;</li> <li>• <b>your</b> trade, business or profession; or</li> <li>• the Defective Premises Act if it is covered by other insurance.</li> </ul>
<p><b>We</b> will also pay all <b>your</b> costs and expenses that <b>we</b> have already agreed to in writing.</p> <p>Important Note (If <b>you</b> are the owner and occupier of the <b>home</b> insured by this policy).</p> <p>Accidents which happen in <b>buildings</b> 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.</p> <p>If <b>you</b> are both the owner and the occupier of the building, please remember that <b>Your</b> liability to the public does not cover <b>your</b> legal liability as the occupier of the <b>home</b> and its land.</p> <p>To protect yourself, <b>you</b> will need to arrange contents insurance which provides occupier's liability cover.</p>	
<p><b>Selling your home</b></p> <p>If <b>you</b> enter into a contract to sell any building insured by this policy, and the building is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the <b>damage</b> or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer. What is not covered</p>	

# Extra Accidental Damage Cover To Buildings Section

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will provide cover for all other accidental <b>damage</b> to the <b>buildings</b> that is not covered by the <b>Buildings</b> SECTION.</p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>• the excess shown on <b>your</b> schedule;</li> <li>• <b>damage</b> caused by wear and tear, settlement and shrinkage, vermin, insects, fungus, weather conditions, or any <b>damage</b> which happens gradually;</li> <li>• <b>damage</b> caused by chewing, scratching, tearing or fouling by domestic animals;</li> <li>• <b>damage</b> caused by faulty materials or design, or poor workmanship;</li> <li>• <b>damage</b> caused by building alterations, renovations, extensions or repairs;</li> <li>• <b>damage</b> excluded under The <b>Buildings</b>;</li> <li>• maintenance and normal redecoration costs;</li> <li>• <b>damage</b> caused by subsidence, heave or landslip; or</li> <li>• <b>damage</b> caused by paying guests or tenants.</li> </ul>

# Buildings Conditions

The following conditions apply to the **Buildings** and EXTRA ACCIDENTAL **Damage COVER TO Buildings SECTIONS**

## 1. The Sum Insured

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

If at the time of a loss the sum insured is too low **your** claim will be settled on the following basis: If **you** have provided the sum insured shown on **your** schedule, or if the schedule says "Blanket Sum Insured", **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear. The most **we** will pay for loss or **damage** arising out of one incident is the sum insured shown on **your** schedule unless otherwise stated.

If **we** have worked out the sum insured shown on **your** schedule based on the details **you** have given, and **we** find this figure is too low, **we** will increase the sum insured and **you** may have to pay an extra premium.

## 2. SETTLING CLAIMS

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

- replacing;
- reinstating;
- repairing; or
- payment

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

### What we will pay

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

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

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

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

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

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

## 3. PAIRS, SETS AND SUITES

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

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

## 4. NO-CLAIM DISCOUNT

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

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount in line with our scale at the renewal date of **your** policy.

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

See also GENERAL CONDITIONS on page 40

# Contents Section

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

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Under the CONTENTS SECTION</p> <p><b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• the excess(es) shown on <b>your</b> schedule (no excess applies to Fatal injury benefit, Occupiers, personal and employers liability and Emergency access).</li> <li>• property insured by any other policy;</li> <li>• bonds, stocks, shares and documents of any kind;</li> <li>• 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;</li> <li>• any part of the structure of the <b>home</b> including ceilings, wallpaper and the like;</li> <li>• items used for business or professional purposes;</li> <li>• any living creature</li> </ul> <p>See also GENERAL EXCLUSIONS on page 43</p>
<p><b>Contents in the home</b></p> <p><b>We</b> will provide cover for loss of or <b>damage</b> to the contents in the <b>home</b> caused by any of the following:</p> <ol style="list-style-type: none"> <li>1. a. Fire, explosion, lightning or earthquake. b. Smoke.</li> </ol>	<p>Under (b) <b>we</b> will not cover loss or <b>damage</b> that happens gradually</p>
<ol style="list-style-type: none"> <li>2. Storm or flood.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b> that happens gradually</p>
<ol style="list-style-type: none"> <li>3. a. Riot, civil unrest, strikes and labour or political disturbances. b. Malicious people or vandals.</li> </ol>	<p>Under (a) and (b) <b>we</b> will not cover loss or <b>damage</b> to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying <b>your</b> power.</p> <p>Under (b) <b>we</b> will not cover loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>• caused by paying guests, tenants or <b>you</b>; or</li> <li>• that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule</li> </ul>
<ol style="list-style-type: none"> <li>4. Being hit by: a. aircraft or other flying objects, or anything falling from them; or b. vehicles or animals.</li> </ol>	<p>Under (b) <b>we</b> will not cover loss or <b>damage</b> caused by domestic animals.</p>
<ol style="list-style-type: none"> <li>5. Water escaping from water tanks, pipes, equipment or fixed heating systems.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</p>
<ol style="list-style-type: none"> <li>6. Heating fuel leaking from a fixed heating system.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
7. Theft or attempted theft.	<p><b>We will not cover:</b></p> <ul style="list-style-type: none"> <li>• loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule;</li> <li>• theft by deception, unless deception is used only to get into the <b>home</b>;</li> <li>• theft of <b>personal money</b>, unless someone has broken into or out of the <b>home</b> by using force and violence or has got into the <b>home</b> by deception;</li> <li>• theft if <b>you</b> live in a self-contained flat and the theft is from any part of the building that other people have access to;</li> </ul>
	<ul style="list-style-type: none"> <li>• theft if <b>you</b> live in a non-self-contained flat, unless someone has broken into or out of the <b>home</b> by using force and violence or has got into the <b>home</b> by deception;</li> <li>• loss or <b>damage</b> caused by paying guests, tenants or <b>you</b>; or</li> <li>• more than the limit shown on <b>your</b> schedule for any one incident involving theft from garages and outbuildings.</li> </ul>
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.	
9. Subsidence or heave of the land on which the <b>home</b> stands, or landslide.	<b>We will not cover <b>damage</b> caused by riverbank or coastal erosion.</b>
10. Falling trees or branches.	
<p><b>Contents temporarily removed from the home</b></p> <p><b>We will provide cover up to the limit shown on <b>your</b> schedule for loss of or <b>damage</b> to contents by any of the causes listed under Contents in the <b>home</b> while temporarily removed from the <b>home</b> to:</b></p> <ol style="list-style-type: none"> <li>a. any bank or safe deposit, or any private <b>home</b> or building where <b>you</b> are living (including while attending full-time education), employed or working in the British Isles; or</li> <li>b. anywhere else in the British Isles. What is not covered</li> </ol>	<p>Under (a) and (b) <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• more than the limit shown on <b>your</b> schedule for loss or <b>damage</b> to contents in garages and outbuildings; or</li> <li>• loss or <b>damage</b> by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.</li> </ul> <p>Under (b) <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• loss or <b>damage</b> caused by storm or flood to contents that are not in a building; or</li> <li>• loss or <b>damage</b> if contents have been removed for sale or exhibition or placed in a furniture depository.</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Accidental damage to home entertainment equipment, mirrors and glass</b></p> <p><b>We will provide cover for accidental damage to:</b></p> <ol style="list-style-type: none"> <li>1. a. television sets (including digital and satellite receivers), dvd/video players and recorders, games consoles, <b>home</b> computers and audio equipment in the <b>home</b>; and</li> <li>b. receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the <b>home</b></li> <li>2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the <b>home</b>.</li> </ol>	<p><b>We will not cover:</b></p> <ul style="list-style-type: none"> <li>• games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;</li> <li>• digital/video cameras and satellite navigation systems;</li> <li>• radio transmitters, mobile phones and hearing aids;</li> <li>• <b>damage</b> caused by wear and tear or anything which happens gradually;</li> <li>• <b>damage</b> caused by the process of cleaning, washing, repairing or restoring any item;</li> <li>• electrical or mechanical breakdown;</li> <li>• <b>damage</b> caused by fitting a battery incorrectly;</li> <li>• loss in value;</li> <li>• failure to use in line with the manufacturer's instructions; or</li> <li>• <b>damage</b> caused by chewing, scratching, tearing or fouling by domestic animals.</li> </ul>
<p><b>Contents in the garden</b></p> <p><b>We will provide cover for loss of or damage to contents by any of the causes listed under Contents in the home happening in the open within the boundaries of the home, up to the limit shown on your schedule.</b></p>	<p><b>We will not cover:</b></p> <ul style="list-style-type: none"> <li>• loss or <b>damage</b> that happens after the <b>home</b> has been left <b>unoccupied</b> for more than the period shown on <b>your</b> schedule; or</li> <li>• loss of or <b>damage</b> to pedal cycles.</li> </ul>
<p><b>Business equipment</b></p> <p><b>We will provide cover for loss or damage by the causes listed under Contents in the home and accidental damage to office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answerphones all used for business or professional purposes, up to the limit shown on your schedule.</b></p>	<p><b>We will not cover:</b></p> <ul style="list-style-type: none"> <li>• accidental <b>damage</b> to mobile phones, laptops or computer equipment designed to be portable;</li> <li>• <b>damage</b> caused by wear and tear or anything which happens gradually;</li> <li>• <b>damage</b> caused by the process of cleaning, washing, repairing or restoring any item;</li> <li>• electrical or mechanical breakdown;</li> <li>• loss in value;</li> <li>• failure to use in line with the manufacturer's instructions; or</li> <li>• <b>damage</b> caused by chewing, scratching, tearing or fouling by domestic animals.</li> </ul>
<p><b>Replacement locks</b></p> <p>If keys to the locks of:</p> <ol style="list-style-type: none"> <li>a. external doors of the <b>home</b>; or</li> <li>b. alarm systems or domestic safes fitted in the <b>home</b></li> </ol> <p>are accidentally lost or stolen, <b>we</b> will pay the cost of replacing the locks or lock mechanisms up to the limit shown on <b>your</b> schedule.</p>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Food in freezers</b></p> <p><b>We</b> will provide cover for loss of or <b>damage</b> to food stored in a freezer in the <b>home</b>, up to the limit shown on <b>your</b> schedule, caused by:</p> <ol style="list-style-type: none"> <li>a rise or fall in temperature; or</li> <li>contamination by freezing agents.</li> </ol>	<p><b>We</b> will not cover loss or <b>damage</b> caused by a deliberate act of the company (or its employees) supplying <b>your</b> power.</p>
<p><b>Domestic heating fuel and metered water</b></p> <p><b>We</b> will provide cover, up to the limits shown on <b>your</b> schedule, for accidental loss of:</p> <ol style="list-style-type: none"> <li>domestic heating fuel; and</li> <li>metered water.</li> </ol>	
<p><b>Loss of rent and the cost of alternative accommodation</b></p> <p>If the <b>home</b> is damaged by any cause listed under Contents in the <b>home</b> and as a result it cannot be lived in, <b>we</b> will pay for:</p> <ol style="list-style-type: none"> <li><b>your</b> loss of rent; or</li> <li>any reasonable extra accommodation expenses for <b>you</b> and <b>your</b> domestic animals</li> </ol> <p>up to the limit shown on <b>your</b> schedule, until the <b>home</b> is ready to live in.</p>	
<p><b>Fatal injury benefit</b></p> <p><b>We</b> will pay up to the limit shown on <b>your</b> schedule if <b>you</b> die as a direct result of injury caused in the <b>home</b> by fire, explosion, lightning or intruders.</p> <p>For us to pay a claim, <b>your</b> death must happen within three months of the incident.</p>	
<p><b>Household removals</b></p> <p><b>We</b> will provide cover for loss of or <b>damage</b> to contents while being moved by professional furniture removers from the <b>home</b> to <b>your</b> new permanent <b>home</b> (including temporary storage in a furniture depository for up to seven days in a row) in the British Isles.</p>	<p><b>We</b> will not cover <b>personal money</b>, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.</p>
<p><b>Religious festivals and wedding gifts</b></p> <p><b>We</b> will increase the sum insured for contents by the amounts shown on <b>your</b> schedule</p> <ul style="list-style-type: none"> <li>during any month in which <b>you</b> celebrate a religious festival, to cover gifts and food bought for the occasion;</li> <li>during the 30 days before and 30 days after <b>your</b> wedding day to cover wedding gifts.</li> </ul>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Occupier's, personal and employer's liability</b></p> <p><b>We will cover <b>you</b> legal liability to pay damages and claimants' costs and expenses for:</b></p> <ul style="list-style-type: none"> <li>• accidental bodily injury or illness; or</li> <li>• accidental loss of or <b>damage</b> to property; happening during the period of insurance in: <ul style="list-style-type: none"> <li>• the British Isles; or</li> <li>• the rest of the world, for temporary visits; and arising:</li> <li>• as occupier (not as owner) of the <b>home</b> and its land; or</li> <li>• in a personal capacity (not as occupier or owner of any building or land); or</li> <li>• as employer of a domestic employee.</li> </ul> </li> </ul> <p><b>We will not pay more than the Occupiers and personal liability limit shown on <b>your</b> schedule for any one incident, unless a claim is made against <b>you</b> by a domestic employee where the injury or illness happens as a result of or in the course of their employment by <b>you</b> (in which case the most <b>we</b> will pay for any one incident is the limit shown on <b>your</b> schedule for employers liability).</b></p> <p><b>We will also pay all <b>your</b> costs and expenses which <b>we</b> have already agreed to in writing.</b></p>	<p><b>We will not cover liability in connection with:</b></p> <ol style="list-style-type: none"> <li>a. <b>you</b> owning land, <b>buildings</b> or other fixed property.</li> <li>b. <b>you</b> living in or occupying land or <b>buildings</b> other than the <b>home</b> or its land.</li> <li>c. aircraft other than pedestrian controlled toys or models.</li> <li>d. <b>you</b> (or anyone on <b>your</b> behalf) owning, possessing or using any motorised vehicle. e. caravans.</li> <li>f. boats, boards and craft designed to be used on or in water, other than: <ul style="list-style-type: none"> <li>• those only propelled by oars or paddles; or</li> <li>• pedestrian-controlled toys or models.</li> </ul> </li> <li>g. deliberate or malicious acts.</li> <li>h. HIV and HIV-related illnesses, including AIDS.</li> <li>i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).</li> <li>j. any agreement, unless <b>you</b> would have been liable without the agreement. k. any trade, business or profession.</li> <li>l. loss of or <b>damage</b> to property which belongs to <b>you</b> or is in <b>your</b> care or control.</li> <li>m. bodily injury or illness to <b>you</b>.</li> </ol> <p>For claims involving liability for bodily injury to or illness of a domestic employee working for <b>you</b>:</p> <ul style="list-style-type: none"> <li>• exclusions (a), (b), (c), (e), (f), (g), (h) and (k) will not apply; and</li> <li>• exclusion (d) will not apply unless cover or security is needed under any of the Road Traffic Acts.</li> </ul>
<p><b>Tenant's liability</b></p> <p><b>We will provide cover up to the limit shown on <b>your</b> schedule if <b>you</b> are legally responsible as a tenant for:</b></p> <ol style="list-style-type: none"> <li>a. loss of or <b>damage</b> to the <b>home</b> and landlord's fixtures and fittings by any of the causes listed under Contents in the <b>home</b>;</li> <li>b. accidental breakage of: <ul style="list-style-type: none"> <li>• fixed glass (including glass in solar-panel units); or</li> <li>• fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings) which form part of the <b>home</b>.</li> </ul> </li> <li>c. accidental <b>damage</b> to cables or underground pipes which provide services to or from the <b>buildings</b> and septic tanks and drain inspection covers.</li> </ol> <p>Under c. <b>we</b> will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the <b>home</b> if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	<p><b>We will not cover:</b></p> <ul style="list-style-type: none"> <li>• loss or <b>damage</b> excluded under Contents in the <b>home</b>;</li> <li>• loss or <b>damage</b> that happens while the <b>home</b> has been left <b>unoccupied</b>;</li> <li>• loss or <b>damage</b> caused by building work which involves alterations, renovations, extensions or repairs.</li> </ul> <p>Under c. <b>we</b> will not cover <b>damage</b> to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Title deeds</b></p> <p>We will pay the cost of preparing new title deeds to the <b>home</b> up to the limit shown on <b>your</b> schedule, if they are lost or damaged by any of the causes listed under Contents in the <b>home</b>.</p>	
<p><b>Emergency access</b></p> <p>We will provide cover for <b>damage</b> to contents following necessary access to the <b>home</b> to deal with a medical emergency or to prevent <b>damage</b> to the <b>home</b>.</p>	

## Extra Accidental Damage Cover To Contents In The Home Section

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will provide cover for all other accidental <b>damage</b> to contents while in the <b>home</b> that is not covered by the CONTENTS SECTION.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> <li>• the excess shown on <b>your</b> schedule;</li> <li>• food in freezers, clothing, contact lenses, stamps and pedal cycles;</li> <li>• <b>damage</b> caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;</li> <li>• <b>damage</b> caused by chewing, scratching, tearing or fouling by domestic animals;</li> <li>• <b>damage</b> caused by the process of cleaning, washing, repairing or restoring any item;</li> <li>• electrical or mechanical breakdown;</li> <li>• loss in value;</li> <li>• any loss that is not the direct result of the insured incident itself;</li> <li>• <b>damage</b> excluded under Contents in the <b>home</b>; or</li> <li>• <b>damage</b> caused by paying guests or happening while the <b>home</b> or any part of it is lent, let or sublet.</li> </ul>

# Contents Conditions

These conditions apply to CONTENTS and EXTRA ACCIDENTAL Damage COVER TO CONTENTS IN THE Home SECTIONS

## 1. THE SUM INSURED

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

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

## 2. SETTLING CLAIMS

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

- replacing;
- reinstating;
- repairing; or
- payment

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

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

### What we will pay

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

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

### Valuables

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

## 3. PAIRS, SETS AND SUITES

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

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

## 4. ITEMS VALUED OVER THE SINGLE ITEM LIMIT

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

## 5. NO-CLAIM DISCOUNT

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

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount in line with our scale at the renewal of **your** policy.

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

## 6. PROOF OF VALUE AND OWNERSHIP

To help **you** prove any loss, **we** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help with **your** claim. If **you** wish to specify an item valued at more than the single item limit shown on **your** schedule, **we** will either request proof of value

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

See also **GENERAL CONDITIONS** on page 40

# Personal Belongings Section

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This cover is for loss or <b>damage</b> to <b>your personal belongings</b> shown on <b>your</b> schedule in and away from the <b>home</b> anywhere in the world.</p>	<p>Under the <b>Personal belongings</b> SECTION (including <b>Personal money</b>, credit and debit cards and Pedal cycles when shown on <b>your</b> schedule) <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• the excess(es) shown on <b>your</b> schedule;</li> <li>• 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). <b>We</b> will not pay more than the limit shown on <b>your</b> schedule for any one incident;</li> <li>• loss or <b>damage</b> caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;</li> <li>• loss or <b>damage</b> caused by the process of cleaning, washing, repairing or restoring any item;</li> <li>• electrical or mechanical breakdown;</li> <li>• loss or <b>damage</b> to sports racquets, sticks, bats and clubs while in use;</li> <li>• confiscation or detention by Customs or other officials;</li> <li>• loss in value;</li> <li>• any loss that is not the direct result of the insured incident itself;</li> <li>• business or professional use of musical instruments, photographic and sporting equipment and accessories;</li> <li>• any loss or <b>damage</b> covered by another policy;</li> <li>• theft, attempted theft or malicious <b>damage</b> caused by paying guests, tenants or <b>you</b>;</li> <li>• theft by deception, unless deception is used only as a way to get into the <b>home</b>; This section only applies when shown on <b>your</b> schedule.</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul style="list-style-type: none"> <li>• business goods and equipment;</li> <li>• furniture, furnishings, household goods and equipment, food and drink;</li> <li>• bonds, stocks, shares and documents of any kind;</li> <li>• motorised vehicles, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;</li> <li>• any living creature</li> </ul> <p>Unless the following items are specifically shown on <b>your</b> schedule, <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;</li> <li>• contact, corneal cap or micro lenses and hearing aids;</li> <li>• Pedal cycles and their parts, spares or accessories; or</li> <li>• <b>personal money</b>, credit and debit cards</li> </ul> <p>See also the GENERAL EXCLUSIONS on page 43</p>
<p><b>Personal money, credit and debit cards</b></p> <p>Cover only applies when shown on <b>your</b> schedule.</p> <p><b>We</b> will cover loss of:</p> <ul style="list-style-type: none"> <li>• <b>personal money</b> up to the limit shown on <b>your</b> schedule</li> <li>• credit and debit cards held for social, domestic or charitable purposes up to the limit shown on <b>your</b> schedule. Credit and debit cards are only insured against loss if they are used by someone without <b>your</b> permission following loss or theft. What is not covered</li> </ul>	<p>Under <b>personal money</b>, credit and debit cards <b>we</b> will not cover:</p> <ul style="list-style-type: none"> <li>• loss caused by mistakes;</li> <li>• losses not reported to the police; or</li> <li>• losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss.</li> </ul>
<p><b>We</b> will also cover any costs <b>we</b> have agreed to in writing before the card issuing company has received notice of the loss, as long as <b>you</b> keep to the terms of <b>your</b> card agreement.</p>	<p>See also the GENERAL EXCLUSIONS on Page 43</p>
<p><b>Pedal cycles</b></p> <p>Cover only applies when shown on <b>your</b> schedule.</p> <p><b>We</b> will provide cover for loss of or <b>damage</b> to <b>your</b> pedal cycles anywhere in the world up to the limit shown on <b>your</b> schedule.</p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>• loss or <b>damage</b> to tyres or accessories unless the pedal cycle is stolen or damaged at the same time;</li> <li>• loss or <b>damage</b> while the pedal cycle is being used for racing, pace making trials or business purposes;</li> <li>• theft while away from the <b>home</b>, unless in a building or securely locked to an object that cannot be moved; or</li> <li>• any pedal cycle with a motor.</li> </ul> <p>See also the GENERAL EXCLUSIONS on page 43</p>

# Personal Belongings Conditions

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

## 1. THE SUM INSURED

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

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

## 2. SETTLING CLAIMS

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

- replacing;
- reinstating;
- repairing; or
- payment

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

A deduction for wear and tear will apply for clothing.

### The most we will pay

for loss or **damage** arising out of one incident is the amount shown on **your** schedule.

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

## 3. PAIRS, SETS AND SUITES

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

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

## 4. ITEMS VALUED OVER THE SINGLE ITEM LIMIT

If **you** claim for an item valued at more than the single item limit

shown on **your** schedule, **you** will need to provide proof of the item's value when requested by us.

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

## 5. NO-CLAIM DISCOUNT

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount in line with our scale at the renewal of **your** policy. If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount in line with our scale at the renewal of **your** policy. **We** do not grant no-claim discounts on policies running for less than 12 months.

## 6. PROOF OF VALUE AND OWNERSHIP

To help **you** prove any loss, **we** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help with **your** claim. If **you** wish to specify an item valued at more than the single item limit shown on **your** schedule, **we** will either request proof of value

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

# Legal Services

The cover and services explained in this section only apply if they are shown on **your** schedule and the relevant premium has been paid.

## PERSONAL LEGAL ADVICE

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

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

There are no consultation fees and lines are open 24 hours a day, 365 days a year. For confidential legal advice call us on 0800 096 5850.

## MAKING A CLAIM

To make a claim call us on 0800 096 5850. As soon as **you** are aware of an event, **you** should get legal advice from the helpline without delay. Please have **your** policy number to hand as this will be requested when **you** call.

# Legal Services Definitions

Wherever the following words or expressions appear in bold, they have the meaning given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply.

## APPOINTED REPRESENTATIVE

The lawyer or other suitably qualified person appointed by us to act on **your** behalf.

## COSTS AND EXPENSES

- a. All reasonable and necessary legal costs charged by the appointed representative and agreed by us.
- b. Legal costs which **you** have been ordered to pay by a court or other body which **we** have agreed to or authorised.

## EVENT

The first incident which, in our reasonable opinion, could lead to a claim being made under this section of the policy.

In disputes about loss of employment, event means the date the law says **your** contract of employment comes to an end.

## HOME

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

## LEGAL PROCEEDINGS

Legal proceedings:

- a. for the pursuit or defence of a claim for damages
- b. specific performance
- c. injunction

dealt with by:

- negotiation
- a civil court
- a tribunal
- arbitration
- any other body

which **we** have agreed to or authorised.

## MEDICAL TREATMENT

The consultation and / or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for the clinical care of an insured person.

## PROSPECTS OF SUCCESS

In respect of all claims it is always more likely than not that **you** will:

- a. recover damages or obtain any other legal remedy which **we** have agreed to
- b. make a successful defence
- c. make a successful appeal or defence of an appeal. Prospects of success will be assessed by us or an appointed representative on our behalf.

## TERRITORIAL LIMITS

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

## YOU, YOUR

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

## COVER

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

- a. the insured incident occurs within the territorial limits and during the period of insurance;
- b. any legal proceedings will be conducted within the territorial limits;
- c. prospects of success exist for the duration of the claim;
- d. in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal;
- e. the maximum amount **we** will pay for costs and expenses in respect of any or all claims arising from one cause is the amount shown on **your** schedule;
- f. **you** report an insured incident to us as soon as possible and in any event no later than 180 days after the date **you** knew or should have known about the insured incident.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>INSURED INCIDENTS</b></p> <p><b>1 Personal Injury</b></p> <p>a. An event which causes death or bodily injury to <b>you</b>.</p> <p>b. Physical <b>damage to your personal belongings</b> due to an event which caused death or bodily injury to <b>you</b>.</p> <p>c. Medical treatment which causes death or bodily injury to <b>you</b></p>	<p><b>We will not cover any claim relating to:</b></p> <ul style="list-style-type: none"> <li>• a motor vehicle whilst <b>you</b> are driving</li> <li>• any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident</li> </ul>
<p><b>2. Consumer disputes</b></p> <p>a. A dispute regarding an agreement for the:</p> <ul style="list-style-type: none"> <li>• sale</li> <li>• purchase</li> <li>• hire</li> </ul> <p>of any goods or services by <b>you</b> in a personal capacity.</p> <p>b. A breach of <b>your</b> legal rights under section 13 of the Data Protection Act 1998</p>	<p><b>We will not cover any claim:</b></p> <ul style="list-style-type: none"> <li>• where the amount in dispute is less than £125;</li> <li>• where the agreement was made prior to the inception of this section unless <b>you</b> have held this or equivalent cover with us or another insurer continuously since the agreement was made;</li> <li>• in relation to extending, altering or renovating <b>buildings</b> or parts of them; or</li> <li>• relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under LEGAL SERVICES CONDITIONS 7 and 8.</li> </ul>
<p><b>3. Property Disputes</b></p> <p>a. A dispute relating to:</p> <ul style="list-style-type: none"> <li>• the interference of <b>your</b> use, enjoyment or right over <b>your home</b></li> <li>• physical <b>damage to your home</b>.</li> </ul> <p>b. A dispute regarding an agreement for the sale or purchase of <b>your</b> main private residence</p> <p>c. A dispute with <b>your</b> landlord regarding a tenancy agreement that <b>you</b> have entered into to rent <b>your home</b>.</p>	<p><b>We will not cover any claim relating to (a):</b></p> <ul style="list-style-type: none"> <li>• in relation to extending, altering or renovating <b>buildings</b> or parts of them;</li> <li>• relating to subsidence, heave, landslip, mining or quarrying;</li> <li>• relating to planning law including town and country planning legislation; or</li> <li>• in respect of the defence of a claim relating to <b>damage to your home</b>, other than defending a counter-claim.</li> </ul> <p><b>We will not cover any claim relating to (b)</b></p> <ul style="list-style-type: none"> <li>• where the agreement was made prior to the inception of this section unless <b>you</b> have held this or equivalent cover with us or another insurer continuously since the agreement was made; or</li> <li>• in relation to extending, altering or renovating <b>buildings</b> or parts of them.</li> </ul> <p><b>We will not cover any claim relating to (c):</b></p> <ul style="list-style-type: none"> <li>• relating to rent, service charges or renewal of the tenancy agreement; or</li> <li>• in respect of the defence of a claim other than defending a counter-claim.</li> </ul>
<p><b>4. Employment Disputes</b></p> <p>A dispute with <b>your</b> employer regarding <b>your</b> contract of employment or a breach of <b>your</b> legal rights under employment laws.</p>	<p><b>We will not cover any claim relating solely to personal injury.</b></p> <p>to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section. 37</p>

# Legal Services Exclusions

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

Also refer to the GENERAL EXCLUSIONS section on page 43

- a. If **you** do not keep to the terms, exclusions and conditions of this section;
- b. If **you** can claim under another policy;
- c. Costs and expenses incurred prior to our written acceptance of a claim;
- d. Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder us or the appointed representative;
- e. Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- f. Any claim deliberately or intentionally caused by **you**;

- g. Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters;
- h. Any claim in respect of libel and slander;
- i. A dispute with us other than as catered for in LEGAL SERVICES CONDITIONS 7 and 8;
- j. Any claim relating to work by or under the order of government, public or local authority;
- k. An application for judicial review; or
- l. Any claim relating to any noncontracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section. 37

# Legal Services Conditions

The following conditions apply to this section.

Also refer to the GENERAL CONDITIONS section shown on page 40

1. **You** must take all reasonable steps to prevent anything happening that may result in a claim.

## 2. CLAIMS - YOUR DUTY

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

## 3. CLAIMS - LEGAL REPRESENTATION

- a. On acceptance of a claim, if appropriate, **we** will appoint an appointed representative.
- b. If it is necessary to start court proceedings or there is a conflict of interest, **you** are free to nominate an appointed representative by sending to us the name and address of the suitably qualified person.
- c. If **we** do not agree to **your** choice of appointed representative under condition

3b above, **you** may choose another suitably qualified person.

- d. If there is still a disagreement with regard to the appointed representative, **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e. In all other circumstances **we** will be free to choose an appointed representative.
- f. An appointed representative will be appointed by us and represent **you** according to our standard terms of appointment.

## 4. CLAIMS – OUR RIGHTS AND YOUR OBLIGATIONS

- a. **We** will have direct access to the appointed representative who will, upon request, provide us with any information or opinion on **your** claim.
- b. **You** must co-operate fully with us and the appointed representative and must keep us up-to-date with the progress of the claim.

- c. At our request **you** must give the appointed representative any instructions that **we** require.
- d. **You** must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- e. If **you** do not accept the recommendation of the appointed representative to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further costs and expenses. f. No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

#### 5. DISCONTINUANCE OF A CLAIM

If **you**:

- a. settle a claim or withdraw a claim without our prior agreement;
- b. do not give suitable instructions to the appointed representative; or
- c. dismiss an appointed representative without our prior consent, our consent not to be withheld without good reason;

the cover **we** provide will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred from **you**.

#### 6. RECOVERIES

**You** must take every available step to recover costs and expenses that **we** have to pay and must pay us any cost and expenses that are recovered.

#### 7. DISPUTES

If any difference arises between us and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in our COMPLAINTS PROCEDURE on page 45.

#### 8. ARBITRATION

**You** have the right to refer any difference that arises between us and **you** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by us and **you**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

# General Conditions

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

## 1. YOUR DUTY TO DISCLOSE INFORMATION

It is **your** responsibility to provide complete and accurate information to us when **you** take out **your** insurance policy, throughout the life of **your** policy, and when **you** renew **your** insurance.

## 2. YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or **damage**. **You** must keep property that is insured under **your** policy in good condition.

## 3. YOUR POLICY YOUR POLICY INCLUDES:

- **your** schedule;
- the relevant sections of this booklet;
- any extra policy sections shown on **your** schedule; and
- any clauses which apply to **your** cover.

## 4. CLAIMS

### Your duties

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

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

Proof of value and ownership To help **you** prove any loss, **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

### Our rights

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

### Limit

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

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

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

## 5. FRAUD

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

## 6. OTHER INSURANCE

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

## 7. MONTHLY PAYMENT PLAN

If **you** have chosen to pay **your** premium utilising the monthly credit facility **you** must make the regular monthly payments as per the terms of **your** credit agreement. If **you** fail to do this **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement and the cancellation charge referred to below will then apply.

## 8. CANCELLING THIS POLICY

- a. Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a prorata basis for the period for which **you** received cover and there will also be an additional charge of up to £30.45 (inclusive of Insurance Premium Tax, where applicable), to cover the administrative cost of providing the policy.
- b. **We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 14 days notice to **your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered.

If **you** have chosen to pay **your** premium utilising the monthly credit facility and **you** do not make regular monthly payments as per the terms of **your** credit agreement, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement and the cancellation charge referred to above will then apply.

## 9. YOUR DUTY TO KEEP TO THE CONDITIONS OF THIS POLICY

To be covered by this insurance **you** must keep to the terms, conditions and clauses of this policy.

## 10. ARBITRATION

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

## 11. INDEX LINKING

**We** may increase the sum(s) insured shown on **your** schedule to allow for increases in the cost of living in line with the retail price index for contents and the House Rebuilding Cost Index for **buildings**. **We** may do this every month and update the sum insured when **your** policy is due for renewal.

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

## 12. JOINT POLICYHOLDERS

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

# General Exclusions

These apply to all sections of the policy

This policy does not cover:

## 1. WAR

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

## 2. TERRORISM

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

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

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

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

This Terrorism exclusion applies only in respect of the **Buildings**, EXTRA ACCIDENTAL **Damage COVER TO Buildings**, CONTENTS, EXTRA ACCIDENTAL **Damage COVER TO 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 above.

## 4. RADIOACTIVITY

loss, **damage** or liability which involves:

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

## 5. SONIC BANGS

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

## 6. POLLUTION OR CONTAMINATION

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

- a. a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the **home**.

# Complaints Procedure

## OUR PROMISE OF SERVICE

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

## WHAT WILL HAPPEN IF YOU COMPLAIN?

- **We** will acknowledge **your** complaint within 2 working days of receipt.
- **We** aim to resolve complaints, following assessment and investigation as quickly as possible.
- Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed.

If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## WHAT TO DO SHOULD YOU BE DISSATISFIED

If **you** have a complaint about this insurance, please contact us on 0800 068 3662.

If **you** have a complaint about a claim **you** have made please contact us on 0800 222 500.

If **you** remain unhappy with the decision **you** receive **you** may write to the Chief Executive UK Insurance, Aviva, PO Box 6, Surrey Street, Norwich NR1 3NS. If **you** are dissatisfied with our final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS).

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

Note that the FOS will only consider **your** complaint if **you** have given us the opportunity to resolve it and **you** are a private policyholder, a business with a group annual income of less than £1 million, a charity with an annual turnover of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, **we** do not resolve **your** complaint within 40 working days, the

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

## 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.

For compulsory classes of cover e.g. Employers Liability **you** would be covered in full for any claim; for any other type of claim, **you** would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about the scheme is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Telephone taping

For our joint protection telephone calls may be recorded or monitored (or both).

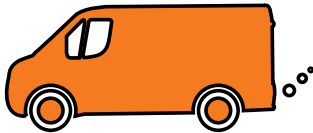
Customer comments

If **you** have any comments or suggestions about our cover, services or any other feedback, please write to: Manager of Customer Relations  
Aviva  
PO Box 15  
Surrey Street  
Norwich NR1 3LN.

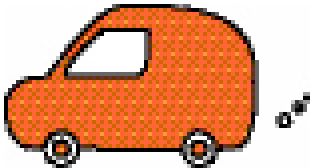
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