

first direct

Home Insurance Policy Booklet

Please read this policy and keep it for reference.

Guide to your first direct Home Insurance policy

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Explaining first direct's service

As an insurance intermediary **first direct** deals exclusively with Aviva for the purposes of your policy. Aviva will deal with the administration of your insurance (including claims, other than Home Emergency Cover where the administration of claims will be handled on behalf of Aviva by Homeserve Membership Limited and Legal Services Cover where the administration of claims will be handled by Arc Legal Assistance Limited). You will not receive advice or recommendation from **first direct** on this arrangement. No fee has been charged by **first direct** for arranging this contract.

first direct is a division of HSBC Bank plc. HSBC Bank plc is registered in England number 14259. Registered Office: 8 Canada Square, London, E14 5HQ.

Helpline telephone numbers

Claims and domestic helpline	0345 300 6032
Customer services	0345 300 6031
Personal legal and tax advice helpline and Legal expenses claim line	0800 051 1716
Home Emergency claims	0345 300 0957

Welcome to your first direct Home Insurance policy booklet

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 and 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 5)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 14, 25 and 29)
 - take reasonable care of your property (see page 50)
- it is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

How to get help...

Claims service

If you want to make a claim under this policy, or need to use our Claims and Domestic Helpline, call us on **0345 300 6032**

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.

Please have your policy number to hand when calling.

Personal legal and tax advice helpline and Legal expenses claim line

If you would like free personal legal and tax advice, or to make a claim under Legal Expenses call **0800 051 1716**.

Home Emergency service

If you have chosen Home Emergency cover and would like to make a claim under this policy, call **0345 300 0957**.

Changes to your policy

If you have any questions, or want to make any changes to your policy, call customer services on **0345 300 6031**.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. To help us continually improve our service, and in the interests of security, we may monitor and/or record your calls with us.

Your first direct Home Insurance policy

Wherever words phrases appear in **bold** in this policy, they will have the meanings described in the definitions section starting on page 7, unless otherwise shown for any policy section.

Please read this policy booklet and the schedule enclosed carefully to make sure that you have the cover you need. You may not be covered by all sections and your schedule will detail the cover and limits applicable.

These are legal documents and should be kept in a safe place. You should return the schedule immediately if any details are not correct. The schedule sets out the cover you have chosen and you may need it if you want to make a claim.

Information and changes we need to know about

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

Please tell us immediately if there are any changes to the information set out in the "Information Provided by You" or on your schedule. You must also tell us about the following changes:

- any intended alteration to, extension to or renovation of your property. However you do not need to tell us about internal alterations to your property unless you are creating an additional bedroom, bathroom or shower room,
- any change to the people insured, or to be insured,
- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on your policy schedule,
- if your property is to be lent, let, sub-let, or used for business purposes,
- if your property is to be unoccupied for any continuous period exceeding the number of days shown on your schedule, or
- if any member of your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If you are in any doubt, please contact us.

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

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

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

The contract of insurance

This policy is a contract of insurance between you and us. The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy booklet;
- information contained on your application form and/or "Information Provided by You" document as issued by us;
- your schedule;
- any clauses endorsed on your policy, asset out in your schedule;
- any changes to your home insurance policy contained in notices issued by us at renewal; and
- The information under the heading "Important Information" which we provide to you when you take out or renew your policy.

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

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

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.

Your cancellation rights

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

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

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

To exercise your right to cancel, please contact Aviva Home Insurance Service Centre on 0345 300 6031.

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

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

Administration charge

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

Customers with disabilities

This policy and other associated documentation is also available in large print, audio, sign language interpretation and Braille. If you require any of these formats please contact us on:

0345 300 6031 (via Text Relay if appropriate).

or visit www.firstdirect.com

Lines are open from 8am to 8pm Monday to Friday.

Aviva's Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. Registered in Scotland, No. 2116. (Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protect you by visiting www.fca.org.uk or by contacting them on 0800 111 6768.

Definitions

Wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section.

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

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

Buildings

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

b. Fixtures, fittings and decorations.

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

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 the limit shown on **your schedule**.

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.

Heave

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

Home

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

Landslip

Movement of land down a slope.

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;
- pedestrian-controlled toys and models.

Period of insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal 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, 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.

Settlement

Downward movement of the land beneath the **buildings** as a result of compaction due to the weight of the **buildings**.

Subsidence

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

Sum insured

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

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, the insurer

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

You, your

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

Buildings section

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

Under the **Buildings section we** will not cover:

- the **excess(es)** shown on **your schedule** (no **excess** applies to the **Emergency access** and **Your liability to the public** sections);
- damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- **your** policy does not cover wear and tear. Please refer to the “Helpful and important information about your insurance” section at the front of this policy booklet for more information; or
- anything set out in the **General exclusions** section of this policy booklet.

The buildings

We will provide cover for loss of or damage to the **buildings** caused by any of the following:

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

Under (b) **we** will not cover loss or damage that happens gradually.

2. Storm or flood.

We will not cover loss or damage:

- caused by frost;
 - to fences, gates and hedges; or
 - that happens gradually.
3. a) Riot, civil unrest, strikes, or labour or political disturbances.
b) Malicious people or vandals.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**; or
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
4. Being hit by:
 - a) Aircraft or other flying objects or items dropped from them; or
 - b) Vehicles or animals.

Under (b) **we** will not cover loss or damage caused by domestic animals.

5. a) Water escaping from water tanks, pipes, equipment or fixed heating systems.
b) Water freezing in tanks, equipment or pipes.

We will not cover loss or damage:

- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
 - to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **home**;
 - by **subsidence, heave or landslip** caused by water escaping.
6. Heating fuel leaking from a fixed heating system.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

7. Theft or attempted theft.

We will not cover loss or damage:

- caused by paying guests, tenants or **you**; or
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

9. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.

We will not cover:

- damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for **subsidence, heave** or **landslip** damage to the **home**;
 - damage if **you** knew when this policy started that any part of the **buildings** has already been damaged by **subsidence, heave** or **landslip**, unless **you** have told **us** about this and **we** have accepted it;
 - damage caused by riverbank or coastal erosion;
 - damage to solid floors caused by infill materials settling, swelling or shrinking;
 - damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**;
 - damage caused by faulty or unsuitable materials, design or poor workmanship.
10. Falling trees or branches.

If **we** accept a claim for damage to **buildings** by falling trees **we** will also pay reasonable costs **you** have to pay for removing from the site:

- a) The fallen part of the tree; or
- b) The tree if it has been totally or partly uprooted.

We will not cover costs **you** have to pay for:

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

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause covered under **The Buildings**, cover sections numbered 1 to 10, and as a result it cannot be lived in, **we** will pay any ground rent **you** still have to pay, for up to two years.

We will also pay:

- a) rent payable to **you**;
- b) any reasonable additional accommodation expenses for **you** and **your** domestic animals;

up to the limit shown on **your schedule** until the **home** is ready to live in.

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

Damage to services

We will provide cover for **accidental damage** to:

- a) Cables and underground pipes which provide services to or from the **buildings**; and
- b) Septic tanks and drain inspection covers

that **you** are legally responsible for.

Under a) **we** will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe, that **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.

Under (a) **we** will not cover damage due to a fault or limit of design, manufacture, construction or installation.

Fixed glass and sanitary fittings

We will provide cover for **accidental damage** to fixed glass and sanitary fittings which form part of the **buildings**. 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).

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

Replacement locks

If the keys to the locks of:

- a) external doors of the **home**; or
- b) alarm systems or domestic safes fitted in the **home**

are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms up to the limit shown on **your schedule**.

Emergency access

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

Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

We will not pay more than the limit shown on **your schedule** for any one incident.

We will not cover the cost of repairing the source of the leak unless caused by loss or damage covered under **The buildings**.

Your liability to the public

(See the important note below)

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

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

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

- from **you** owning the **building** and its land; or
- under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased and occupied.

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

Defective Premises Act 1972

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

We will not pay more than the limit shown on **your schedule** for any one incident. **We** will also pay all **your** costs and expenses that **we** have already agreed to in writing.

We will not cover liability in connection with:

- **you** occupying the **building** and its land;
- 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 **you**;
- loss of or damage to property which belongs to **you** or is in **your** care;
- any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;
- **your** trade, business or profession; or
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

Important note (If **you** are the owner and occupier of the **home** insured by this policy).

Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

If **you** are both the owner and the occupier of the **building**, please remember that **Your liability to the public** does not cover **your** legal liability as the occupier of the **home** or its land.

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

Selling your home

If **you** enter into a contract to sell any **building** insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

Extra accidental damage cover to buildings section

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

We will provide cover for all other **accidental damage** to the **buildings** that is not covered by the **Buildings section** or by **damage to services, fixed glass and sanitary fittings**.

We will not cover:

- the **excess(es)** shown on **your schedule**;
- damage caused by wear and tear, **settlement** and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
- damage caused by water entering the home regardless of how this happened (please note certain water damage is covered under **The Buildings** please refer to the **buildings section** of this policy booklet;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials or design, or poor workmanship;
- damage caused by building alterations, renovations, extensions or repairs;
- damage excluded under the **buildings**;
- maintenance and normal redecoration costs;
- damage caused by **subsidence, heave** or **landslip**;
- damage caused by paying guests or tenants; or
- anything set out in the **General exclusions** section of this policy booklet.

Buildings conditions

The following conditions apply to **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 **your sum insured** is too low **your** claim will be settled on the following basis:

- a) If **you** have provided the **sum insured** shown on **your schedule**, **we** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear;
- b) If **we** have stated 'Unlimited' on **your schedule**, **we** will cover the full cost of rebuilding the **buildings** to the same specification with no upper limit.

2. Settling claims

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

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market.

If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

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

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 reduce the **sum** (or sums) **insured** by the amount paid under any claim.

If **we** accept a claim for loss or damage to **the buildings we** will also pay for the following:

- a) Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b) The 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 by laws.

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 reduce the **sum** (or sums) **insured** by the amount paid under any claim.

What we will not pay

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.

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

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 at the renewal date of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount until **you** reach **our** maximum of 5 years, at the renewal date of **your** policy.

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

See also **General conditions** section of this policy booklet.

Contents section

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

Under the **Contents section we** will not cover:

- the **excess(es)** shown on **your schedule** (no **excess** applies to **Emergency access, Occupiers, Personal and employer's liability** and **Fatal injury benefit**);
- property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature;
- **your** policy does not cover wear and tear. Please refer to the "Helpful and important information about your insurance" section at the front of this policy booklet for more information; or
- anything set out in the **General exclusions** section of this policy booklet.

Contents in the home

We will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

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

Under (b) **we** will not cover loss or damage that happens gradually.

2. Storm or flood.

We will not cover loss or damage that happens gradually

3. a) Riot, civil unrest, strikes and labour or political disturbances.
b) Malicious people or vandals.

Under (a) and (b) **we** will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying **your** power.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**; or
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
4. Being hit by:
 - a) Aircraft or other flying objects, or anything falling from them; or
 - b) Vehicles or animals.

Under (b) **we** will not cover loss or damage caused by domestic animals.

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

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

6. Heating fuel leaking from a fixed heating system.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

7. Theft or attempted theft.

We will not cover:

- loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
- theft by deception, unless deception is used only to get into the **home**;
- theft of **personal money**, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;
- theft if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to;
- theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;
- theft from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force and violence;
- loss or damage caused by paying guests, tenants or **you**; or
- more than the limit shown on **your schedule** for any one incident involving theft from garages and outbuildings.

8. Falling radio or television receiving aerials (including satellite dishes) their fittings and masts.

9. Subsidence or heave of the land on which the **home** stands, or landslip.

We will not cover:

- damage caused by riverbank or coastal erosion;
- damage caused by faulty or unsuitable materials, design or poor workmanship.

10. Falling trees or branches.

Contents temporarily removed from the home

We will provide cover up to the limit shown on **your schedule** for loss of or damage to **contents** by any of the causes listed under **Contents in the home** while temporarily removed from the **home** to:

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

Under (a) and (b) **we** will not cover:

- more than the limit shown on **your schedule** for loss or damage to **contents** in garages and outbuildings; or
- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

Under (b) **we** will not cover:

- loss or damage caused by storm or flood to **contents** that are not in a building; or
- loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository.

Accidental damage to home entertainment equipment, mirrors and glass

We will provide cover for **accidental damage** up to the limit shown on your schedule to:

1. a) Television sets (including digital and satellite receivers), DVD/video players and recorders, games consoles, home computers and audio equipment in the **home**; and
- b) Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**.

We will not cover:

- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
 - digital/video cameras and satellite navigation systems;
 - radio transmitters, mobile phones and hearing aids;
 - damage caused by wear and tear or anything which happens gradually;
 - damage caused by the process of cleaning, washing, repairing or restoring any item;
 - electrical or mechanical breakdown;
 - damage caused by fitting a battery incorrectly;
 - loss in value;
 - failure to use in line with the manufacturer's instructions; or
 - damage caused by chewing, scratching, tearing or fouling by domestic animals.
2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

Contents in the garden

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**.

We will not cover:

- loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**; or
- loss of or damage to pedal cycles.

Garden Cover Re-landscaping

We will pay up to the amount shown on **your schedule** for the cost of re- landscaping **your** garden if **your** garden is damaged by a cause listed under the **Content in the Home**.

Replacement locks

If keys to the locks of:

- a) External doors of the **home**; or
- b) Alarm systems or domestic safes fitted in the **home**

are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms up to the limit shown on **your schedule**.

Food in freezers

We will provide cover for loss of or damage to food stored in a freezer in the **home**, up to the limit shown on **your schedule**, caused by:

- a) A rise or fall in temperature; or
- b) Contamination by freezing agents.

We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying **your** power.

Domestic heating fuel and metered water

We will provide cover, up to the limits shown on **your schedule**, for accidental loss of:

- a) Domestic heating fuel; and
- b) Metered water.

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause which would be covered under **The Buildings**, cover sections numbered 1 to 10, and as a result it cannot be lived in, **we** will pay for:

- a) **your** loss of rent;
- b) any reasonable additional accommodation expenses for **you** and **your** domestic animals

up to the limit shown on **your schedule**, until the **home** is ready to live in.

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

Fatal injury benefit

We will pay up to the limit shown on **your schedule** if **you** die as a direct result of injury caused in the **home** by fire, explosion, lightning or intruders.

For **us** to pay a claim, **your** death must happen within three months of the incident.

Household removals

We will provide cover for loss of or damage to **contents** while being moved by professional furniture removers from the **home** to **your** new permanent home (including temporary storage in a furniture depository for up to seven days in a row) in the **British Isles**.

We will not cover **personal money**, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.

Religious festivals and wedding gifts

We will increase the **sum insured** for **contents** by the amounts shown on **your schedule**:

- during any month in which **you** celebrate a religious festival, to cover gifts and food bought for the occasion;
- during the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

Occupier's, personal and employer's liability

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

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

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

- the **British Isles**; or
- the rest of the world, for temporary visits;

and arising:

- as occupier (not as owner) of the **home** and its land; or
- in a personal capacity (not as occupier or owner of any building or land); or
- as employer of a **domestic employee**.

We will not pay more than the **Occupiers and personal liability** limit shown on **your schedule** for any one incident, unless a claim is made against **you** by a **domestic employee** where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is the limit shown on **your schedule** for **employers liability**).

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

We will not cover liability in connection with:

- a) **You** owning land, buildings or other fixed property.
- b) **You** living in or occupying land or buildings other than the **home** or its land.
- c) Aircraft other than pedestrian controlled toys or models.
- d) **You** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**.
- e) Caravans.
- f) Boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian-controlled toys or models.
- g) Deliberate or malicious acts.
- h) Transmission of any communicable disease or virus by **you**.
- i) Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).
- j) Any agreement, except to the extent that **you** would have been liable without the agreement.
- k) Any trade, business or profession.
- l) Loss of or damage to property which belongs to **you** or is in **your** care or control.
- m) Bodily injury or illness to **you**.

For claims involving liability for bodily injury to or illness of a **domestic employee** working for **you**:

- exclusions (a), (b), (c), (e), (f), (g), (h), and (k) will not apply; and
- exclusion (d) will not apply unless cover or security is needed under any of the Road Traffic Acts.

Important Note

(If **you** are the owner but not the occupier of the **home** insured by this policy.)

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

If **you** are the owner but not the occupier of the building please remember that Occupiers, Personal and Employers liability does not cover **your** legal liability as the owner of the home and its land.

To protect yourself, **you** will need to arrange buildings insurance which provides Your Liability to the Public cover.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Tenant's liability

We will provide cover up to the limit shown on **your schedule** if **you** are legally responsible as a tenant for:

- a) Loss of or damage to the **home** and landlord's fixtures and fittings by any of the causes listed under **Contents in the home**.
- b) Accidental breakage of:
 - fixed glass (including glass in solar-panel units); or
 - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings)

which form part of the **home**.

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

Under c. **we** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

We will not cover:

- loss or damage excluded under **Contents in the home**;
- loss or damage that happens while the **home** has been left **unoccupied** for more than the number of days shown on **your schedule**;
- loss or damage caused by building work which involves alterations, renovations, extensions or repairs.

Under c. **we** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

Title deeds

We will pay the cost of preparing new title deeds to the **home** up to the limit shown on **your schedule**, if they are lost or damaged by any of the causes listed under **Contents in the home**.

Emergency access

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

Extra accidental damage cover to contents in the home section

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

We will provide cover for all other **accidental damage to contents** while in the **home** that is not covered by the **Contents section** or by **Accidental damage to home entertainment equipment, mirrors and glass**.

We will not cover:

- the **excess** shown on **your schedule**;
- food in freezers, clothing, contact lenses, stamps and pedal cycles;
- damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under **Contents in the home** please refer to the **Contents Section** of this policy booklet);
- any loss that is not the direct result of the insured incident itself;
- damage which is excluded under **Contents in the home**;
- loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet; or
- anything set out in the **General exclusions** section of this policy booklet.

Clerical business equipment section

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

Definitions

The following definitions apply in addition to those shown on page 7, and only apply to this section of cover.

Business credit cards

Credit, cheque, debit, charge, bankers' and cash dispenser cards belonging to you and used for any trade, professional or business purposes.

Business money

Cash, cheques, money orders, postal orders, current postage stamps (not part of a collection), National Insurance stamps or certificates, premium bonds, travellers' cheques, travel tickets, gift tokens and phone cards belonging to you and used for any trade, professional or business purposes.

Clerical business equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunications equipment, office equipment, stationery, documents, business books and computer records all owned by or the legal responsibility of you and used in the running of your business.

Clerical business equipment does not include:

- motorised vehicles, aircraft, boats, sailboards, surfboards, jet skis, caravans, trailers, and parts and accessories of any of these;
- fixtures and fittings other than as occupier and not owner of the buildings;
- personal money, business money, credit cards and business credit cards;
- pedal cycles;
- any living creature.

Clerical business stock or trade samples

Goods owned by or held by you in connection with any trade, professional or business purposes for sale or supply or as trade samples.

Clerical business stock or trade samples does not include:

- motorised vehicles;
- wines, spirits or tobacco;
- furs, antiques or works of art;
- jewellery, precious metals or stones, or any articles made from them;
- chemicals or any hazardous materials.

We will pay up to the limits shown on **your schedule** for:

- a) Loss or damage to **clerical business equipment** and **clerical business stock or trade samples** in the **home** caused by any of the causes listed in **Contents in the home** under the **Contents section** of this policy.
- b) Theft of **business money** from the **home**; and
- c) Theft of **business credit cards** from the **home** and use without the permission of any of the authorised card holders.

Under (a) **we** will not cover:

- damage which is excluded in **Contents in the home** under the **Contents section** of this policy; or
- the **excess** shown on **your schedule**.

Under (b) and (c) **we** will not cover:

- the **excess(es)** shown on **your schedule**;
- theft after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
- theft of **business money** unless someone has broken into or out of the **home** by using force and violence;
- loss by deception unless deception is used only as a way to get into the **home**;
- theft of **business money** not reported to the police immediately upon discovery;
- theft of **business credit cards** unless **you** tell the credit card company immediately **you** find a **business credit card** missing;
- illegal use of a **business credit card** by **you**;
- theft which results from any authorised **business credit card** holder not following the credit card company's terms and conditions.

Contents conditions

The following conditions apply to the **Contents, Extra accidental damage cover to contents in the home** and **Clerical business equipment sections**.

1. The sum insured

At all times the **sums 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.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market.

If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

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

What we will pay

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.

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

We will not pay more than the single item limit shown on **your schedule** for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified on **your schedule** **you** will need to provide proof of the items value.

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 for policies running less than 12 months.

6. To help us settle your claim

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

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** section of this policy booklet.

Personal belongings section

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

This cover is for loss or damage to **your personal belongings** shown on **your schedule** in and away from the **home** anywhere in the world.

Under the **Personal belongings section** (including **Personal money, Credit and debit cards** and **Pedal cycles** when shown on **your schedule**) **we** will not cover

- the **excess(es)** shown on **your schedule**;
- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). We will not pay more than the limit shown on your schedule for any one incident of theft from an unattended vehicle (this limit applies in total to all property covered under the **Personal belongings section** except for pedal cycles);
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss or damage to sports racquets, sticks, bats and clubs while in use;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- theft by deception, unless deception is used only as a way to get into the **home**;
- business goods and equipment;
- furniture, furnishings, household goods and equipment, food and drink;
- bonds, stocks, shares and documents of any kind other than driving licences and passports;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature; or
- anything set out in the **General exclusions** section of this policy booklet.

Unless the following items are specifically shown on **your schedule**, **we** will not cover:

- snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;
- contact, corneal cap or micro lenses and hearing aids;
- pedal cycles and their parts, spares or accessories; or
- **personal money**, credit and debit cards.

Personal money, credit and debit cards

Cover only applies when shown on **your schedule**.

We will cover loss of:

- **personal money** up to the limit shown on **your schedule**;
- credit and debit cards held for social, domestic or charitable purposes up to the limit shown on **your schedule**. Credit and debit cards are only insured against loss if they are used by someone without **your** permission following loss or theft.

We will also cover any costs **we** have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

Under **personal money**, credit and debit cards **we** will not cover:

- loss caused by mistakes;
- losses not reported to the police;
- losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- any business credit/debit cards; or
- anything set out in the **General exclusions** section of this policy booklet.

Pedal cycles

Cover only applies when shown on **your schedule**.

We will provide cover for loss of or damage to **your** pedal cycles anywhere in the world up to the limit shown on **your schedule**.

We will not cover:

- loss or damage to tyres or accessories unless the pedal cycle is stolen or damaged at the same time;
- loss or damage while the pedal cycle is being used for racing, pace making trials or business purposes;
- theft unless the cycle is:
 - in **your** immediate custody and control;
 - securely locked to an object that cannot be moved;
 - in a locked building;
- any pedal cycle with a motor; or
- anything set out in the **General exclusions** section of this policy booklet.

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 will 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.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market.

If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

What we will pay

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

4. Items valued over the single item limit

We will not pay more than the single item limit shown on **your schedule** for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified on **your schedule** **you** will need to provide proof of the items value.

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 at the renewal of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount until **you** reach **our** maximum of 5 years, at the renewal of **your** policy.

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

6. To help us settle your claim

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

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 legal services cover will only apply if it is shown on **your schedule**. The cover is for the persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Legal Services is underwritten by Aviva Insurance Limited. Claims handling is managed by Arc Legal Assistance Limited (Arc) and **we** will let **you** know if this company changes.

Personal legal advice helpline and making a claim

We will give **you** confidential advice over the telephone on any personal legal and tax matters under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell **you** what **your** legal rights are, what course of action is available to **you**, if that action can be taken by **you** or whether **you** need to consult with a **lawyer**. **We** will also tell **you** if **your** issue could be covered under the legal services insurance.

Please call the legal helpline as soon as **you** become aware of a situation that may lead to a claim. There are no fees or **excess** to pay and using the legal services cover will not affect **your** level of no claim discount on **your** Home Insurance Policy.

The legal helpline is open 24 hours a day, 365 days a year. If **you** need to claim under **your** legal services cover **your** details will be passed to Arc who will contact **you** directly. Tax advice is only available Monday to Friday between 9am and 5pm.

For confidential legal and tax advice call **us** on **0800 051 1716**. Please have **your** policy number to hand as **you** will be asked for this when **you** call.

What legal services insurance is for and how it works

This cover is to help **you** and **your** family, as described above, to pursue or defend legal claims. The issues **we** may be able to help with are described in the Insured Events section.

- As soon as **you** become aware of a situation that may lead to a claim **you** should call **us**.
- 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**.
- The **lawyer** will first assess how likely **you** are to win **your** case. **We** call this 'prospects of success', and **we** explain this further in that section. 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**.
- The **lawyer** will try to resolve **your** case with the other side.
- If they are unable to do so 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.
- Providing the prospects of success stay in **your** favour **we** will continue to pay for the **lawyer's costs and expenses** throughout the claim.

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.

Prospects of success

1. Gather your 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 any of the following where relevant:

- Copy of contracts.
- Witness details.
- Correspondence with anyone regarding **your** claim.
- Photographs.
- Medical and/or expert reports.
- Medical records.
- Estimates/quotes for repairs.
- Any documents received or sent to a court.
- A statement or diary of everything that has happened.
- Receipts for expenses.
- The deeds to **your** home.
- Any other information.

It is important that **you** tell **us** about a dispute as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.

2. 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 **we** will fund the case for **you**.

When considering **your** case the **lawyer**:

- 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.

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.

3. 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 complaints procedure section.

Insured events

For the insured events described below, which **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 any other legal remedy.

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

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.

If **you** would like some more information about employment claims call the helpline on **0800 051 1716**.

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.

Call the helpline on **0800 051 1716** to see if **your** situation may be covered.

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 1716** for assistance.

Property Disputes

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent. **You** will not be covered for a claim which relates, in any way, to the letting out of a property.

What is covered

- 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 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.

If **you** would like some more information about property claims call the helpline on **0800 051 1716**.

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.

Call the helpline on **0800 051 1716** to see if **your** situation may be covered.

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.

If **you** would like some more information about consumer claims call the helpline on **0800 051 1716**.

Common examples of consumer claims

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.

Call the helpline on **0800 051 1716** to see if **your** situation may be covered.

Personal Injury

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.

If **you** would like some more information about personal injury claims call the helpline on **0800 051 1716**.

Common examples of personal injury claims

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

Call the helpline on **0800 051 1716** to see if **your** situation may be covered.

Medical or Cosmetic Negligence

What is covered

- Claims relating to medical negligence which causes death or injury to **you**.
- Claims relating to cosmetic negligence which causes death or injury to **you**.

What is not covered

- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

If **you** would like some more information about medical or cosmetic negligence claims call the helpline on **0800 051 1716**.

Common examples of medical or cosmetic negligence claims

- 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.

Call the helpline on **0800 051 1716** to see if **your** situation may be covered.

Medical and cosmetic 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.

For claims relating to medical or cosmetic 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.

Legal services conditions & exclusions

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 the 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 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 claim 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** home but is more widespread e.g. work on roads, railways and airports.
- o. Any claim made by anyone other than **you** or **your** family attempting to enforce their rights under this cover.
- p. Where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.
- q. Any test case unless:
 - (i) The case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **Our lawyer** agrees that the case is more likely than not to be successful.

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

- r. A claim resulting from anything set out in the **General exclusions** section.

The following conditions also apply to this section:

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 or 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.
- (ii) do not give clear instructions when requested by the **lawyer**.
- (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

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in **our** complaints procedure section.

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 of this policy booklet.

4. General conditions

Please refer to the **General conditions** section of this policy booklet.

Home emergency cover

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

Home Emergency cover provides **you** with assistance in the event of an **emergency** at **your property**.

We describe an **emergency** as an unforeseen and sudden incident which (i) causes a loss of **essential services** or damage to **your property**; or (ii) exposes a risk to **your** health; or (iii) makes **your property** uninhabitable, and which is set out below in any of the 'What is covered' sections.

Home Emergency Claims: 0345 300 0957

This is the telephone number to call if **you** want to make a claim for an **emergency**, which is covered under this section.

Lines are open 24 hours a day, 365 days a year. Once **you** have called to make a claim **our** advisors will arrange to get an **engineer** to the **property** as soon as possible.

Customer Services number: 0345 300 6031

This is the telephone number to call when **you** have any questions about this cover. Lines are open 8am-8pm Monday to Friday, 9am-5pm Saturdays and 10am-4pm Sundays.

Telephone call recording

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

Useful information regarding this cover

Smell gas; think you have a leak?

If **you** think **you** have a gas leak **you** MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will need to visit **your property** and isolate the leak before **we** can provide any assistance.

Boiler servicing & carbon monoxide leak

When the gas that fuels **your** boiler isn't burnt correctly, carbon monoxide is produced. Carbon monoxide cannot be seen or smelt but can cause headaches, nausea, drowsiness and can cause death as well. So it is vital to get **your** boiler and gas appliances inspected and serviced regularly. This will ensure they are working as safely and efficiently as possible.

Creating access

On arriving at **your property**, the **engineer** will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of **your** possessions (such as storage boxes or furniture) in the way) the **engineer** will need to create access. If **you** want the **engineer** to do this, **you** will be asked to confirm this in writing while the **engineer** is at your **property**. Unless stated in any of the 'What is covered?' sections below, **we** will not cover **you** for any damage that may be caused to the **property**, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by **our engineer's** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to do the work until **you** have arranged access.

Reinstatement – **We** will reinstate any floor covering or surface to make it safe, within the claims limit. However, **we** are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.

Explaining the parties involved in this cover

This Home Emergency cover is underwritten by Aviva Insurance Limited.

Claims handling is managed by Homeserve Membership Limited.

HomeServe Membership Limited (HomeServe) is registered in England with No. 2770612, registered office at Cable Drive, Walsall, West Midlands WS2 7BN. Authorised and regulated by the Financial Conduct Authority, registration number 312518.

You can check any of the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Important information about your home emergency cover

Please refer to 'Your **first direct** Home Insurance Policy' section for more information on the following;

- **Choice of Law**
- **Use of Language**
- **Customers with Disabilities**
- **Your Cancellation Rights**

Your cancellation rights

You have a statutory right to cancel this **policy** within 14 days from the day of purchase or the day on which **you** receive **your** Home emergency cover policy documentation, whichever is the later. Please refer to the **General conditions** section of this policy booklet for full details of **your** right to cancel.

Our rights

We will be entitled (at **our** cost but in **your** name) to defend any legal action or to start or take over any legal action to recover any payments **we** have made to any other person or organisation, in connection with this cover. **We** will have complete control of any such legal action, including any decision to settle.

You agree to give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Complaints Procedure

What to do if you are unhappy

If **your** complaint is about how this cover was sold, please contact, Aviva Home Insurance Service Centre on **0345 300 6031**

(Open 8am-8pm Monday to Friday, 9am-5pm Saturdays and 10am-4pm Sundays)

Or **you** can write to **first direct** Customer Care Team, Customer Services Centre, PO Box 7463, Pitheavlis, Perth, PH2 0XY.Or

If **your** complaint is about:

- the terms and conditions of this cover, or
- the decision made on **your** claim, or
- the settlement amount of **your** claim, or
- the way **your** claim was dealt with.

you can call HomeServe on 0345 300 0957

Or **you** can write to HomeServe at: HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone:

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

Or simply visit their website at **www.financial-ombudsman.org.uk**

Whilst **we** are legally bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Please refer to the 'Complaints Procedure' section of this policy booklet for more information

Financial Services Compensation Scheme

HomeServe are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if HomeServe cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street London, EC3A 7QU.

Definitions

Under this section in addition to the definitions set out in 'Definitions' section in the front of this policy booklet, wherever the following phrases appear in **bold** they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

Engineer

A person employed or authorised (or both) by HomeServe to assist with **your emergency**.

Emergency

A sudden and unforeseen incident at the **property** which is set out in any of the 'What is covered' sections below and which:

- exposes **you** or a third party to a health risk, or
- causes a loss of **essential services** or damage to the **property**, or
- makes the **property** uninhabitable.

Essential services

Any of the following services:

- mains drainage, up to the boundary of the **property**, or
- water, electricity and gas supply to and within the **property**, or
- the main source of heating of the **property**.

Property

The total area of the land and buildings at the address set out in the **schedule** including the house, flat or apartment and any attached outbuilding (for example, a garage or lean-to shed), but excluding:

- any communal or service duct areas, and
- detached garages, sheds, greenhouses and non-permanent structures.

Schedule

The document that gives details of **your first direct** Home Insurance policy and if **you** have selected Home emergency cover.

You/Your

The owner of the **property** who is named on the **schedule** and any person authorised to be in the **property** at the time of the **emergency**.

Cover

- In the event of an emergency **we** will cover the costs of labour, parts and materials (including VAT) up to an amount of £1,000 per claim.
- There is no limit to the number of claims **you** can make.
- In the unlikely event that **your property** becomes uninhabitable as a result of an **emergency**, **we** will reimburse **you** for **your** hotel costs (room and transport to the hotel only) up to an amount of £1,000 per claim. This is in addition to the overall claims limit.
- **We** will not cover anything which is specifically excluded in any of the 'What is not covered' sections below.

Repair of your main heating system

We will cover **your** main heating system as follows:

- A. Breakdown of Gas central heating system.
- B. Breakdown of Oil-fired central heating system.
- C. Breakdown of Electric heater(s).

Exclusions that apply to all main heating systems A, B and C

We will not cover the following:

- Routine maintenance, cleaning, and servicing.
- LPG (Liquid Petroleum Gas) boilers.
- Dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating).
- Warm air and solar heating systems.
- Sludge, scale or rust in the primary heating system, or damage caused by a harmful chemical in the water.
- Repair or replacement of convector heaters, water tanks and hot water cylinders.
- Separate heaters providing hot water.
- Adjustment of timing and temperature controls.
- Resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do.
- Underfloor heating.
- Other appliances such as cookers and fires.
- Radiators or radiator valves.
- Boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed).

Useful information regarding the cover for your main heating system

Main heating systems that are beyond economical repair

On assessment of **your** main heating system, **our engineer** may declare it to be 'beyond economical repair'; this means:

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model, or
- **we** are unable to obtain the required manufacturer's spare parts from **our** suppliers to complete the repair, within 28 days.

Temporary heating

If a part needs to be ordered and it will take over 72 hours to arrive from the **engineer's** first visit, **we** will deliver two electrical heaters to **your property**. The heaters will be yours to keep.

Contribution towards a new boiler or electric heater

In the unlikely event that **your** main heating system is declared beyond economical repair, **we** will advise **you** to replace it and will contribute £500 towards the cost of a new boiler or electric heater. **You** are responsible for arranging for a replacement.

You will then have the choice to continue with the cover and **your** new boiler or heater(s) will be covered as long as it is not excluded under the 'What is not covered' sections or the **Home emergency cover General exclusions** section of this **cover**.

Boilers and electric heaters under manufacturer's warranty or guarantee

If **your** boiler or electric heater is under a manufacturer's warranty or guarantee, any repair work undertaken under this cover may invalidate that warranty/guarantee. **We** strongly advise that **you** check the warranty/guarantee terms and conditions before making a claim as **we** will not be liable in the event that **our** repair work invalidates any warranty or guarantee.

Please read the relevant section (A, B or C) below for an explanation of the cover that applies to **your property**.

A. Breakdown of gas central heating system

What is covered?

You are covered for the failure of **your** gas boiler and/or central heating system. Work will be done by a Gas Safe registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- Immersion heaters, combination cylinders, Elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax) or their controls.
- Separate gas heaters providing hot water.
- Fan convector heating.
- Combined heat and power systems.
- Cosmetic damage.
- Other gas appliances except gas fires forming part of a back boiler.

B. Breakdown of Oil-fired central heating system

What is covered?

You are covered for the failure of **your** oil boiler and/ or central heating system. Work will be done by an oil specialist **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- Breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel.
- Losses caused by delays by **our** suppliers or their agents getting spare parts that are not immediately available.
- Defect or failing arising from the original design of the boiler or system or both.
- Replacing the expansion tank.
- Plastic or metal oil tanks and their associated pipework and contents.
- Repair or replacement of the water jacket or heat exchanger.
- Flues, except balanced flues that are integral to the boiler.
- Items not forming part of the boiler or system or both, e.g. water pumps installed separately.
- Cosmetic damage.

C. Electric heater(s) breakdown

What is covered?

You are covered for the failure of **your** electrical heater(s). Work will be done by an approved registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- Failure of electric storage or panel heater(s).
- Repair or replacement of the permanent wiring to the electrical heater(s).

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- Electric water heaters.
- Any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smarheat systems, wet systems and underfloor heating.
- Heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters.
- Air conditioning units.
- Immersion heaters.
- Cosmetic damage to the casing of domestic electrical heaters or timer switches.
- Failure or breakdown of timers for domestic electrical heaters where there is a manual override facility.

Internal plumbing and drainage

What is covered?

You are covered for emergencies relating to **your** internal plumbing or drainage or both, which results in total loss of water to **your property** or loss of water to **your** kitchen taps, blocked drainage, leaks or loss of toilet facilities in **your property**.

If the **property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** solely own.

Examples of what we will cover:

- Blocked toilet.
- Leaking pipe.
- Leaking soil vent pipe.
- Blocked waste pipe.
- Leaking toilet.
- Leaking internal stop-tap.
- Emergencies that require the draining down and isolation of a leaking cold water tank or hot water cylinder.
- A complete drain blockage that results in all sinks being blocked.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- Domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers.
- Dripping taps that need repair.
- Replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (e.g. basins and toilet bowls).
- Showers including the shower unit, controls, outlet or shower head.
- Frozen pipes that have not caused a permanent blockage.
- Smells and noises from pipework or drains.
- Leaking overflow pipes.
- Repairs to **your** water supply pipe.

External drainage

What is covered?

You are covered for a blockage to the underground drainage pipes that are not beneath or inside any building or outbuilding and serve **your property** only (i.e. are not shared) and that are within **your property** boundary. If the drainage pipe is not **your** responsibility, **you** will need to contact **your** local water supply company.

The **engineer** will leave **your** drain running clear by unblocking the drain or repairing or replacing damaged sections of waste pipe. This includes leaving the ground level after refilling any hole the **engineer** has to dig.

Examples of what we will cover

- Blocked external drain.
- Collapsed external drain.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not provide any cover under this external drainage section if the **property** is a flat or apartment.

We will not cover the following:

- a) Drains (sewers) for which **you** do not have responsibility, including the lateral or shared drains and drains that are outside **your property** boundary.
- b) Frozen pipes that have not caused permanent blockage.
- c) External guttering, rainwater downpipes, rainwater drains and soakaways.
- d) Drain clearance where **we** have previously advised **you** to install access points (e.g. rodding eye, manhole) and **you** have not done so.
- e) Like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Internal gas supply pipe

What is covered?

You are covered for a leak on **your** internal gas supply pipe. After the National Gas Emergency Service has visited **your property** and isolated **your** gas supply, work will be done by a Gas Safe registered **engineer**, who will repair or replace the damaged section of internal gas supply pipe. **Our engineer** will also turn **your** gas supply back on.

Examples of what we will cover

- Leaking internal gas supply pipe.
- Leaking gas supply hose connecting to a gas cooker.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- External gas supply pipe (it is the responsibility of the National Grid).
- Appliances connected to **your** internal gas supply pipe.
- Sections of the internal gas supply pipe that are outside the **property** or inside any outbuilding on the **property**.

Electrical emergency and breakdown

What is covered?

You are covered for electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut to **your property** alone.

Examples of what we will cover

- Breakdown of fuse box.
- Lost power to circuit.
- Permanent damage to the domestic electrical wiring caused by a power cut.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not cover the following:

- A power cut that affects more than just **your property**.
- Non-permanent wiring or electrics, e.g. kettles, fairy lights and other appliances with plugs.
- Repairs or replacements of wall sockets, switches and light bulb sockets.
- Routine electrical maintenance tasks e.g. replacing light bulbs and adjusting the timer.
- Permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems, air conditioning units.
- The shower unit or immersion heater unit.

- Portable or fixed electrical heating systems or energy efficiency management systems.
- Repairing or replacing wiring encased in rubber or lead.
- Any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671.

Security and roofing

What is covered?

You are covered for damage to roofing, external windows and doors, broken locks and loss of keys.

If a security or roofing incident happens, **we** will protect **your property** from further damage or make sure the **property** is secure (or both).

Examples of what we will cover

- Use of tarpaulin to protect the **property** if roofing tiles are blown off during bad weather.
- Boarding up of broken glazing to make the **property** secure.
- Repair of broken locks for external windows and doors if the **property** is insecure.
- In the event **your** keys are lost/stolen and there is no other set available to access the main house on **your property**, **we** will provide an **engineer** to assess the most efficient way to gain access. This is usually by replacing the locks and keys; however in some circumstances it may be more practical to find an alternative solution to suit both parties.
- Making the **property** secure after loss of external-door keys that are **your** responsibility.
- Repair of garage door to make the **property** secure.

What is not covered? (Also see the **Home emergency cover General exclusions**)

We will not provide cover for any roofing **emergency** if the main home on the **property** is a flat or apartment.

We will not cover the following:

- Loss of keys for any building on the **property** that is not the main house, including detached outbuildings, garages, greenhouses, sheds or communal or shared areas.
- Loss of keys to the main house on the **property** if **you** have access to another set of keys.
- Replacement of an attached garage door, or repair or replacement of the electrical unit powering a garage door.
- Doors and windows that do not secure the **property**, such as internal porch doors, internal doors and internal conservatory doors.
- Claims for keys, locks and glazing in shared communal areas if **your property** is a flat or apartment.

Pest infestation

What is covered?

You are covered for the removal of an infestation of the following:

- Brown or black rats or house or field mice in the main house, flat or apartment on **your property**.
- Wasps' or hornets' nests anywhere on **your property**.

What is not covered? (Also see the **Home emergency cover General exclusions**)

If **your property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** own.

We will not cover the following:

- Ants, cockroaches, bedbugs, fleas, spiders, flies, birds, squirrels, bees or any other pest that may require specialist removal.
- Rats or mice outside the main house on the **property** e.g. in detached garages, the garden and other detached outbuildings.

- Pest infestations where **you** have not followed **our** previous recommendations on how to avoid such problems.
- Problems where **you** cannot tell **us** the type of pest concerned.
- Damage caused by pests to **your property** and contents (e.g. if a rat chewed through **your** sofa), unless otherwise stated in any 'What is covered' section in this **cover**.

Home emergency general exclusions

The following are excluded from the cover so **we** will not be liable for:

- Any costs or activities above the claims limit or any other limit specified in any 'What is covered?' section. **You** are responsible for agreeing and settling any such costs directly with the **engineer**.
- Any losses caused by any delays in getting spare parts.
- Any associated expenses or losses you incur which relate to an **emergency** but are not directly covered by this **cover**.
- Systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall.
- Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.
- Any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this **cover**, which does not comply with British Standards.
- The costs of any work carried out by **you** or people not authorised by **us** in advance.
- Any parts not supplied and chosen by **us**. Subject to any applicable regulations, **our engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However this part will not be guaranteed. **Our engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system.
- Situations where because of health and safety and with **your** prior agreement, another **engineer** has to be brought in who **we** do not employ, e.g. to handle asbestos.
- Loss caused by damage occurring while the **property** has remained unoccupied for 60 or more consecutive days.
- Loss arising from subsidence, heave of the site or landslip caused by:
 - Bedding down of new structures.
 - Demolition or structural repairs or alterations to the **property**.
 - Faulty workmanship or the use of defective materials.
 - River or coastal erosion.
- Loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood.
- Investigative work where the incident that caused **you** to claim has already been resolved.
- Claims to do with mobile homes and bedsits – please see the definition of **property** in the 'Definitions' section.
- Loss, damage related to:
 - Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves.
 - Water softeners.
 - Waste disposal units and macerators.
 - Air conditioning units.

- v. Unvented hot water cylinders or their controls.
- vi. Cesspits, septic tanks and any outflow pipes.
- vii. Vacuum drainage systems.
- viii. Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps.
- ix. Ground, air and water source heat pump systems.
- x. Power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time).
- xi. anything set out in the **General exclusions** section of this policy booklet.

Home emergency cover general conditions

- a. **Your** duty to prevent an **emergency** – **You** must take all reasonable precautions to prevent an **emergency**. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that the **property** is in good condition.
- b. **Fraud** – please refer to the **General conditions** section of this policy booklet.
- c. **Monthly payment plan** – please refer to the **General conditions** section of this policy booklet.
- d. **Cancelling this policy** – please refer to the **General conditions** section of this policy booklet.

General conditions

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

1. Important Notice – Information we need to know about

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

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

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

2. Your duty to prevent loss or damage

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.

Your policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

3. Your policy

The following elements form the contract of insurance between **you** and **us**, please keep them in a safe place:

- **your** policy booklet;
- information contained on the application and/or “Information Provided by You” document as issued by **us**;
- **your Schedule**;
- any **clauses** endorsed on **your schedule**;
- any changes to **your** home insurance policy contained in notices by **us** at renewal; and
- the information under the heading “Important Information” which **we** provide to **you** when **you** take out or renew **your** policy.

4. Claims

Your duties

As soon as **you** are aware of an event or cause 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 damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.
- b) Contact **us** as soon as reasonably possible and in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help **we** need to settle **your** claim.
- c) Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**.
- d) 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.

To help us settle your claim

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

Our rights

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

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

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

Limit

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

- a) up to the limit shown 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 premiums

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

We will provide **you** with one month's cover for each monthly premium **you** pay. If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the **General conditions** section of this policy booklet.

8. Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

To cancel, please contact Aviva Home Insurance Service Centre on **0345 300 6031**.

Our right to cancel your policy

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

Valid reasons include but are not limited to the following:

- Non payment of premium(s). If premium(s) are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter or from the start date if the initial payment is not made in full.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims' section of the **General conditions** section of this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Information and changes we need to know about' section within **your first direct** Home Insurance Policy of this policy booklet and the separate 'Important information and changes you need to know about' notices supplied.

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

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

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. 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.

11. 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, Clerical business equipment 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**.

7. Deliberate or Criminal Acts

any loss or damage

- deliberately caused by; or
- arising from a criminal act committed by;

you or any other person living with **you**.

8. Events before the cover start date

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

Complaints procedure

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

What will happen if you complain

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you** to seek resolution by contacting:

- If **your** complaint is regarding the sale of **your** insurance, please telephone the Customer Services Helpline on 0345 300 6031 or write to:

first direct Customer Care Team
Customer Services Centre
PO Box 7463
Pitheavlis
Perth
PH2 0YX

and ask **your** contact to review the problem.

- If **your** complaint is regarding a claim please telephone Customer Relations on 0345 300 6032 or write to:

first direct Customer Care Team
Customer Services Centre
PO Box 7463
Pitheavlis
Perth
PH2 0YX

and ask **your** contact to review the problem.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

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

We always welcome feedback so **we** can improve **our** products and services.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

first direct

Customer Services Helpline

0345 300 6031

Important notes

Home Insurance is underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116.

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