Home Insurance Policy Booklet

Please read this policy and keep it for reference.
Welcome to your first direct Home Insurance policy booklet

Explaining first direct’s service

As an insurance intermediary, first direct deals exclusively with Aviva for the purposes of your policy. first direct is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority as an insurance intermediary and is permitted by the insurers to provide insurance products, sell these to you and service your insurance needs.

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 UK Bank plc. HSBC Bank plc and HSBC UK Bank plc are members of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC Bank plc and HSBC UK Bank plc.

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’s 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.

Things we need to know about you

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. See The contract of insurance and Information and changes we need to know about for more information.

Helpline Telephone Numbers

Claims Service

If you need to make a claim or have a query about something that has happened please call us on 03 453 006 032.

You should always call us if you need urgent help, for example:

● your home isn’t secure (eg damaged locks, doors or windows)

● there is standing water in your home

● a water leak is on-going or water is entering your home

● anyone is at risk of injury, or

● your home can’t be lived in.

Our personal claims managers offer help and advise around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we’ll take care of the arrangements. You just have to pay the excess.
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first direct is a division of HSBC UK Bank plc. HSBC UK Bank plc is registered in England and Wales number 9928412. Registered Office: 1 Centenary Square, Birmingham, B1 1HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 765112.

HSBC UK Bank plc receives a commission from Aviva in relation to any insurance policy we arrange, which means that a percentage of the premium you pay is given to HSBC UK Bank plc. In addition to this we may also receive additional commission dependent on the performance of our insurance business with Aviva.

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- there is standing water in your home
- a water leak is on-going or water is entering your home
- anyone is at risk of injury, or
- your home can’t be lived in.

Our personal claims managers offer help and advise around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we’ll take care of the arrangements. You just have to pay the excess.
Once we have your claim details we’ll put wheels in motion and explain what will happen next. Some claims can be settled immediately on the first call but if it takes longer we’ll keep you informed about progress.

Alternatively you can make a claim online by visiting the first direct Home insurance web pages on firstdirect.com.

**Getting ready to claim**

Having the right information to hand when you’re telling us about a claim will help us to get things moving quickly. Here’s what’s likely to be useful:

- your Home policy number
- photos of damage or lost property. For buildings damage it is helpful to have close up and distance shots to see the damage in detail as well as its location
- receipts, quotes or invoices where appropriate, and
- estimate of the size of the affected area where buildings or carpets are damaged. It can also help to tell us the size of the affected rooms.

**Personal Legal and Tax advice helpline**

To get free personal legal or personal tax advice, please call: **0800 051 1716**

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

**Legal Expenses**

If you have selected Legal Expenses optional cover and would like to make a claim under this policy, please call: **0800 051 1716**

**Home Emergency service**

If you have selected Home Emergency cover and would like to make a claim under this policy, please call **03 453 000 957**.

**Changes to your policy**

If you have any questions, or want to make any changes to your policy, please call Customer Services on **03 453 006 031**.

**Telephone call charges and recording**

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

Please read your policy booklet and **schedule** carefully to make sure that you have the cover you need. You should contact us on 03 453 006 031 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 “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 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 cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid less a proportionate deduction for the time we have provided cover.

To exercise your right to cancel, please call Customer Services on 03 453 006 031.

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.

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 call Customer Services on: 03 453 006 031 (via Text Relay if appropriate).

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 fca.org.uk.

The Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website fscs.org.uk.
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
- 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 as shown on your schedule.

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**.

**Storm**
An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. The wind speed or gust should normally exceed 55mph (48 knots) to be a ‘storm’ but we take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

**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 normally 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; or
- 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; or
- 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:
- the fallen part of the tree; or
- 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:
- rent payable to you; or
- 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.
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.

Emergency access garden
We will provide cover to the garden within the boundaries of the home following necessary access to deal with a medical emergency or to prevent damage to the home.

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.
Buildings Section – Accidental Damage

Limited Accidental Damage Cover to Buildings – Accidental damage to services, fixed glass and sanitary fittings

This section only applies if it is shown on your schedule. If Limited Accidental damage isn’t already shown in your schedule, this section can only be added to the policy when accompanied by the Extra Accidental Damage Section.

We will provide cover for accidental damage to:

**Services**

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 £1,000 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.

Under Limited Accidental Damage to Buildings, we will not cover:

- the excess(es) shown on your schedule
- 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
- wear and tear
- anything set out in the General exclusions section of this policy booklet.

**Extra Accidental Damage**

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 the Limited Accidental Damage section.

Under Extra Accidental Damage Cover to Buildings, 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 Section, 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 Section;
- maintenance and normal redecoration costs;
- damage caused by subsidence, heave or landslip;
- anything set out in the General Exclusions section of this policy booklet.
Buildings conditions

The following conditions apply to Buildings section and Buildings Section – Accidental Damage

1. The sum insured

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

If at the time of a loss the sum insured is too low your claim will be settled on the following basis:

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.

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 striking 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; or
   • 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.

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.

Deception to get in

We will not cover:

a) keys to a building or room inside the building that have been left unsecured;

b) keys issued as a result of a theft.

Loss or damage if

We will provide cover for loss or damage to contents if:

a) that contents have been removed for sale or exhibition or placed in a furniture depository.

b) metered water.

We will provide cover, up to the limits shown on your schedule:

• for accidental loss of: contents in the home;

• for accidental loss of: contents temporarily removed from the home;

• for accidental loss of: contents in garages and outbuildings; or

• for accidental loss of: contents in the British Isles;

• for accidental loss of: contents in the rest of the world, for temporary visits or stays.

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

a) accidental bodily injury or illness; or

b) the rest of the world, for temporary visits or stays.

We will not cover:

a) a rise or fall in temperature; or

b) contamination by freezing agents.

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.

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

Occupier's, personal and employer's liability

We will provide cover for loss of or damage to 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.

Fatal injury benefit

We will pay up to the amount shown on your schedule for the cost of alternative accommodation available in the British Isles for the occupier's own needs, the alternative (and comparable costs of) accommodation available in the British Isles for temporary visits or stays, or for alternative accommodation in or near the accommodation for religious festivals and wedding gifts, for up to 30 days after 30 days.

We will not cover:

a) personal injury;

b) accidental bodily injury or illness; or

c) accidental death.

We will pay the cost of replacing the locks or lock mechanisms up to the limit shown on your schedule.

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

We will provide cover for loss or damage to 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.

We will not cover:

a) personal injury;

b) accidental bodily injury or illness; or

...
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:
   i. those only propelled by oars or paddles;
   ii. 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;
- 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.
Contents Section – Accidental Damage

Limited Accidental Damage Cover to Contents – Accidental damage to home entertainment equipment, mirrors and glass in the home

This section only applies if it is shown on your schedule. If Limited Accidental damage isn’t already shown in your schedule, this section can only be added to the policy when accompanied by the Extra Accidental Damage Section.

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

Home entertainment equipment,

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.

Mirrors and glass

2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the home.

Under Limited Accidental to Contents, we will not cover:

- the excess(es) shown on your schedule
- 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
- wear and tear.
- anything set out in the General exclusions section of this policy booklet.

Extra Accidental Damage

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 the Limited Accidental Damage Cover to Contents section.
Under **Extra Accidental Damage to Contents**, 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 the **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 happening while the **home** or any part of it is 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

In this section wherever the following words or 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.

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; or

• 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, Contents Section – Accidental Damage 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 item’s 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 expenses
The legal expenses 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 expenses 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 expenses 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 expenses 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 expenses 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 the helpline on 08 000 511 716. Please have your policy number to hand as you will be asked for this when you call.

What legal expenses 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 (eg 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 eg 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 08 000 511 716.

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 08 000 511 716 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 08 000 511 716 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 08 000 511 716.

**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 eg tree root encroachment
- interference with drains or sewers by building work.

Call the helpline on 08 000 511 716 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 08 000 511 716.

**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 eg double glazing fitters or boiler engineers
- a dispute relating to the purchase of animals
- disputes with retailers regarding faulty goods.

Call the helpline on 08 000 511 716 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 08 000 511 716.

**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 eg Botox treatments or cosmetic surgery.

Call the helpline on 08 000 511 716 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.
**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 eg 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 **08 000 511 716**.

**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 **08 000 511 716** 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 **08 000 511 716**.

**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 eg Botox treatments or cosmetic surgery.

Call the helpline on **08 000 511 716** 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 expenses 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, eg 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 eg 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 eg 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: 03 453 000 957

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: 03 453 006 031

This is the telephone number to call when you have any questions about this cover.

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 fca.org.uk/register.

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 03 453 006 031

(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 03 453 000 957

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

This Home Emergency cover only applies when shown on your schedule.
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: 08 000 234 567 (Calls from UK landlines and mobiles are free), or 03 001 239 123

Or simply visit their website at 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 protected by 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 fscs.org.uk.

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 (eg 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 (eg 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, (eg Gledhill Boilermate), unvented hot water cylinders (eg 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, eg 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 Smarthheat 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, eg washing machines or dishwashers
- dripping taps that need repair
- replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (eg 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 pipe
- 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 (ie 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 gutting, rainwater downpipes, rainwater drains and soakaways.

d) Drain clearance where we have previously advised you to install access points (eg 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, eg kettles, fairy lights and other appliances with plugs
• repairs or replacements of wall sockets, switches and light bulb sockets
• routine electrical maintenance tasks eg 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.
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 eg 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 (eg 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:

a. 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.

b. Any losses caused by any delays in getting spare parts.

c. Any associated expenses or losses you incur which relate to an emergency but are not directly covered by this cover.

d. 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.

e. Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.

f. 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.

g. The costs of any work carried out by you or people not authorised by us in advance.

h. 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 (eg 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.

i. Situations where because of health and safety and with your prior agreement, another engineer has to be brought in who we do not employ, eg to handle asbestos.

j. Loss caused by damage occurring while the property has remained unoccupied for 60 or more consecutive days.

k. Loss arising from subsidence, heave of the site or landslip caused by:

i. Bedding down of new structures.

ii. Demolition or structural repairs or alterations to the property.

iii. Faulty workmanship or the use of defective materials.

iv. River or coastal erosion.

l. 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.

m. Investigative work where the incident that caused you to claim has already been resolved.

n. Claims to do with mobile homes and bedsits – please see the definition of property in the ‘Definitions’ section.

o. Loss, damage related to:
i. Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves.
ii. Water softeners.
iii. Waste disposal units and macerators.
iv. 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
• we may not pay any claim in full
• 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;

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

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

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

7. Monthly premiums
If you are paying monthly premiums, these will be due on the dates shown on your ‘Confirmation of Payment Instructions’ (provided to you within your policy documents when you first take out or renew your policy).

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 call Customer Services on 03 453 006 031.
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 postal and/or email 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 this policy booklet and the separate ‘Important information’ 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 in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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

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

9. Your duty to keep to the conditions of this policy

To be covered by this insurance you must keep to the terms, 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, Buildings Section – Accidental Damage Contents, Contents Section – Accidental Damage, 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

a) deliberately caused by; or

b) 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 on 03 453 006 031 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 call Customer Relations on 03 453 006 032 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:
08 000 234 567 (Calls from UK landlines and mobiles are free) or
03 001 239 123

Or simply log on to their website at 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.
Customer Services Helpline

03 453 006 031

Important notes
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