AVIVA PRIVATE CLIENTS

Smart Home

Insurance Policy

Smart Home

Policy wording

Introduction

Thank you for choosing Aviva Private Clients for your personal insurance needs.

Our obsession is to deliver you the highest standard of products and services so you are confident that when it really matters we have you covered.

If you have any questions or queries regarding your Smart Home policy wording, please contact your trusted insurance broker.

This policy is not complete without a schedule. This policy, your schedule and any endorsement clauses listed on it, set out the agreement between you and us. They should be read as one document. Cover for each section will only be in operation where indicated on your policy schedule.

Various provisions in this policy and endorsement clauses in the policy schedule restrict or exclude cover. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. You may not be entitled to claim under this policy if you have not complied with its terms.

Aviva Insurance Limited.

Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153

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How to make a claim

We hope you don't need to make a claim, but if you do our team of experts are here to help 24 hours a day, 7 days a week.

Calls may be monitored or recorded to improve our service and for security or regulatory purposes.

Buildings, contents, pedal cycles, collections and liability

You can call us at any time.

Our dedicated claims team is available 24 hours a day, 7 days a week.

Telephone from within the UK: **0800 559 3951**

Telephone from outside the UK: **+44 (0)121 368 3170**

Email: **conciergehome@aviva.com**

Legal expenses

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy, and only applies if you are domiciled in the United Kingdom.

Telephone from within the UK: **0800 559 3951**

Telephone from outside the UK: **+44 (0)121 368 3170**

This section does not apply to domestic employees.

You can register with ARAG Legal for legal services.

You can use voucher codes to register at **www.araglegal.co.uk** to access our digital law guide and download legal documents:

For consumer legal matters, use voucher code **AFE48BBE98B5**.

For landlords legal matters, use voucher code **EC426C378CB8**. You will find useful information for landlords, including notices to give to your tenant to leave your let property and letters to demand unpaid rent.

If you have problems using the website please contact our digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give you legal or insurance advice.

Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.

Personal cyber claims

You can call us anytime for proactive guidance, as well as calling for support when something has gone wrong. There is no limit to the number of calls you can make to the helpline and calls to CyberScout have no impact on claims history. You will get appointed a personal cyber response handler, accessible 24 hours a day, 7 days a week.

For immediate help please contact the Cyber Helpline:

Telephone **+44 (0)800 912 1191** which is open 24 hours a day, 7 days a week

Or email at: **HSBCyberIncident@cyberscout.com**

Home emergency

Your duties in the event of a claim

as soon as you become aware of an emergency at your residence, report any claim to our claims team:

Telephone from within the UK: **0800 559 3951**

Telephone from outside the UK: **+44 (0)121 368 3170**

You must report any major emergency to the Emergency Services or the company that supplies the service which could result in serious damage to the home or injury.

If you are claiming for alternative accommodation costs you must obtain our authority to incur costs before booking somewhere to stay. You will have to pay for the accommodation when you check out and send your receipt to us to be reimbursed.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 01/02/03 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.

Making a claim

We are committed to providing our Aviva Private Clients customers an outstanding claims service.

When a loss occurs, we aim to respond immediately with practical advice and assistance

In order for us to deal with your claim please ensure that you fulfil the obligations set out below. Not doing so may affect a claim.

Your details

You will need to provide your name and policy number along with any other information we may ask.

Notify us as soon as possible

We must be notified as soon as it is reasonably practical after an event which may give rise to a claim. If a crime has been committed, you must also tell the police and keep note of the crime reference number.

Late notifications

If we are unable to investigate the claim fully due to late notification we may be unable to either accept the claim or pay the claim in full if the amount claimed has increased as a result of the delay.

Do not admit responsibility

Please ensure that you do not admit responsibility or make an offer of payment to a 3rd party without talking to us first.

Correspondence

If you have any correspondence regarding a claim please send it to us as soon as you can.

Settling claims

To help us settle your claim we will require you to prove that the loss has happened. Please give us all the co- operation we need to investigate your claim, including evidence of the value of the items involved in a claim as well as any other relevant information and documents we may reasonably require. We will use our preferred suppliers or contractors to validate any costs involved. If we make a cash settlement of any claim, the most we will pay is the cost that we deem we would be able to replace or repair the loss covered by this policy.

Causing injury or damage to property

If you are being held responsible for causing an injury or damage to a person or property, we may take over and deal with the defence or settlement of any claim in your name. You must forward any letter, claim, writ, summons or any other legal document that you receive as soon as reasonably possible.

Recovery proceedings

If you have the right to recover all or part of any payment made under this policy from a third party we may start recovery proceedings in your name. We ask that you give us all the assistance we need to do this. Any costs that we agree will be paid by us.

Policy level covers

If you have personal cyber, legal expenses, or home emergency cover please also refer to the claims conditions in those sections.

If any claim made under this policy is fraudulent in whole or part, we will not be liable to pay any part of the claim, and we may recover from you any sums paid by us in relation to the claim. Furthermore, we may treat this policy as having been terminated with effect from the time of the fraudulent act.

General definitions

Words with special meanings are defined here or in the part of the policy where they are used. Any word or expression that appears in the definitions section has the same meaning wherever it appears.

Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

Any additional special definitions are shown in the section to which they apply.

Aircraft

Any device used or designed for flight, including drones and pedestrian controlled aircraft:

a. exceeding 2kg in weight;

b. whilst being raced;

c. whilst being used for any commercial purpose;

d. where the user has not adhered to the regulations for recreational drone and pedestrian controlled aircraft flights within the Air Navigation Order 2016 or subsequent amending regulation;

e. where the user has not adhered to the guidance outlined within the Drone Code;

f. designed to carry people or cargo.

Art and collectables

Individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purpose all of which belong to you or for which you are legally responsible including but not limited to; antique furniture, paintings, drawings, etchings, maps, prints, photographs, books and manuscripts, tapestries and rugs, clocks and barometers, statues and sculptures, stamps, coins, medals, collectables, china, porcelain, guns, household gold/platinum/pewter and silverware including plated items.

We do not include jewellery and watches within art and collectables.

Bodily injury

Identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

Broker

Your insurance intermediary who has arranged this policy on your behalf.

Buildings

Means the main dwelling and attached buildings including items that are fixed to and form part of such structure, fixed fuel tanks, underground service pipes, cables, drains and sewers, within the grounds of your home at the address shown in the schedule and which belong to you or for which you are legally responsible. Buildings does not include horse riding tracks or gallops.

Business

A part-time or full-time trade, occupation or profession, including farming or stud activities.

Business equipment

Furnishings, supplies and equipment used to conduct business from the home.

Collections

The total of art and collectibles, jewellery and watches, all of which belong to you or for which you are legally responsible.

Contamination

Is an impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents

Household goods, clothing and personal property, all of which belong to you or for which you are legally responsible. Please refer to your schedule for specific limits which may apply.

We do not include art and collectables, pedal cycles, money, bank cards, gold or jewellery and watches within contents.

Damages

The sum of money required to satisfy a claim, whether settled or agreed to in writing by us or resolved by judicial procedure.

Domestic duties

Those duties related to your home and gardens, incidental business in respect of farming only at the home or for your personal home office if you have less than 5 employees. This definition does not include employees who are employed to provide care for you other than domestic child care. We exclude any employee involved in demolition, alterations, extensions or renovations to any part of the home.

Domestic employee

Any person employed by you in connection to domestic duties at your residence who is:

a. Employed by you under an employment contract in the United Kingdom or a country which is a member of the European Union; or

b. Self employed and working on a labour only basis under your control or supervision in the United Kingdom or a country which is a member of the European Union.

Excess

The amount you will have to pay towards any claim, as shown in the schedule or as stated in this policy wording.

Family member

Any member of your household who resides with you on a permanent basis.

Heave

The upward movement of the ground beneath the buildings or other permanent structures as a result of the expansion or swelling of the subsoil.

Home

The private residence at the address shown in your schedule.

Insured person

You or a family member; and any additional insured named in the policy schedule.

Jewellery and watches

Jewellery including articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals; costume jewellery and watches all of which belong to you or for which you are legally responsible. We do not include unset gemstones within Jewellery and Watches.

Landslip

Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

Market value

The amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

Money

Bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, traveller's cheques, gift vouchers, postage stamps, saving stamps, certificates and premium bonds. Money does not include cryptocurrency.

Mould

Any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

Normal settlement

The downward movement of the ground beneath the buildings or other permanent structures as a result of the soil being compressed by the weight of the buildings or other permanent structures.

Occurrence

a. a loss or an accident which occurs during the policy period and results in personal injury or property damage;

   or

b. an offence, including a series of related offences, committed during the policy period that results in personal injury or property damage.

Other permanent structures

Any permanent outdoor structures within the grounds of your home not attached to your buildings or any boundary walls attached to your buildings which belong to you or for which you are legally responsible.

Pedal cycles

Pedal cycles including electric pedal cycles and pedal cycle accessories and parts.

Personal injury

Means the following injuries, or death resulting directly from the following injuries:

a. bodily injury;

b. unlawful detention, false imprisonment or false arrest;

c. shock, emotional distress, mental injury;

d. invasion of privacy;

e. defamation, libel or slander;

f. malicious prosecution; or

g. unlawful entry or eviction.

Policy

This insurance document and the schedule, including any endorsements.

Policy period

The period of insurance shown in your schedule.

Pollution

Any solid, liquid, gaseous or thermal irritant or contamination, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

Property damage

Actual physical harm to, destruction of, or loss of use of tangible property.

Schedule

The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.

Statement of fact

The document showing your name, your address including your risk details which you declared when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.

Subsidence

The downward movement of the ground beneath the buildings or other permanent structures other than by normal settlement.

Sum insured

The most we will pay as shown in your schedule.

Tenants improvements

Additions, alterations, installations or fixtures that you paid for, or are responsible for, at your home.

Terrorism

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.

Unfurnished

The home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

Unoccupied

Not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

Waste

Materials to be disposed of, recycled, reconditioned or reclaimed.

Watercraft

A boat or craft designed for use on or over water.

We, us, our

Insurers as named in your schedule as underwriter for their relevant policy section, or, as the context requires for the purposes of the administration of this policy.

You, your

The insured person or legal entity named on the schedule, their spouse, civil partner or common law partner, and any dependent children who live in the same household. This includes any employees who live in the home whose duties are for domestic purposes relating to the home and its gardens.

General conditions

Throughout this policy, words with special meanings or definitions are used. Please refer to the definitions section to understand the meanings of these words.

Any word that appears in the definitions section has the same meaning wherever it appears.

Definitions used in this section

broker

buildings

collections

contents

excess

home

market value

occurred

other permanent structures

policy

policy period

schedule

statement of fact

sum insured

unfurnished

unoccupied

we/us/our

you/your

See **General Definitions**, for all general definitions.

At Aviva we aim to be open, fair and transparent in all our dealings with you. In return we expect the following commitment to us.

You promise us

You will:

1. always ensure that any information provided to us is accurate, complete and up-to-date. Tell your broker as soon as possible if this information changes. If you are in any doubt, please talk to your broker. We will tell you if a change in information affects your insurance;
2. always maintain your home in a good state of repair and try to prevent accident or injury, as well as protecting your property against loss or damage. Not doing so can mean a claim is more likely, that an incident may not be covered under this policy and could result in your insurance being invalid;
3. let us know before you start any work to extend, repair, renovate, build, decorate or demolish any part of the buildings or other permanent structures if the estimated cost of this work is more than £100,000 in total. Please tell your broker at least 30 days before this work starts so that we can assess any potential increase in the risk of your home being damaged. We will tell you if the building works affect your insurance. For example we may be unable to continue insuring your home or we may ask you to pay more for your insurance;
4. tell your broker if your home is going to be unoccupied or unfurnished. Losses are more likely to occur in unoccupied or unfurnished properties so we may amend the terms of your insurance;
5. pay your premium as shown in your schedule;
6. keep the sums insured at a level which represents the full value of the property. For buildings and other permanent structures full value should represent the full rebuilding cost including removal of debris and professional fees. For contents the replacement cost as new, and for collections the current market value;
7. notify your broker immediately upon filing or service of legal documents initiating your bankruptcy, insolvency, Individual Voluntary Agreement (IVA), County Court Judgement (CCJ) or any non-motoring convictions.
8. notify us as soon as possible if you recover any items after we have paid your claim,

   At your option you can either:

   - repay us the same value paid under your claim for the item(s) recovered; or
   - surrender to us the item(s) recovered.

Please ensure that you fulfil all these obligations. Not doing so may affect a claim or could result in your insurance being invalid.

In return, we promise you

We will:

1. insure you in accordance with the terms and conditions of this policy in return for the premium you pay;
2. pay covered claims as quickly as possible;
3. write to your broker at least 21 days in advance of your renewal date with our offer to renew, or to give you time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next policy period.

   If you do not wish to renew your insurance with us please let your broker know before the renewal date of your policy. We reserve the right to amend your renewal terms and premium if you tell us about a claim after we have worked out your renewal terms and premium, which occurred during the current policy period;
4. maintain cover in the event of your death, on behalf of your legal representative for the remainder of the policy period. We may need to make changes to your policy terms at this time should the occupancy of the property change;
5. automatically broaden the cover provided by your policy if we make enhancements to the cover that don't result in an additional premium charge.
6. write to you at the email address we hold on file or correspondence address shown on your schedule if we have paid a claim, and we recover any item, to give you the option to buy back the recovered item. The cost to buy back the recovered items will be either:
   - the amount we paid for the claim; or
   - the market value of the item at the time we recover it,

whichever is the lesser amount.

Cancelling your policy

1. we will refund your premium in full if, for any reason, you feel that this insurance does not meet your requirements. To receive a full refund you need to cancel this insurance within 14 days of cover starting or the day on which you receive the policy schedule, whichever is the later, and not have made a claim. If you cancel after the first 14 days and have not made a claim, we will return any premium paid less a proportion of your premium for the time on cover. We will refund all premiums owed, via your broker, within 30 days from the date we receive notice of cancellation from you;
2. we will only cancel your insurance for a valid reason such as failing to comply with the section **General conditions** and only after giving you at least 14 days' notice which will be sent by recorded post to the correspondence address shown in your schedule. We will return any premiums paid less a proportion of your premium for the time on cover, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund will be given.
3. If you don't pay the full premium (or your first premium installment if you are paying by installments) your policy will not be valid. If you are paying by installments and miss a payment we'll write to you giving a further date to pay. We will give you at least 14 days' notice in writing if we intend to cancel due to non-payment of installments. If we don't receive payment by then we will cancel the policy from the date shown on the letter.

Financial Difficulty

If you are struggling to pay your premiums due to financial difficulty its vital that you contact your insurance advisor right away. We can provide flexible payment terms for customers in financial distress and who pay by Direct debit, as well as offering installment facilities for customers who pay annually.

The information provided to us

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.

We rely on the information you provide to us when we decide whether to offer this insurance to you, the terms upon which to offer it, and what the premium will be. This is why it is important that you are careful when answering any questions we ask, and you make sure your information is accurate and complete.

Please tell your broker as soon as possible to let us know if there are any changes to the information set out in the statement of fact or on your schedule, or if you become aware that any information previously provided to us is inaccurate.

If we find out that you have deliberately or recklessly provided us with false or misleading information, we will treat this insurance as void, refuse all claims and keep any premium you have paid.

Additionally, if we find out that you carelessly provided us with false or misleading information, it could affect your policy and any claim you may bring under the policy. This could include the following:

a. If we would not have offered you insurance at all if we had been provided with accurate and complete information, we may cancel your policy, refuse to pay a claim and return the premium paid;

b. We may not pay a claim in full, but instead reduce the amount of any payment in line with the proportionate reduction in premium you have paid;

c. We may revise the premium and/or change any excess; and

d. The extent and terms of the cover may be affected.

If we do any of the above, we will write to you explaining why this is happening. If you disagree with what we are doing, please tell us. If you are still not satisfied, you may ask the Financial Ombudsman Service to review your case without affecting your legal rights. Please refer to **How to make a complaint** for details of how to do this.

Other things to be aware of

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

a. at the date of the contract you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or

b. you have specifically agreed with us otherwise.

All our communications with you will be in English.

When a claim is made, we will only ever pay up to the relevant sum insured.

If there is more than one person named in the schedule (known as a joint insured), the total amount we will pay following a claim will not exceed the sum insured we would be liable to pay to any one of you.

You and us are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General exclusions

These exclusions apply to each and every section of this policy, unless otherwise stated. They apply in addition to any specific exclusions listed under a particular section.

Definitions used in this section

contamination

family member

policy

policy period

pollution

sum insured

terrorism

we/us/our

you/your

See **General Definitions**, for all general definitions.

What is not covered

The following exclusions apply to the whole of your policy. There are more specific exclusions which are shown in the sections to which they apply.

1. Deliberate, dishonest or criminal acts

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses:

caused by or arising from:

- any dishonest act by you, or at your direction; or
- any criminal act by you or at your direction deliberately or recklessly caused by you, arising from your actions or arising from the actions of a person directed by you; or
- caused by or arising from unauthorised taking or use of property by you or by a person directed by you.

For the purpose of this exclusion, the definition of 'you' does not include domestic employees unless the domestic employee is directed by you.

2. Terrorism

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses 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.

For the purposes of this clause only, 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

3. Nuclear hazard or radioactivity

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from or relating to:

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- radioactive, biological or chemical contamination due to or arising from terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

4. War risks

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses directly or indirectly resulting from 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 a 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.

5. Government, public or local authority

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses due to the deliberate actions of any government or public or local authority;

6. Other insurances

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses that would be covered under another insurance if this policy did not exist. We will pay the amount exceeding the cover available under that other insurance up to the sum insured;

7. Uninsured losses

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses not covered by this policy. If, by law, we must make a payment that is not covered by this policy, we have the right to recover the payments from you or the person who is liable;

8. Sanctioned entities

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom;

9. Pollution or contamination

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by, arising from or relating to pollution. This exclusion does not apply to the clearing-up of pollution at your residence caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to contents caused by oil, subject to all other terms, conditions and exclusions within this policy.

10. Prior occurrences

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses which occurred prior to the policy period.

11. Transmittable diseases

We do not cover any loss, damage, injury, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.

General policy provisions

Aviva Private Clients distributes and administers this insurance on behalf of the insurers named on your schedule. The general policy provisions are shown here.

Definitions used in this section

schedule

we/us/our

you/your

See **General Definitions**, for all general definitions.

Construction, severability and conformance to law

a. If any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.

b. If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

c. Any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

Personal information

For information about how we process your personal information and your rights, please see our full privacy notice in the Important Information document provided to you.

If you have questions or concerns about how Aviva uses your personal information, please contact DATAPRT@aviva.com

More details about your rights and how HSB Engineering Insurance Limited collect, use and disclose your personal information can be found in HSB's full Privacy Statement at: https://www.munichre.com/hsbeil/en/legal/privacy-statement.html

or you may request a copy by writing to: HSB Data Protection Manager, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT

or by email at: compliance@hsbeil.com

More details about your rights and how ARAG plc, collect, use and disclose your personal information can be found at: https://www.arag.co.uk/data-legal/privacy-notice/

or you may request a copy by writing to: Data Protection Officer, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

or by email at: dataprotection@arag.co.uk.

Accessibility

Please ask your insurance adviser who arranged this policy if you need accessible versions of this policy and its associated documents, including Insurance Product Information Document (IPID). We can provide them in braille, audio or large print.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

a. share information about you with other organisations and public bodies including the police;

b. check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:

   - help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
   - recover debt, prevent fraud and to manage your insurance policies;
   - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Additionally you can contact the Insurance Fraud Bureau (IFB) **www.insurancefraudbureau.org**, a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 422 0421 in confidence and anonymously if necessary, to report insurance fraud.

How to make a complaint

We hope you won't need this page, and will do our utmost to make sure you don't.

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times. If you have any questions or concerns about this policy or the handling of a claim, please contact the insurance adviser who arranged this policy.

Buildings, contents, pedal cycles, collections & liability

If you wish to make a complaint in relation to your insurance policy, you can do so at any time by referring the matter to your insurance adviser or by contacting Aviva Insurance Limited at:

Complaints Manager
Aviva Insurance Limited
PO Box 78,
Surrey Street,
Norwich NR1 3EB

Email: **ukgiceo@aviva.com**

Telephone from within the United.Kingdom: **0800 092 7713**

or, from outside the United Kingdom:

Telephone: **+44 (0) 1603 606653**
Hours of operation are 9am–5pm, Mondays to Fridays excluding bank holidays

What will happen if Aviva is handling your complaint

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Legal expenses & home emergency

If you wish to make a complaint in relation to these sections, you can do so at any time by referring the matter to:

Customer Relations Department
ARAG Plc,
Unit 4a, Greenway Court,
Bedwas, Caerphilly CF83 8DW.

Email: **customerrelations@arag.co.uk**

Telephone: **+44 (0) 344 893 9013**

Hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.

Personal cyber

If **you** want to make a complaint in relation to the Cyber section, **you** should contact:

The Customer Relations Leader
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone +44 (0) 330 100 3433

Email: complaints@hsbeil.com

When **we** receive **your** complaint we will;

- confirm this within five business days
- pass it to our complaints team to be reviewed; and
- do our best to deal with your complaint within four weeks. If we cannot, we will write to you and let you know when we will be able to give you a final response.

Referral to ombudsman services

If you remain dissatisfied or you have not received a final decision within 8 weeks, you may refer your complaint to the relevant ombudsman service:

Where Aviva Insurance Limited, HSB Engineering Insurance Limited and/or ARAG Legal Expenses Insurance Company Limited is your insurer, please refer your complaint to:

Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

Email: **complaint.info@financialombudsman.org.uk**

Telephone from within the United Kingdom: **0800 023 4567** or, from outside the United Kingdom: Telephone: **+44 (0) 207 964 0500**

Website: **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website.

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.

Buildings, contents, pedal cycles & collections

Your schedule will show whether you have chosen to insure your buildings, other permanent structures, contents, collections and/or pedal cycles. Your schedule will also indicate for each category what the sum insured is.

Definitions used in this section

aircraft

art and collectables

buildings

business

business equipment

collections

contamination

contents

excess

family member

heave

home

jewellery and watches

landslip

market value

money

mould

occurrence

other permanent structures

pedal cycles

policy

policy period

pollution

schedule

subsidence

sum insured

tenants improvements

unoccupied

vermin

watercraft

we/us/our

you/your

See **General Definitions**, for all general definitions.

All the general conditions and definitions apply to this section. Some additional exclusions for this section are also shown below under **F. Exclusions**.

If you need to make a claim, please refer to 'How to make a claim' at the start of this policy document.

A. Basis of cover

We will insure the property shown in your schedule against all risks of physical loss or physical damage which happens during the policy period unless an exclusion applies.

Your contents, pedal cycles and collections are insured against all risks of physical loss or physical damage, both while at your home or while temporarily removed for up to 60 consecutive days anywhere else in the world, unless an exclusion applies.

B. Additional covers

Please refer to your schedule to see the maximum sum insured we will pay for each covered loss concerning the additional covers shown below. Your excess applies to these covers unless stated otherwise.

1. Alternative accommodation and rent

If a covered loss makes your home uninhabitable, we will also cover the reasonable costs for alternative accommodation and any ground rent you have paid or are obligated to pay up to the sum insured or timeframe shown in your policy schedule. Payment will continue for the shortest reasonable amount of time necessary to restore your home to a habitable condition. This includes accommodation for your domestic pets and horses.

If you usually rent out your home to others and you are not able to rent it due to a covered loss, we will pay the rent (including ground rent and any short term rentals that had been booked prior to the occurrence) that you would have received and that you cannot recover as a landlord or property owner. We will pay your irrecoverable rent for the reasonable amount of time necessary to restore your home to a habitable condition, up to the sum insured shown in your policy schedule.

2. Garden reinstatement

We will pay up to the sum insured in your schedule for the reasonable and necessary cost you incur to restore your garden at your home if it is damaged during the policy period. We will only pay for losses caused by fire, lightning, earthquake, explosion or aircraft, theft, attempted theft, vandalism, riots, civil commotion or malicious acts.

If rubbish and waste material has been deposited on your land at the address shown in your schedule during the policy period without your permission, we will also pay the reasonable and necessary cost of its removal.

The cost of removing fallen trees is not covered under this policy unless there is damage to the buildings, other permanent structures or contents caused by the fallen tree.

3. Lock replacement

We will pay for the cost of replacing the locks in your home if the keys to that home are lost or stolen. Your excess does not apply to this cover.

4. Temporary letting of your home

We will pay for a covered loss whilst your home is being temporarily let for no more than 60 days in total per policy period subject to the following exclusions:

a. We do not cover loss or damage caused by accidental damage; accidental damage is damage that occurs suddenly as a result of an unexpected and non-deliberate action.

b. We will not pay for any loss or damage caused directly or indirectly by theft or attempted theft, unless there is physical evidence of forced entry or exit from the home resulting from such theft or attempted theft.

c. We will not pay for any loss or damage caused directly or indirectly by commercial activity, including but not limited to filming or any other business activity.

5. Tenants improvements

We will pay up to the sum insured in your schedule for tenants improvements which covers the fixtures, fittings and interior decorations which are fixed to and form part of the structure of your home against physical loss or physical damage which happens during the policy period. This cover applies where you do not own or are not responsible for insuring the buildings of your home.

6. Removal of nests

We will pay up to the sum insured in your schedule for the removal of wasp, bee, mouse, rat or cockroach nests from your main dwelling.

7. Disability costs

We will pay up to the sum insured in your schedule in total for essential alterations to your home to allow you or a family member to live unassisted following permanent disablement as a result of either an illness or injury which first occurs during the policy period.

8. Trauma cover

Following a violent crime being committed against you or a family member in your home during the current policy period, we will pay up to the sum insured in your schedule (subject to our prior consent and approval) to either carry out necessary improvements to the security at your home or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, you feel compelled to move house and had not already planned to do so.

This additional cover will cease to be payable after 12 months from the date of the incident.

9. Forced evacuation

We will pay up to the sum insured in your schedule for the cost of alternative accommodation for you, your domestic pets and horses if a local authority or emergency service prohibits your home from being lived in. We will also cover any loss of rent for up to thirty (30) days if your home is rented to others.

10. Fatal injury

We will pay up to the sum insured in your schedule in total for fatal injury by fire, lightning, aircraft, explosion or physical assault to you at your home, should you die within six months of the event. The event must be the sole or predominant attributable cause of death.

11. Flood prevention installation

We will pay towards the cost of installing a flood prevention system at a home where we have paid a flood claim exceeding £25,000.

We will pay up to £10,000 in total for all claims for flood prevention systems in the policy period.

You will not be liable for any excess for this additional cover.

This cover only applies if the affected home has not previously had a flood prevention system installed before the occurrence.

12. Water damage - detection and prevention

We will pay towards the costs of installing a water leak detection system in a home at which we have paid a claim under buildings or contents, which arises directly from a water leak and the claims costs exceed £10,000. We will pay up to £2,500 in total for all claims in the policy period for water leak detection systems;

You will not be liable for any excess under this additional cover.

If you already had a water leak detection system installed in the affected home before the occurrence, we will not provide this additional cover.

13. Theft from an unattended vehicle

We will pay up to the sum insured shown in your schedule for theft or attempted theft of contents, pedal cycles and collections from an unattended motor vehicle.

We will not pay for any loss or damage from, in or on any unattended vehicle unless the vehicle is locked, windows closed and insured items are hidden out of sight.

C. Buildings cover – additional covers

Please refer to your schedule to see the maximum sum insured we will pay for each covered loss concerning the additional covers shown below. Your excess applies to these covers unless stated otherwise

If we insure your buildings we will also provide you with the following cover:

1. Sale of your home

If you enter into a contract to sell any buildings shown in your schedule, we will cover that building, at the same terms and conditions, for the buyer from the time you exchange contracts (or in Scotland the offer to purchase) until completion of the sale. We will only do this if, and for so long as:

a. the building is not insured by, or does not have the benefit of, any other insurance;

b. the building is not unoccupied; and

c. the policy remains in force.

2. Tracing a leak

We will pay up to the sum insured shown in your schedule for the cost to remove and replace part of your home in order to find the source of the water, oil or gas leak from any fixed domestic water or heating installation or storage tank and the subsequent repairs to the walls, floors or ceilings, driveways, paths, patios or gardens. The leak must occur during the policy period and we do not cover loss or damage to the heating or water system itself.

3. New fixtures and contract works

We will pay up to the sum insured shown in your schedule for loss of or damage to new fixtures, fittings, construction materials and supplies owned by you or for which you are responsible, all kept within the boundaries of your home, whilst awaiting installation or construction.

We do not cover loss of or damage to new fixtures, fittings, construction materials and supplies left in the open or caused during the installation process.

4. Land stabilisation

In the event of a covered loss to your buildings or other permanent structures we will pay up to the sum insured shown in your schedule for required stabilisation, excavation, or replacement of land under or around your buildings or other permanent structures.

D. Contents cover – additional covers

Please refer to your schedule to see the maximum sum insured we will pay for each covered loss concerning the additional covers shown below. Your excess applies to these covers unless stated otherwise

If we insure your contents we will also provide you with the following covers:

1. Business equipment

We will pay up to the sum insured shown in your schedule for a covered loss to business equipment at a home listed on the schedule which happens during the policy period.

2. Students' contents

We will pay for physical loss or physical damage to contents which happens during the policy period up to the sum insured shown in your schedule for permanent members of your household who are in full time education while they are studying away from home.

We will not pay for any loss or damage to students' contents caused directly or indirectly by theft or attempted theft located within a building, unless there is physical evidence of forced entry or exit from the building resulting from such theft or attempted theft.

3. Loss of domestic oil, gas, liquefied petroleum gas or metered water

We will pay up to the sum insured shown in your schedule for the cost of loss of domestic oil, gas, liquefied petroleum gas or metered water that has escaped from your heating or water system at a home listed in your schedule which occurs during the policy period.

We also cover the cost of clearing up contamination or pollution of land and/or water at your home caused by any sudden, unforeseen and identifiable oil leakage from any fixed domestic oil installation at your home up to the sum insured shown in your schedule per policy period.

We will only provide cover for loss of domestic oil, gas or liquefied petroleum gas if you can provide evidence of a service to the heating system and/or the oil or gas installation, carried out by a competent technician within the last 3 years and you have completed any actions identified as necessary within 60 days of them being communicated to you. This includes oil storage tanks and supply pipes.

We will only provide cover for loss of domestic oil, gas, liquefied petroleum gas or metered water if:

- the loss of oil, gas, liquefied petroleum gas or metered water was first discovered during the policy period and
- the loss occurs at a home where your contents are covered by this policy.

4. Money

We will pay up to the sum insured shown in your schedule for money to insure you against physical loss or physical damage which happens anywhere in the world during the policy period.

We will not pay for any loss that is a result of:

- theft from an unattended vehicle;
- theft from other permanent structures;
- depreciation or confiscation, loss of value or shortages due to your error or omission;
- money held in storage.

5. Guests and domestic employees contents

We will pay for any loss of or damage to contents in your home belonging to guests or domestic employees permanently residing with you up to the sum insured shown in your schedule provided such contents are not otherwise insured.

The maximum amount we will pay for any one article is £500.

6. Quad bikes and toy vehicles

We will pay up to the sum insured shown in your schedule for loss or damage to quad bikes, toy vehicles and motorcycles of under 51cc used within the grounds of your home.

We will not pay for any loss or damage caused by theft, attempted theft and/or malicious damage unless these items are kept in a locked building when not in use.

7. Food spoilage

We will pay for loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any home you live at or own.

Your excess does not apply to this cover.

8. Wine and spirits

We will pay up to the sum insured shown in your schedule for loss or damage to wine and spirits.

We will not pay for any loss or damage to wine and spirits directly or indirectly caused by or resulting from ullage or natural loss of contents; inherent vice, oxidation, cork-fly or climatic conditions including temperature fluctuation.

9. Garden furniture and outdoor items

We will pay up to the sum insured shown in your schedule for loss or damage to garden furniture and outdoor items.

10. Deeds, bonds, securities or other similar private documents

We will pay up to the sum insured shown in your schedule for loss or damage to deeds, bonds, securities or other similar private documents.

11. Domestic gardening and landscaping equipment

We will pay the market value, up to the sum insured shown in your schedule for loss or damage to domestic gardening and landscaping equipment.

We will not pay for any loss or damage caused by theft, attempted theft and/or malicious damage unless these items are kept in a locked building when not in use.

12. Guns

We will pay up to the sum insured shown in your schedule for loss or damage to guns.

13. Contents in storage

We will pay up to the sum insured shown in your schedule for contents in storage up to 60 consecutive days (unless agreed in writing with us).

We do not cover jewellery and watches or money whilst kept in storage.

E. Payment of a loss

Your schedule will show you the maximum sum insured we will pay for each covered loss. The excess shown on the schedule is the amount of a covered loss you will pay for each occurrence.

Buildings and other permanent structures

We will pay the cost of repairing or reinstating your tenants' improvements, buildings or other permanent structures at the same location with materials and workmanship of like kind and quality. This includes the fees, costs and expenses agreed by us, which are necessarily incurred in the repair or reinstatement of

the damaged buildings or other permanent structures. It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure, other than the cover provided under C Buildings cover – Additional covers, 4. Land stabilisation.

Following a total loss, where we deem the building or other permanent structures to be beyond economical repair or reconstruction, any salvage shall become our property.

Buildings and other permanent structures matching items

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

Contents, art and collectables, jewellery and watches or pedal cycles

For a covered loss to your contents, art and collectables, jewellery and watches or pedal cycles, we will at our option decide whether to:

- repair the item;
- replace the item as new, if a replacement is not available we will replace it with an item of similar quality;
- make a cash settlement for the value at which we could replace the item.

We will not deduct anything for wear and tear.

Payment for specified items and unspecified items:

a. Specified items

- Total loss

For a covered loss to an item listed in your schedule of items, we will at our option decide whether to:

- replace the item as new, if a replacement is not available we will replace it with an item of similar quality; or
- make a cash settlement for the value at which we could replace the item.

- Partial loss

If only part of the specified item is lost or damaged, we shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its market value before and after the loss. If after the restoration the market value of the item is less than its market value immediately before the loss, we shall pay the difference. In no event shall payment exceed the sum insured for that item.

b. Unspecified items

We shall pay the amount required to restore or replace the property, whichever is less, without deduction for depreciation, for a covered loss to collections with unspecified cover as shown in the schedule. If after the restoration the market value of the item is less than its market value immediately prior to the loss, we shall pay the difference. We will not pay more than the single article limit as shown in your schedule.

Contents, art and collectables, jewellery and watches or pedal cycles matching items

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched except:

- for items of art, jewellery and watches – provided that you surrender any undamaged matching item(s) and/or parts to us and we agree to accept them, we will at our option, replace or pay the replacement cost of the complete matching set
- for all other contents – we will pay up to 50% of the cost of replacing any undamaged matching item(s) or parts of matching items.

In no event shall payment exceed the sum insured for that item or the unspecified single article limit as shown in your schedule.

F. Exclusions

The following additional exclusions apply to the section Buildings, contents, pedal cycles and collections and are in addition to the General Exclusions on page 12 of this policy.

We do not cover:

1. loss or damage caused by or resulting from gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mould, presence of mould or fungus, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes;
2. loss or damage caused by cleaning, repairing, renovation, restoration or any similar process;
3. spontaneous and unexplained cracking or damage of glass due to inherent defect.
4. loss or damage caused by wind or storm to gazebos, pergolas, arbours, gates, fences, bridges, horse riding tracks, gallops, piers, wharf, decks, hedges, plants or trees. This exclusion shall not apply to the cost of removing a fallen tree if there is damage to the

buildings, other permanent structures or contents caused by the falling tree and the removal is required in order to carry out repairs.

5. loss or damage caused by escape of water and/or oil or freezing water, while your home is not being lived in for more than 60 days in a row between 1st October through to 31st March. This exclusion does not apply if the central heating is installed and in operation to maintain at all times a minimum of 15 degrees celsius or the water is turned off at the mains and the water system is drained;
6. loss or damage caused by subsidence, heave or landslip:
    a. to fixed fuel tanks, swimming pools, ponds, water features, terraces, patios, hard tennis courts, driveways, footpaths, bridges, walls, gates, hedges and fences, unless the main dwelling also sustains a covered loss or damage at the same time by the same event; or
    b. to solid floors unless the foundations beneath the exterior walls of your home are also damaged at the same time by the same event.
7. the cost of removing an infestation from your home other than the cover provided under Removal of nests;
8. loss or damage caused by faulty, inadequate or defective planning, design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction, surveying or siting;
9. loss or damage caused by faulty, inadequate or defective materials used in repair, construction, renovation or remodelling;
10. loss or damage caused by faulty, inadequate or defective maintenance of part or all of any property whether at or away from the home;
11. loss or damage caused by coastal or river erosion;
12. loss caused by you not receiving goods and services you have paid for;
13. loss of or damage to any item during transit, which is not suitably packed and secured relative to its value and method of transportation;
14. loss or damage to ride-on lawn mowers unless you keep them in a locked building when not in use;
15. loss or damage to pedal cycles left unattended away from your home unless locked to a fixed structure or located within a locked building;
16. motorised land vehicles and their accessories other than domestic gardening and landscaping equipment, or cover provided under D Contents cover – additional covers, 6. Quad bikes and toy vehicles;
17. any motorised land vehicle subject to a motor vehicle registration;
18. aircraft or aircraft parts, watercraft and their accessories, other than sail boards and surfboards;
19. sports equipment while being used, caravans, trailers or marquees;
20. animals, birds or fish;
21. buildings or other permanent structures used for any business activity which is not of a clerical and administrative nature;
22. contents or additional covers used for any business activity. This exclusion shall not apply to business equipment if your business activity is of a clerical and administrative nature only;
23. electronic data;
24. loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system;
25. loss or damage caused by frost;
26. loss or damage caused by rodents, insects or vermin (squirrels excepted). However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies;
27. the costs involved in retrieving your personal data from the computer or other personal electronic devices which have suffered physical damage;
28. loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip;
29. loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to your home, contents or collections. This exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail;
30. loss or damage to money, stamps or coins caused whilst being handled or worked on or by fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature;

31. any loss, damage, injury, liability, legal claim, costs or expenses: caused by or arising from:
    - any dishonest act by you, or at your direction; or
    - any criminal act by you or at your direction; or
    - deliberately or recklessly caused by you, arising from your actions or arising from the actions of a person directed by you; or
    - caused by or arising from unauthorised taking or use of property by you or by a person directed by you.

For the purpose of this exclusion, the definition of 'you' does not include domestic employees unless the domestic employee is directed by you.

32. loss or damage caused by domestic pets due to chewing, scratching, tearing or fouling;

33. loss or damage to property of lodgers, boarders, or other tenants;

34. any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:
    - the use of or inability to use any application, software or programme; or
    - any computer virus; or
    - any computer related hoax relating to the above

This exclusion does not apply to the cover provided under the section **Personal Cyber Cover**

35. loss or damage where you sign an agreement with the contractor which needs specific or joint insurance;

36. any fees incurred in preparing or furthering any claim under this policy.

37. loss of damage to keys used for any purpose other than for access to your home, including but not limited to keys for motor vehicles.

38. We do not cover any loss or damage to any items containing ivory, unless the item which is subject to the loss or damage, is either exempt from The Ivory Act 2018 or you can provide us with a copy of the exemption certificate before we can consider the claim.

Liability

Liability cover is automatically included in your Smart Home insurance policy. The limits of insurance are shown on your policy schedule.

Definitions used in this section

bodily injury

business

damages

domestic duties

domestic employee

family member

home

insured person

mould

occurrence

personal injury

policy

policy period

property damage

residence

schedule

sum insured

united kingdom

watercraft

we/us/our

you/your

See **General Definitions**, for all general definitions.

A. Basis of cover

We will pay damages an insured person is legally obligated to pay for personal injury or property damage caused by an occurrence covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

B. Payment of a loss

The most we will pay for all claims for personal injury and property damage as a result of any one occurrence is the liability sum insured shown in your schedule. This insurance applies separately to each insured person against whom a claim is made or lawsuit is brought, but we will not pay more than the limit shown in your schedule for any single occurrence regardless of the number of insured persons, claims made or persons injured.

Payments under Section C. Defence Cover, except any settlement payment, are in addition to the liability sum insured shown in your schedule.

C. Defence cover

We will pay the legal defence costs and legal expenses incurred by an insured person with our prior written consent. In countries where we may be prevented from defending an insured person for a covered loss because of local laws or other reasons, we will pay only those legal defence expenses incurred with our prior written consent for the insured person's defence.

Our duty to pay the defence costs and legal expenses of any claim or suit arising out of a single occurrence ends when the amount we have paid in damages for that occurrence equals the liability cover limit shown on the schedule of this policy.

D. Additional covers

These payments are in addition to the sum insured for damages unless stated otherwise or an exclusion applies.

1. Credit cards, forgery, and counterfeiting

We will pay up to the sum insured shown in your schedule for:

a. any amount you are legally obligated to pay resulting from:

- theft or loss of a bank card or credit card issued in your name that is not held for any trade, business or professional purposes; or
- loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

b. loss caused by accepting in good faith any counterfeit paper currency.

These payments are in addition to any other insurance cover in force.

2. Defective premises Act liability

We will cover damages you are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the comparable enacting legislation in Scotland, in connection with any home which you have previously owned or occupied provided that at the time of the incident giving rise to liability you had disposed of all legal title to and interest in that home, and no other insurance covers the liability.

If the policy is terminated pursuant to a sale of the home you will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the home and will not apply if the liability is covered under a more recently effected or current policy. We do not cover any liability for the cost of putting right any fault or alleged fault.

3. Employer's liability

We will pay damages you are legally obliged to pay to domestic employees for injury or illness arising from an accident. The accident must arise from domestic duties the domestic employee undertakes whilst in your employment at a residence listed on your schedule or while on a temporary trips with you to another location.

We will not cover damages you are legally obliged to pay for domestic employees who have been in the United States of America or Canada for more than 90 days in total during the period of insurance

We may pay defence costs and legal expenses incurred by you with our prior written consent. The most we will pay is the domestic employers liability cover limit shown in your schedule.

4. Reversal of damages

We will pay up to the liability limit shown in your schedule for damages and assessed costs which have been awarded to you but which have not been paid within 3 months of the date of the award for:

a. accidental bodily injury; or

b. accidental loss or damage to property

Provided that:

a. the damages awarded were not in respect of an incident arising out of your profession, occupation or business;

b. you would have been covered by this policy if you were in the position of the person you are claiming damages against; and

c. there is no appeal in progress.

This cover only applies if the damages are awarded by a court in England, Wales, Scotland or Northern Ireland.

E. Exclusions

This policy does not provide cover for liability, defence costs or any other cost or expense for:

1. Personal injury or property damage which happen in the United States of America or Canada if you have been in either or both of those countries for more than 90 days in total during the 12 months from the start of this policy or from the renewal date;
2. Personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft or the use of unmanned drones that are guided remotely.
3. Personal injury or property damage arising out of an insured person's business pursuits, investment activity or any activity intended to generate a profit.

This exclusion does not apply to voluntary work for an organised and registered charitable, religious or community group. It also does not apply while you are temporarily letting your home for up to 60 days in total per policy period.

4. Personal injury or property damage of anyone whose main dwelling is in the United States of America or Canada;
5. Personal injury or property damage arising out of owning, occupying, using or possessing any land or building not at the address in the schedule;
6. Property damage to property owned by, or in the custody, care or control of, an insured person.
7. Personal injury or property damage arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.
8. We do not cover any loss or damage for which an insured person may be held liable in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) order 1991 and any amending legislation.
9. Personal injury or property damage arising out of any insured person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to bodily injury or property damage arising out of an insured person's actions for a non-profit making corporation or organisation unless another exclusion applies.

10. Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

11. We do not cover any home used as an insured person's guarantee of financial performance of any organisation, insured person or other individual.

12. Personal injury or property damage resulting from any criminal, wilful, intentional or malicious act or omission by an insured person. We also will not cover claims for acts or omissions of an insured person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

This exclusion does not apply to bodily injury if the insured person acted with reasonable force to protect any person or property.

13. Personal injury to an insured person under this policy.

14. Personal injury or property damage arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any mould.

    However, this exclusion does not apply to personal injury or property damage arising out of mould that is, is on, or is contained in, a good or product intended for consumption.

15. Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to:

a. golf buggies;

b. quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the schedule;

c. garden equipment used for domestic purposes;

d. a motorised land vehicle laid up at your residence; or

e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for or in connection with racing or time trials.

f. electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use.

16. Personal injury or property damage arising out of an insured person's performing or failure to perform professional services for which any insured person is legally responsible or licensed.

17. Personal injury arising out of any actual, alleged or threatened:

a. sexual molestation, misconduct or harassment;

b. corporal punishment; or

c. sexual, physical or mental abuse.

18. We do not cover any loss, damage, injury, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.

19. Personal injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft.

20. Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle or any electrically assisted pedal cycle where there is a legal requirement to pay Vehicle Excise Duty.

21. Personal injury arising out of wrongful termination of employment.

22. Amounts you legally have to pay after a judgment or award from courts that are outside the United Kingdom or any member state of the European Union. This also applies to the enforcement of such awards in courts in the United Kingdom or within the European Union.

23. Personal injury or property damage arising directly or indirectly caused by a computer virus.

24. Personal injury or property damage where you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until that insurance is exhausted.

25. any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:

    - the use of or inability to use any application, software or programme,
    - any computer virus; or
    - any computer related hoax relating to the above

This exclusion does not apply to the cover provided under the section **Personal Cyber Cover**

26. Loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Personal cyber cover

Personal Cyber cover is included in your Smart Home insurance policy if shown on your policy schedule.

Definitions used in this section

act of terrorism

business

computer virus

condition precedent

contaminant

cyber event

damage

damages

data

defence costs

denial of service attack

government

hacking

home

home systems

impacted state

personal data

policy

policy period

pollutants

schedule

state

sum insured

technology system

war

we/us/our

you/your

See **General Definitions**, for all general definitions.

This cover is underwritten by HSB Engineering Insurance Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

HSB Engineering Insurance Limited registered address, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT. Registered in England and Wales, number 02396114 and Ireland 906020.

Cover is only operative if indicated on your policy schedule.

A. Special definitions

The definitions below apply only to Personal cyber cover, and where the same words are defined elsewhere in this policy, these special definitions apply.

Act of terrorism

An act committed by, or threat made by, any person or group (whether acting alone or in connection with any organisation or government) for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

Business activities

Any activities carried out by you or on your behalf for business or professional purposes.

Computer systems

Any computing or electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.

Computer virus

Any malware, program code or programming instruction designed to damage computer systems.

Connected vehicle

Any vehicle that:

- is owned or leased by you
- is a private vehicle not used for business activities
- can be legally operated with a category B UK driving licence
- is registered for road use and subject to the Road Traffic Act
- is connected to the internet

Contaminant

An impurity resulting from the mixture or contact of a substance with a foreign substance, including but not limited to mould, mildew, fungus, spores, diseases, viruses or microorganism of any type, nature, or description.

Cryptocurrency

A digital currency with transactions validated and records maintained through a decentralised system using cryptography.

Cyber bullying

Two or more similar or related acts of harassment, intimidation, impersonation, defamation, slander, invasion of privacy, threat of violence or other similar acts targeted at you and perpetrated wholly or partially using computer systems including but not limited to:

- sextortion;
- cyberstalking; and
- doxing

Cyber event

- malicious deletion, corruption, unauthorised access to, or theft of data; or
- damage or disruption caused by computer virus, hacking or denial of service attack,

affecting your home systems.

Cyber operation

The use of a technology system by, at the direction of, or under the control of a state to:

- disrupt, deny access to or, degrade functionality of a technology system and or
- copy, remove, manipulate, deny access to, destroy information in a technology system.

Damage

Total or partial loss, damage, destruction, or corruption.

Damages

- financial compensation you have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish you) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses you have to pay as a result of a claim being brought against you.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by computer systems, but not including software and programs.

Defence costs

Costs and expenses we agree to in writing for investigating, settling or defending a claim against you.

Denial of service attack

Malicious and unauthorised attack which overloads any home systems.

Digital wallet

Sofware application or platform where you can store or deposit money, cryptocurrency or NFT collectibles for making electronic payments or transfers

Government

Any government including its intelligence and security services.

Hacking

Unauthorised or malicious access to any computer systems by electronic means.

Home systems

Any computer systems owned by you, or hired, leased or rented to you under written conditions.

Identity theft

The fraudulent use of information or documents which could be used to identify you or allow your identity to be stolen or fraud to take place on you including:

- fraudulently using your National Insurance number, NHS number, passport and/or driving licence;
- fraudulently using your personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes; and
- fraudulent alteration of account profile information for bank accounts, credit cards or loans, such as the address to which statements are sent.

Impacted state

The state in which the technology system affected by the cyber operation is physically located

NFT collectibles

A unique digital identifier that is recorded in a digital ledger to certify evidence of authenticity and public ownership of:

- Digital artwork; or
- Digital collectibles

This does not include cryptocurrency or any video game collectibles.

Personal data

Information which could identify you or allow your identity to be stolen or fraud to take place on you.

Pollutants

Any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, bacteria, fungi, virus, mould, spores, vaccines and waste (including materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials).

State

A sovereign state

Technology system

Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

War

War and hostile action including:

- the use of physical force by a state against another state or as part of a civil war, rebellion, revolution or insurrection; and/or
- military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

whether war be declared or not.

We, us, our, and ours

Means HSB Engineering Insurance Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Aviva Insurance Limited as agent of HSB Engineering Insurance Limited.

You/your

The person(s) shown in the schedule and all permanent members of that person's home, including any employees who live in the home whose duties are for domestic purposes relating to the home and its gardens.

For Section 3 - Cyber online liability, Section 4 - Cyber bullying and online harassment and Section 5 - Identity Theft, you means the person(s) shown in the schedule and all members of that person's family who permanently live at the home.

B. Basis of cover

Section 1 – System Restoration and support

We will pay for the following arising as a result of a cyber event you first discover during the policy period:

1. Home systems restoration

The cost of investigating, reconfiguring and rectifying any damage to your home systems and connected vehicle, and restoring data (but not the cost to recreate data if you cannot restore it from other sources).

This does not include the value of data to you, even if the data cannot be restored.

2. Computer virus removal

The cost of locating and removing a computer virus from your home systems and connected vehicle; and

3. Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent your home systems and connected vehicle from being infected by computer virus or to prevent hacking.

4. Auto cyber costs

We will reimburse you for costs you have paid up to £1,500 towards:

- The cost to you of hiring a towing company to take your connected vehicle to a repair centre when it is not safe to drive under its own power following a cyber event.
- the cost to you of renting or leasing a temporary vehicle when your connected vehicle is not safe to drive under its own power due to a cyber event.

Section 2 – Cyber crime

We will pay for the following which you first discover during the policy period:

1. Social engineering and fraud

Your personal financial loss as the result of a fraudulent communication or input, destruction or modification of data in any computer systems which results in:

- money being taken from your personal account;
- your personal goods, services, property or financial benefit being transferred; or
- any credit arrangement being made with your personal data.
- cryptocurrency or NFT collectibles being taken from your personal digital wallet

as long as you have not received any benefit in return. We will not pay for your financial loss related to business activities.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

2. Utility hacking

Your liability to make any payment to your utility or service provider (including but not limited to telephone, internet, electricity, or cloud), as the result of hacking into your home systems.

3. Cyber ransom

The cost of responding, and with our written agreement the payment of a ransom demand, if anyone has or threatens to:

- disrupt your home systems by introducing a computer virus, or to initiate a hacking attack or denial of service attack against you;
- release, publish, corrupt, delete or alter your data if this would cause you harm or damage your reputation;

as long as you can demonstrate that you have reasonable grounds to believe that the threat is not a hoax, and you have reported it to the police.

Section 3 – Cyber online liability

We will pay damages and defence costs arising from a claim first made against you by a third party during the policy period as the result of:

1. Data privacy

You failing to secure, or prevent unauthorised access to, publication of or use of data (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

2. Computer virus transmission

You unintentionally transmitting, or failing to prevent or restrict the transmission of, a computer virus, hacking attack or denial of service attack from your home systems to a third party; or

3. Online reputation damage

Harm or damage to reputation (including that of a product) or intellectual property rights being breached as a result of your activities online.

Section 4 - Cyber bullying and online harassment

We will pay for the following arising as a result of cyber bullying you first discover during the period of insurance:

1. Online privacy and protection costs

The reasonably and necessary cost of hiring professional consultants to;

- repair your online privacy and reputation
- make recommendations on how to prevent further cyber bullying
- pursue legal guidance, file injuctions or aid in providing evidence for prosecution of the perpetrators of the cyber bullying

2. Monitoring costs

The reasonably and necessary cost of mobile applications, social monitoring software and web-based products to prevent further cyber bullying.

3. Temporary relocation expenses

The reasonably and necessary costs up to £10,000 of relocating you to a temporary residence or accommodation for a reasonable and necessary time if you need to move to a new location to escape a serious, fixated threat or stalking related to cyber bullying.

4. Temporary private tutoring

The reasonably and necessary costs up to £10,000 of hiring a professional tutor for time reasonably and necessarily taken away from education institutions.

5. Lost wages

Wages lost by you for time reasonably and necessary taken away from work and away from the work premises.

Time away from work includes partial or whole work days. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours. The most we will pay under this cover is £10,000.

6. Cyber victim expenses

The reasonably and necessary costs up to £10,000 of counselling from a licensed mental health professional.

Section 5 – Identity Theft

We will pay for the following resulting from an identity theft that you discover during the period of insurance

1. Expense reimbursement coverage

Costs necessarily and reasonably incurred within the **territorial limits** for:

- Re-filing applications for credit cards, loans, grants or other forms of credit;
- Notarising witness statements, affidavits or other similar documents, long distance telephone calls and postage; and
- Obtaining a maximum of 12 credit reports from established credit bureaux during the 12 months following the discovery of the identity theft.
- The cost of protective registration with CIFAS for a maximum of two years.
- Actual costs for supervision of your children or your elderly or infirm relatives or dependants during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of yours.
- Any other reasonable costs necessarily incurred by you as a direct result of the identity theft including costs incurred by you to recover control over your personal identity and deductibles or service fees from financial institutions.

2. Defence costs

Costs and expenses necessarily and reasonably incurred within the territorial limits approved by us in writing for:

- The defence of any civil claim or legal proceedings brought against you by a creditor or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan;
- The removal of any civil judgment wrongfully entered against you;
- Legal assistance for you at an audit or hearing by a governmental agency;
- Legal assistance in challenging the accuracy of your consumer credit report; and
- The defence of any criminal charges brought against you arising from the actions of a third party using your personal identity

3. Lost Wages

Wages lost by you for time reasonably and necessarily taken away from work and away from the work premises.

Time away from work includes partial or whole work days. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

C. Payment of a loss

The most we will pay for all claims we accept under this policy in total for the policy period is the amount insured, regardless of the number of claims.

If there is more than one person named in the schedule, the total amount we will pay following a claim will not exceed the amount we would be liable to pay to any one of you and the total amount we will pay during the period of insurance is the sum insured, regardless of the number of persons named in the schedule.

Defence costs

Any defence costs we pay will be included within, not in addition to, the sum insured.

Paying out the sum insured

For any and all claims arising for the policy period we may at our sole discretion pay the full sum insured that applies.

When we have paid the full sum insured, we will not pay any further amounts for any claims or for associated defence costs.

Case management services

Any expenses we incur to provide case management services under Section 1 - System restoration and support are in addition to the sum insured.

NFT collectibles

The most we will pay for NFT collectibles will be £5,000 or the value at the data and time the financial loss occurred, as recorded on the digital ledger, whichever is lesser.

If we pay for the loss of NFT collectibles, you must assign to us all legal rights, title, and interest in those NFT collectibles for recovery purposes.

D. Conditions

The following conditions apply only to the section **Cyber Cover**. If you do not keep to these conditions and this reduces our legal or financial rights under the policy, we may refuse to pay part or all of your claim.

1. Reporting a claim or claims cooperation

As soon as you know about any incident or circumstance that may result in a claim against you or a claim under your policy you must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by your policy;
- immediately tell the police about any loss or damage relating to crime and obtain a crime reference number;
- if the claim relates to cyber bullying or online harassment, report the incident to the police or, where applicable, a school administrator and obtain evidence of such report;

- tell the person who arranged your policy (or us), providing full details, as soon after the incident or circumstances as possible, and
- tell the person who arranged **your** policy (or us), providing full details, within 30 days in the case of you knowing about an incident or circumstance that has resulted in or may result in you receiving a claim against you.

In addition you must:

- immediately send us every letter, writ, summons or other document you receive in connection with the claim or circumstance; and record all information relating to a claim against you covered under Section 3 - 'Cyber online liability'
- keep any damaged home systems and other evidence, and allow us to inspect it;
- co-operate with us fully and provide all the information we need to investigate your claim or circumstance; and
- give us details of any other insurances you may have which may cover loss covered by this policy; and
- attempt to recover financial loss relating to your claim under Section 2 - Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell us if you recover money from a third party in relation to a claim (you may need to give the money to us).

You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without our written permission.

2. Fraudulent claims

If you (or anyone acting for you) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), we will not pay the claim and we may cancel your policy from the time of the fraudulent act relating to your claim and we may keep any premium you have paid (see **General conditions** which apply to this insurance policy').

3. Enforcing your rights

We may, at our expense, take all necessary steps to enforce your rights against any third party. We can do this before or after we pay a claim. You must not do anything before or after we pay your claim to affect our rights and you must give us any help and information we ask for.

You must take reasonable steps to make sure that you protect your rights to recover amounts from third parties.

4. Protecting data

You must make sure that you take precautions for disposing of and destroying home systems in order to protect data.

5. Controlling defence

We can, but do not have to, take control of investigating, settling or defending any claim made against you. We would take this action in your name. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our permission in writing. We will only defend claims if we think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

6. Reasonable care

You must:

- make sure that your home systems are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce damage or other loss covered by your policy.

7. Change in risk

As soon as you (or anyone acting for you) become aware of any change in circumstance which may affect the policy, you must tell us of the change. We will decide if the change alters the risk and if we need to change the terms and conditions of your policy including the premium. This applies to any change which arises, whether it is before or during the policy period, including before we renew your policy.

If you do not tell us about a change, a claim may be reduced or rejected and in some cases your policy might be treated as if it never existed and you may not be entitled to a refund of premium.

Your cover will not be affected by any change in circumstance which increases the risk covered by your policy and which you could not have known about.

8. Defence software

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

9. Contracts (Rights of Third Parties) Act 1999

Any person who is not named in the schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of the policy.

10. Correct information

You must give us correct information. If you fail to do so and:

- your failure was deliberate or reckless, we will treat your policy as if it never existed, refuse all claims and keep any premium you have paid. If your failure occurs

during a change to your policy we will terminate your policy from the date of that change, refuse subsequent claims and keep any premium you have paid.

- your failure was careless and we would not have issued your policy had you told us the correct information, we will treat your policy as if it never existed and return any premium you have paid. If your failure occurs during a change to your policy we will treat your policy as though the change was not made and where appropriate return any additional premium charged for the change. You may want to cancel your policy if it does not meet your needs (see the section **General conditions** which apply to this insurance policy).
- your failure was careless and we would have insured you on different terms had you given us correct information, we will;
  - alter the terms of your policy to those we would have imposed (other than those relating to premium); and
  - reduce the amount paid or payable on any claim in proportion to the amount of additional premium we would have charged.

E. Exclusions

The following exclusions apply only to the section Cyber cover. We will not pay for any cost, damages, liability, loss or defence costs arising from the following:

1. Advance fee fraud

Any cost, damages, liability, loss or defence costs arising from or in connection with an advance fee fraud or other fraud where you provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Authority actions

Any cost, damages, liability, loss or defence costs arising from or in connection with any action or prosecution against you by any statutory or local government agency, body or authority or professional or trade licensing organisation acting in its regulatory or official capacity.

3. Bodily injury

Any cost, damages, liability, loss or defence costs arising from or in connection with any actual or alleged personal injury suffered by any person including but not limited to bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death.

This exclusion does not apply in respect of damages and defence costs for psychological harm, mental anguish or emotional distress arising from a claim under Cyber - Cover, Section 3 - Cyber online liability and Section 4 - Cyber bullying and online harassment

4. Business activities

Any cost, damages, liability, loss or defence costs arising from or in connection with any business activities.

5. Circumstances before your policy started

Any cost, damages, liability, loss or defence costs arising from or in connection with

- Circumstances which existed before any cover provided by your policy started, and which you knew about.
- Claims or circumstances which you have already reported, or which you should have reported, to a previous insurer before the policy period.

6. Confiscation

Any cost, damages, liability, loss or defence costs arising from or in connection with your property being confiscated or damaged by, or under the order of, any government, public or police authority.

7. Connected vehicle theft

Any cost, damages, liability, loss or defence costs arising from or in connection with theft of your connected vehicle.

8. External network failure

Any cost, damages, liability, loss or defence costs arising from or in connection with failure or interruption of any:

- gas or water supply
- electrical power supply network or telecommunication network

not owned and operated by you.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

9. Intentional acts

Any cost, damages, liability, loss or defence costs arising from or in connection with any intentional act, or failure to act, by you or anyone acting on your behalf.

10. Loss prevention costs

We will not pay for any costs incurred to avoid prevent or detect identity theft or any other loss

11. Malicious defamation

Any cost, damages, liability, loss or defence costs arising from or in connection with defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against you.

12. Nuclear risks

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by contributed to by or arising from:

- ionising radiation from, or contamination by, radioactivity from any nuclear material, or from burning nuclear material;
- the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them;
- any weapon or device using atomic fission, fusion or similar reaction, or radioactive force or material;
- the radioactive, toxic, explosive or other dangerous properties of any radioactive material; or
- any chemical, biological, bio-chemical or electromagnetic weapon.

13. Other insured parties

Any dispute or claim between you.

14. Patent

Any cost, damages, liability, loss or defence costs arising from or in connection with infringement of any patent.

15. Pollution and contamination

Any cost, damages, liability, loss or defence costs arising from or in connection with:

- the presence of pollutants, or a contaminant; or
- the actual discharge, dispersal, release or escape of pollutants, or a contaminant; or
- any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize in any way respond to or assess the effects of pollutants or a contaminant.

16. Property Damage

Any cost, damages, liability, loss or defence costs arising from or in connection with any physical damage to any tangible property, unless otherwise covered under 'Section 1 System restoration and support - 1. Home systems restoration'.

17. Sanction limitation

We will not make any payment under the policy if doing so would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

18. Terrorism

Any cost, damages, liability, loss or defence costs arising from or in connection with

- biological or chemical contamination; or
- any failure in the supply of gas, electricity, water or phone service to your home;

which is caused by any act of terrorism.

19. War

any loss, damages, liability, defence costs, costs or expenses of any kind:

- directly or indirectly arising from a war or
- arising from a cyber operation

It shall be our responsibility to prove that this exclusion applies. You and we will consider such objectively reasonable evidence that is available at the time of a cyber operation to determine who it is due to.

This may include formal or official statements by the government of the impacted state saying that they regard the cyber operation is due to another state or those acting at its direction or under its control.

F. Personal cyber helpline

Personal Cyber Helpline - 44 (0)800 912 1191

You can call us anytime for proactive guidance, as well as calling for support when something has gone wrong. There is no limit to the number of calls you can make to the helpline and calls to CyberScout have no impact on claims history. You will get an appointed personal cyber response handler. accessible 24 Hours a day, 7 days a week. For immediate help please contact the Cyber Helpline at **44 (0)800 912 1191** or email at **HSBCyberIncident@cyberscout.com**

You can also register for our complimentary Dark Web Monitoring which proactively monitors deep and dark websites, and dark net communities, to check if personal and financial information has been compromised. Our service provides incident remediation and an action plan to protect personal and financial information and help prevent it from being shared. Please register on the following site with your policy number: **https://aviva.mycybercentre.com**

Legal expenses

Legal Expenses cover is included in your Smart Home insurance policy if shown on your policy schedule.

Refer to this section for assistance with legal or tax disputes.

Definitions used in this section

appointed advisor

collective conditional fee agreement

communication costs

conditional fee agreement

domestic employee

home

insured

insurer

legal costs & expenses

let property

loss of earnings

policy

policy period

reasonable prospects of success

schedule

tenancy agreement

territorial limit

we/us/our

you/your

See **General Definitions**, for all general definitions.

ARAG Plc is authorised and regulated by the Financial Conduct Authority. Firm reference No. 452369. ARAG Plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

Head and Registered Office: Unit 4a, Greenway Court, Bedwas, Caerphilly, Wales, CF83 8DW. Registered in England and Wales number 02585818.

The general conditions and general exclusions apply to this section, where applicable.

If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

If you need to make a claim, please refer to 'how to make a claim' at the start of this wording.

Consumer legal services

Register today at:

www.araglegal.co.uk and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.

Legal and tax helpline

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law or personal tax matters within the UK.

Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

You can get advice by calling **0344 571 7976**.

Special definitions

The definitions below apply only to legal expenses, and where the same words are defined elsewhere in this policy, these special definitions apply.

Appointed advisor

- The solicitor, accountant, or other advisor (who is not a mediator), appointed by us to act on your behalf;
- mediator appointed by us to provide impartial dispute resolution in relation to a claim accepted by us.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional fee agreement

A legally enforceable agreement between the insured and the appointed advisor for paying their professional fees on the basis of 100% "no-win no-fee".

Domestic employee

Any person who lives at your home and is employed by you under a contract of service to carry out domestic duties for your household.

Insured

You, your partner or spouse and relatives who permanently reside with you in your home in the UK. (The insurer will cover your children temporarily away from home for the purposes of higher education).

Insurer

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Legal costs & expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- In civil claims, other side's costs, fees and disbursements where the insured has been ordered to pay them or you pay them with our agreement.
- Reasonable accountancy fees reasonably incurred under Insured event Tax by the appointed advisor and agreed by us in advance.
- The insured's basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the appointed advisor or whilst on jury service.

Let property

The residential property which is located in England, Wales, Scotland or Northern Ireland and which you let or intend to let under a tenancy agreement.

Loss of earnings

The insured's basic wages or salary while attending court or tribunal at the request of the appointed advisor.

Reasonable prospects of success

- Other than as set out below, a greater than 50% chance of the insured successfully pursuing or defending the claim and, if the insured is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- for claims under **Covered - 3. Contracts**, there must be a greater than 50% chance of successfully defending the claim in its entirety;
- In criminal prosecution claims where the insured
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the insured being successful.

Where it has been determined that reasonable prospects of success as set out above do not exist, the insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Tenancy agreement

An agreement you enter into to let your let property to a tenant:

- under an assured shorthold tenancy; or
- under a shorthold tenancy; or
- under an assured tenancy;

as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;

- in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- to a limited company or business partnership for residential purposes by its employees.

Territorial limit

For Insured events Contract and Personal Injury; the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other Insured events; the United Kingdom, Channel Islands and the Isle of Man.

We, us, our

ARAG Legal Expenses Insurance Company Limited, the insurer; and ARAG plc (or appointed agents on its behalf), which administers these sections on behalf of the insurer under a binding authority agreement.. Where we refer to "we/us/our", this includes ARAG plc where it is carrying out administrative functions on behalf of the insurer, ARAG Legal Expenses Insurance Company Limited.

You, your

The person(s) named in the schedule and all members of that person's family who live at the same address.

Cover

What your policy covers:	What your policy does NOT cover:
Following an Insured event the insurer will pay the insured's legal costs & expenses up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met: 1. The insured keeps to the terms of this section and co-operates fully with us; 2. The Insured event happens within the territorial limit; 3. The claim a. always has reasonable prospects of success; b. is reported to us • during the policy period; and • as soon as the insured first becomes aware of circumstances which could give rise to a claim; 4. Unless there is a conflict of interest the insured always agrees to use the appointed advisor chosen by us before proceedings have been or need to be issued; 5. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with us. A claim is considered to be reported to us when we have received the insured's fully completed claim form. This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.	The insured is not covered for any claim arising from or relating to: a. legal costs & expenses incurred without our consent; b. any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section and which the insured believed or ought reasonably to have believed could lead to a claim under this section; c. an amount below £100; d. an allegation against the insured involving: • assault, violence or dishonesty, malicious falsehood or defamation; • the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs • indecent or obscene materials • illegal immigration; • money laundering or bribery offences, fraud, or any other financial crime activities; e. a dispute between your family members; f. an insured's deliberate or reckless act; g. a judicial review; h. a dispute arising from or relating to clinical negligence except as provided for under Insured event Clinical Negligence; i. a dispute with us not dealt with under Condition 6, or the insurer or the company that sold this policy; j. a group litigation order; k. the payment of fines, penalties or compensation awarded against the insured; l. a let property which is or should have been registered as a House of Multiple Occupation. m. any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

What your policy covers:	What your policy does NOT cover:
1. Employment A dispute with the insured's current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the a. ACAS Code of Practice for Disciplinary and Grievance Procedures, or b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded. The insured is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.	Any claim arising from or relating to: a. a dispute arising solely from personal injury; b. defending the insured other than defending an appeal; c. legal costs & expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; d. an insured's employer or ex-employer's pension scheme; e. a compromise or settlement agreement between the insured and their employer unless such agreement arises from an ongoing claim under this section.
2. Disputes with domestic employees A dispute with your domestic employee that arises from: • their dismissal by you; • the terms of a contract of service or service occupancy agreement between you and your domestic employee; • an alleged breach of your domestic employee's legal rights under employment laws.	Any claim arising from or relating to: a. disciplinary hearings or internal grievance procedures; b. personal injury; c. you pursing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.
3. Contract A dispute arising out of an agreement or alleged agreement which has been entered into by the insured for • buying or hiring consumer goods or services; • privately selling goods; • buying or selling your home, your let property and other residences owned and occupied by you from time to time; • renting your main home as a tenant; • the occupation of your home under a lease.	Any claim arising from or relating to: a. a dispute with a tenant or leasee where the insured is the landlord or lessor; b. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments; c. the insured's business activities, trade, venture for gain, profession or employment; d. a contract involving a motor vehicle; e. a settlement due under an insurance policy; f. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT; or g. a dispute with any party other than the party with whom you have entered into an agreement or alleged agreement with.

What your policy covers:	What your policy does NOT cover:
4. Property A dispute relating to visible property which the insured owns. Cover applies to: • an event which causes physical damage to the insured's property, including your home, your let property and other residences owned and occupied by you from time to time provided that for a claim against your tenant you have prepared, before to the granting of the tenancy, a detailed inventory of the contents and condition of the let property which the tenant has signed; • a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies.	a. The first £250 of any claim arising from a public or private nuisance or trespass. This is payable by the insured as soon as we accept the claim. b. Any claim arising from or related to: • a contract entered into by an insured other than a tenancy agreement; • any building or land other than your home, your let property and other residences owned and occupied by you from time to time; • a motor vehicle; • the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority; • defending any dispute arising from property damage other than defending a counter claim or an appeal; • a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.
5. Personal injury A sudden event directly causing the insured physical bodily injury or death.	Any claim arising from or relating to: a. a condition, illness or disease which develops gradually over time; b. mental injury, nervous shock, depression or psychological symptoms where the insured has not sustained physical injury to their body; c. defending any dispute other than an appeal.
6. Clinical negligence A dispute arising from alleged clinical negligence or malpractice.	a. any claim arising from or relating to cosmetic or aesthetic surgery where the procedure is carried out for the purpose of elective aesthetic enhancement rather than for medically necessary reconstructive surgery; b. defending any claim other than an appeal..
7. Tax A formal enquiry into the insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.	Any claim arising from or relating to: a. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions; b. a business or venture for gain of the insured; c. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured's financial arrangements; d. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland; e. an investigation by the Fraud Investigation Service of HMRC.

What your policy covers:	What your policy does NOT cover:
8. Legal defence a. Work An alleged act or omission of the insured that arises from their work as an employee and results in: • the insured being interviewed by the police or others with the power to prosecute; • a prosecution being brought against the insured in a court of criminal jurisdiction; • civil proceedings being brought against the insured under unfair discrimination laws. b. Motor A motoring prosecution being brought against the insured. c. Other A formal investigation or disciplinary hearing being brought against the insured by a professional or regulatory body.	Any claim arising from or relating to: a. owning a vehicle or driving without motor insurance or driving without a valid driving licence; b. a parking offence.
9. Loss of earnings The insured's absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.	a. Loss of earnings over £1,000; b. Any sum which can be recovered from the court or tribunal.

Conditions

Where the insurer's risk is affected by the insured's failure to keep to these conditions the insurer can cancel this section, refuse a claim or withdraw from an ongoing claim. The insurer also reserves the right to recover legal costs & expenses from the insured if this happens.

1. The Insured's responsibilities

An insured must:

a. tell us immediately of anything that may make it more costly or difficult for the appointed advisor to resolve the claim in the insured's favour;

b. cooperate fully with us, give the appointed advisor any instructions required, and keep them updated with progress of the claim and not hinder them;

c. take reasonable steps to claim back legal costs & expenses, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the insurer;

d. keep legal costs & expenses as low as possible;

e. allow the insurer at any time to take over and conduct in the insured's name, any claim.

2. Freedom to choose an appointed advisor

a. In certain circumstances as set out below the insured may choose an appointed advisor. In all other cases no such right exists and we shall choose the appointed advisor.

b. The insured may choose an appointed advisor if:

- a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against you, or
- there is a conflict of interest

c. Where the insured wishes to exercise the right to choose, the insured must write to us with their preferred representative's contact details. Where the insured chooses to use their preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel. (Our panel solicitor firms are chosen with care and we agree special terms with them which may be less than the rates available from other firms.)

d. If the insured dismisses the appointed advisor without good reason, or withdraws from the claim without our written agreement, or if the appointed advisor refuses with good reason to continue acting for an insured, cover will end immediately.

e. In respect of a claim under Insured event Employment, Contract, Personal Injury or Clinical Negligence, the insured must enter into a conditional fee agreement or the appointed advisor must enter into a collective conditional fee agreement, where legally permitted.

3. Consent

a. The insured must agree to us having sight of the appointed advisor's file relating to the insured's claim. The insured is considered to have provided consent to us or our appointed agent to have sight of their file for auditing and quality and cost control purposes.

b. An insured must have your agreement to claim under this section.

4. Settlement

a. The insurer has the right to settle the claim by paying the reasonable value of the insured's claim.

b. The insured must not negotiate, settle the claim or agree to pay legal costs & expenses without our written agreement.

c. If the insured refuses to settle the claim following advice to do so from the appointed advisor, the insurer reserves the right to refuse to pay further legal costs & expenses.

5. Barrister's opinion

We may require the insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the insured, then the insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by us, then the insurer will pay for a final opinion which shall be binding on the insured and us. This does not affect the insured's right under the next condition below.

6. Dispute resolution

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financialombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party

wanting the arbitration will ask the Ciarb to decide. We will pay 50% of any upfront arbitrator costs provided these are incurred with our expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by us is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

7. Fraudulent claims and claims tainted by dishonesty

a. If an insured makes any claim which is fraudulent or false, the cover under this section may become void and all benefit under it may be lost.

b. An insured shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the insured has breached this condition and that the breach has:

   - affected our assessment of reasonable prospects of success, and/or
   - prejudiced in any part the outcome of the insured's claim

   the insurer shall have no liability for legal costs & expenses under this section.

8. Law that applies

This section of the policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy.

9. Acts of parliament

All legal instruments, bodies and rules referred to within the Covers shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.

10. Contracts (Rights of Third Parties) Act 1999

Apart from us, only the insured shown in the policy schedule may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

Home emergency

Home Emergency cover is included in your Smart Home insurance policy if shown on your policy schedule.

Definitions used in this section

central heating boiler

contractor

emergency costs

home

home emergency

insurer

policy

policy period

schedule

vermin

we/us/our

you/your

See **General Definitions**, for all general definitions.

ARAG Plc is authorised and regulated by the Financial Conduct Authority. Firm reference No. 452369. ARAG Plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

Head and Registered Office:
Unit 4a, Greenway Court,
Bedwas,
Caerphilly,
Wales, CF83 8DW

Registered in England and Wales number 02585818.

The general conditions and general exclusions apply to this section, where applicable.

If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

If you need to make a claim, please refer to 'how to make a claim' at the start of this wording.

Special definitions

The definitions below apply only to home emergency, and where the same words are defined elsewhere in this policy, these special definitions apply.

Central heating boiler

A boiler;

- located in your home (or connecting garage), and
- which has been serviced within the 12 months prior to the date of your home emergency claim.

Contractor

The contractor or tradesperson chosen by us to respond to your home emergency.

Emergency costs

- Contractor's reasonable and properly charged labour costs, parts and materials.
- Where necessary, alternative accommodation costs incurred under Insured event 8.

The maximum payable by the insurer is £1,000 for all claims related by time or original cause

Home emergency

A sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to your home, and/or
- render your home safe or secure, and/or
- restore the main services to your home, and/or
- alleviate any health risk to you.

Cover extends to other residences owned and occupied by you from time to time but not residential property which you let or intend to let under a tenancy agreement.

Insurer

ARAG Legal Expenses Insurance Company Limited.

We, us, our

ARAG Legal Expenses Insurance Company Limited, the insurer; and ARAG plc (or appointed agents on its behalf), which administers these sections on behalf of the insurer under a binding authority agreement. Where we refer to "we/us/our", this includes ARAG plc where it is carrying out administrative functions on behalf of the insurer, ARAG Legal Expenses Insurance Company Limited.

You, your

The person(s) named in the schedule and all members of that person's family who live at the same address.

A. Basis of cover

Following an Insured event which results in a home emergency the insurer will pay emergency costs provided that all of the following requirements are met:

1. The claim is reported to us

a. during the policy period;

b. as soon as possible after you first become aware of a home emergency;

2. Your home is located within the United Kingdom, Channel Islands or the Isle of Man;

3. You always agree to use the contractor chosen by us.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

B. What your policy covers

1. Main heating system

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks) in your home.

2. Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home, which results in a home emergency.

3. Home security

Damage (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of your home.

4. Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function of a toilet in your home.

5. Domestic power supply

The failure, whether or not caused accidentally, of your home's domestic electricity or gas supply

6. Lost keys

The loss or theft of the only available keys, if you cannot replace them to gain access to your home

7. Vermin infestation

Vermin causing damage inside your home or a health risk to you.

8. Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a home emergency which makes your home unsafe, unsecure or uncomfortable to stay in overnight.

C. Exclusions

1. Emergency Costs which have been incurred before we accept a claim;
2. an Insured event which happens within the first 48 hours of cover if you purchase this section at a different date from other sections within this policy;
3. Emergency costs where there is no one at your home when the contractor arrives;
4. any matter occurring prior to, or existing at the start of cover under this section, and which you believed or ought reasonably to have believed could give rise to a claim under this section;
5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions;
6. a main heating system (including a central heating boiler) which is more than 15 years old;
7. warm air and solar systems; or boilers with an output over 60kW;
8. the cost of making permanent repairs including any redecoration or making good the fabric of your home;

9. once the emergency situation has been resolved;
    a. arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to your home;
    b. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
10. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap);
11. Your garage (except a central heating boiler located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pit, fuel tanks or septic tank;
12. Your home being left unoccupied for more than 60 days consecutively;
13. goods or materials covered by a manufacturer's, supplier's and installer's warranty;
14. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
15. a claim covered by another section of this policy, or any claim that would have been covered by another section of this policy if this section did not exist;
16. subsidence, landslip or heave;
17. a property that you rent or let;
18. blockage of supply or waste pipes to your home due to freezing weather conditions.
19. any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

D. Specific conditions

1. Your responsibilities

You must:

a. not do anything that hinders us or the contractor;
b. tell us as soon as possible after first becoming aware of any home emergency;
c. tell us as soon as possible of anything that may materially alter our assessment of the claim;
d. cooperate fully with the contractor and us;
e. provide us with everything we need to help us handle the claim;
f. take reasonable steps to recover emergency costs that the insurer pays and pay to the insurer all costs that are recovered should these be paid to you;
g. minimise any emergency costs and try to prevent anything happening that may cause a claim;
h. allow the insurer at any time to take over and conduct in your name any claim, proceedings or investigation;
i. be able to prove that the central heating boiler has been serviced within 12 months prior to a home emergency claim.

2. Our consent

We must give you our consent to incur emergency costs. The insurer does not accept liability for emergency costs incurred without our consent.

3. Settlement

You must not settle the contractor's invoice or agree to pay emergency costs that you wish to claim for under this section without our agreement.

4. Disputes

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financialombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party wanting the arbitration will ask the Ciarb to decide. We will pay 50% of any upfront arbitrator costs provided these are incurred with our expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by us is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

5. Fraudulent claims

If you make any claim under the policy which is fraudulent or false, this section of the policy may become void and all benefit under it may be lost.

6 Call out and labour costs

When settling contractor's call out charge and labour costs, unless stated otherwise on the contractor's invoice we will determine that the call out charge covers the cost of the contractor attending your home and disallows any time spent diagnosing the fault which has caused the home breakdown or emergency. Any inspection time that is required to trace, access or identify the cause of the home breakdown or emergency will be settled on the basis that the time is charged as labour costs.

7. Law that applies

This section of the policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy.

8. Acts of parliament

All legal instruments, bodies and rules referred to within this section of the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.

9. Contracts (Rights of Third Parties) Act 1999

Apart from us, only the policyholder shown in the policy schedule may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

AVIVA PRIVATE CLIENTS

Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

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