AVIVA PRIVATE CLIENTS

Refine Home

Insurance Policy

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About your policy

This policy wording details the protection we provide.

Defined terms used in this section

accident
buildings
collectibles
domestic employees
endorsement
excess
fine art
home
loss
occurrence
period of insurance
policy
residence
schedule
subsidence
United Kingdom
unoccupied
valuables
we/us/our
you/your

See Definitions.

The contract between us

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

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy wording;
- information contained on your Statement of Fact document as issued by us and any additional questionnaire(s);
- your schedule;
- any endorsements on your policy, as set out in your schedule;
- any changes to your home insurance policy contained in notices issued by us at renewal;
- your important information document.

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

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

Renewing this policy

We will write to you in advance of your renewal date with our offer to renew, or to give you plenty of 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 which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please contact your insurance advisor before the renewal date of your policy.

If you wish to make any changes at renewal, please contact your adviser.

At renewal, a 14 day cooling off period applies which starts from the renewal of the contract or the day on which you receive your renewal documentation, whichever is the later.

Please read **The right to cancel** section of this wording which explains how this works.

Reading this policy

Please read this policy carefully and make sure that it meets your needs. If you require clarification, you should contact your insurance adviser who arranged this policy. If you wish to increase or add elements of cover to this policy, you should also contact your insurance adviser.

Please keep this policy in a safe place – you may need to refer to it if you have to make a claim.

Defined terms

Certain terms, including ‘you’ and ‘we’, have special meanings in this document. You can find them listed in Definitions. You can also find a list at the start of each section, showing the defined terms in that section.

Accessibility

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

Telephone call charges and recording

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

Alerting you to important information

Action alerts: these yellow boxes draw your attention to important actions you need to take, either to maintain your cover or in the event of a claim.

Attention alerts: these cashmere boxes draw your attention to terms which limit your cover.

Personal information

If you have questions or concerns regarding the way in which your personal information has been used, please contact:

- **DATAPRT@aviva.com** for all sections other than **Your legal solutions** and **Your home breakdown and emergency solutions**; and
- **dataprotection@arag.co.uk** for **Your legal solutions** and **Your home breakdown and emergency solutions;**
- **compliance@hsbeil.com** for **Your cyber**.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice in the Important Information document provided by us.

For the privacy notice in relation to **Your legal solutions** and **Your home breakdown and emergency solutions**, go to **https://www.arag.co.uk/data-legal/privacy-notice/**

For more details on your rights and how HSB Engineering Insurance Limited collect, use and disclose your personal information in relation to **Your cyber** cover go to 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

The right to cancel

Your right to cancel

During the cooling-off period

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

If you wish to cancel and your cover hasn't started you will be entitled to a full refund of the premium paid.

If you cancel after your cover has started we'll refund the full premium paid less a proportionate deduction for the time we've provided cover. You will not receive a refund of the premium if we have paid a claim during the cooling-off period.

If you don't exercise your right to cancel, your policy will continue, and you will be required to pay the premium.

After the cooling-off period

In addition to your statutory rights you can cancel the policy at any time by contacting your insurance adviser at the address shown on your schedule.

There may be a charge for doing this, please see '**Will I get a premium refund?**'.

If this policy is cancelled or not renewed by either you or us, you should cancel any Direct Debit arrangements.

Our right to cancel

We may cancel your policy if we have a valid reason, for example if:

- you don't pay your premium when it's due (including non-payment of instalments). If you don't pay the first premium your policy will not be valid. If you miss a payment after that we'll write to you giving a further date to pay. We will give you at least 14 days' notice in writing if we intend to cancel due to non-payment of instalments. If we don't receive payment by then we will cancel the policy from the date shown on the letter;
- we reasonably suspect fraud;
- you don't co-operate with us or give us information or documentation we ask for, and this affects our ability to process a claim or defend our interests;
- you have not given complete and accurate answers to the questions we ask.

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.

Where we cancel, we'll always give you at least 14 days' notice by contacting your insurance adviser and explaining the reason why. The exception is where we have evidence that you have acted fraudulently or deliberately given us incorrect or incomplete information then we may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when you first bought your policy.

Will I get a premium refund?

If your policy is cancelled before the cover starts we'll refund the premium you've paid for the cancelled cover.

If your policy or an additional cover is cancelled after cover has started we'll refund you for any days left which you've already paid for.

You will not receive a refund of the premium if we have paid a claim during the period of insurance.

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

Information about us

This policy comprises of different sections.

- Cover under **Your buildings, Your contents, Your valuables, Your liability, Your property emergencies** and **Your personal emergencies**, will be provided, as set out in your schedule by **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.
- Cover under **Your legal solutions** and **Your home breakdown and emergency solutions** is provided by **ARAG Legal Expenses Insurance Company Limited**. **ARAG plc** (or appointed agents on its behalf) is authorised to administer **Your legal solutions** and **Your home breakdown and emergency solutions** on behalf of ARAG Legal Expenses Insurance Company Limited.
  - **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.
  - **ARAG plc** is authorised and regulated by the Financial Conduct Authority (Firm Reference No.452369). Registered office is Unit 4a, Greenway Court, Bedwas, Caerphilly, Wales, CF83 8DW. Registered in England and Wales No. 02585818.
- Cover under **Your cyber** is provided by **HSB Engineering Insurance Limited**. HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. HSB Engineering Insurance Limited's registered address is HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT. Registered in England and Wales, number 02396114.

You can check this information on the Financial Conduct Authority's website at **www.fca.org.uk**

Insurance guarantee schemes

Where Aviva Insurance Limited, ARAG Legal Expenses Insurance Company Limited and/or HSB Engineering Insurance Limited is your insurer

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

Further information about the scheme is available from the FSCS website at **www.fscs.org.uk**

Other legal matters

Third party rights

No third party will be able to enforce any rights under this policy.

Choice of Law

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

- 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
- you have specifically agreed with us otherwise.

Language

The parties agree that the language of this policy and all communications relating to it will be in English.

Currency

All monetary amounts stated in this policy are expressed in Pounds Sterling.

Sanctions and export controls

We shall not provide any benefit under this contract of insurance:

- to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any United Kingdom, European Union, United States of America or United Nations sanction, prohibition or restriction imposed by law or regulation; or
- which relates to the supply or movement from one country to any embargoed territory listed by the United Kingdom, European Union, United States of America or United Nations of controlled goods, military goods or dual use goods, including rifles, shotguns and antique fire arms.

Information you have given us

Take care to give us the right information

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

Please tell us if anything on your schedule or 'Statement of Fact' document is incorrect or changes. You also need to tell us if you make any of the changes set out in the section **Changes we need to know about**.

When you tell us about a change we will tell you if this affects your policy, for example if we can no longer offer cover or if we need to change the premium.

What if you give incorrect information?

If you don't give us full and correct information or tell us about the above changes we may:

- refuse to pay all or part of a claim or cancel your cover
- change the excess or cover
- allow your cover to continue but may need to change the premium;

Each renewal invitation is offered using the information we have at the time it was issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if we are notified after your renewal date.

If you were deliberate or reckless

If we establish that you deliberately or recklessly provided us with untrue or misleading information we will have the right to:

- treat this policy as if it never existed; and
- decline all claims; and
- keep the premium.

Fraud

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device:

1 we will not be liable to pay the claim; and

2 we may recover from you any sums paid by us to you in respect of the claim; and

3 we may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under 3:

- we shall not be liable to you in respect of a relevant event which happens after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- we need not return any of the premium paid.

You must tell us as soon as practicably possible of any change in the information you have provided to us which happens before or during any period of insurance.

What to tell us about

Examples of changes you must tell us about include the following:

If your home is, or is likely to be, unoccupied

Tell us if your home has been unoccupied for more than 60 consecutive days.

If the home has been unoccupied for more than 60 days and you did not notify us, an excess equal to 5% of the building amount insured (or if buildings are not covered an excess equal to 5% of the total contents amount insured) will apply to all covered losses unless a higher excess already applies as shown in the schedule.

If there is a change of use or occupancy at your residence

Tell us if there is, or is likely to be, a change of use or change in occupancy at your residence, such as the letting of a building (either partially or fully), or allowing a non-charitable revenue generating event to take place at your residence.

Bankruptcy, CCJs and IVAs

Tell us if you or any person(s) living with you have ever been made bankrupt, been subject to bankruptcy proceedings, entered into an Individual Voluntary Agreement (IVA) or received a County Court Judgement (CCJ).

Building work

Tell us about any building work that is intended to take place at a residence covered by this policy, which is estimated to cost more than £100,000. In these circumstances, you must notify us of the works at least 30 days before they commence, or before entering into any contract in relation to the building work, whichever is earlier.

Changes to security or fire protection arrangements

Tell us if any changes are made to the security or fire protection arrangements relating to your residence.

Criminal offences

Tell us if you are charged with, or convicted of, any criminal offence (other than motoring offences or spent convictions).

Deterioration of your buildings

Tell us if the physical state of your buildings deteriorates in any way, including where there is evidence of subsidence or water leaks.

How a change may affect your policy

When we are notified of a change, we will tell you if this affects your policy.

For example, we may:

- cancel this policy in accordance with the provisions in 'The right to cancel' section of this wording; or
- amend the terms of this policy so that the amended terms are effective from the time of the change; and/or
- require you to pay more for this policy from the time of the change.

If you do not tell us about a change, it may affect any claim you make or could result in your insurance being invalid.

If you are in doubt about whether you need to tell us about a change you should contact the insurance adviser who arranged this policy.

Complaints

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.

Your buildings, Your contents, Your valuables, Your liability, Your property emergencies and **Your personal emergencies**

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

Your legal solutions, and **Your home breakdown and emergency solutions**

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. For our mutual protection and training purposes, calls may be recorded.

Your cyber

If you want to make a complaint in relation to Your cyber cover, you should contact:

The Customer Experience Manager
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 can refer your complaint to the relevant ombudsman service:

Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Email: **complaint.info@financial-ombudsman.org.uk**

Telephone from within the United Kingdom: 0800 023 4567 or, from outside the United Kingdom:
Telephone: +44 (0) 207 964 0500
Fax: +44 (0) 207 964 1001

For Call Back Service, text 0786 002 7586.

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.

How to claim

If you need to make a claim, you'll have our full support at every step. We're open 24/7.

There are important conditions set out within this section. If you do not comply with them it may mean that your claim is reduced or not paid.

Defined terms used in this section

amount insured
close relation
contents
damage
injury
legal claim
loss
market value
medical practitioner
occurrence
policy
United Kingdom
we/us/our
you/your

See Definitions.

Contacting us

You can call us at any time.

Concierge Desk

Our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

From within the United Kingdom:
0800 559 3951

From outside the United Kingdom:
+44 (0) 121 368 3170

Or email us at:
conciergehome@aviva.com

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.

If a crime has been committed:

- call the police; and
- get a crime number; and
- give us the crime number.

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

Submitting your claim

You must tell us as soon as practicably possible of any incident or circumstance which may lead to a claim under this policy.

You will need to provide us with a detailed account of what has happened including details of any loss or damage or if you are being held liable for injury or damage to a third party person or property.

It will help if you make detailed notes at the time, and take photographs of any damage.

For a claim under Your cyber, it is very important that you meet all of the requirements of the policy, particularly Conditions: 'Reporting a Claim'. If you do not, we may not pay part or all of your claim.

Supporting the claims process

You can support your claim in a number of ways, depending on the situation.

You must make any damaged property available to us for inspection as often as we need.

You must co-operate with us in your defence by:

- helping us to make settlements; and
- attending hearings and trials.

Where we request it, you must enforce any right of contribution or reimbursement against any person or organisation who may be liable.

If there is damage or injury

As well as helping you with your claim, we are also there to help you deal with the aftermath, whether this is damage to property, or injuries to you or injuries to others.

For immediate help, our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

Telephone from within the United Kingdom:
0800 559 3951

Telephone from outside the United Kingdom:
+44 (0) 121 368 3170

Or email us at
conciergehome@aviva.com

Damage to property

The cover described in **Your property emergencies** is designed to help you to deal with damaged property in an emergency.

You must:

- co-operate with us fully and provide all information that we require including the value of any items that have been damaged;
- take all practical steps to protect property after an occurrence, including urgent repairs that are needed to prevent further damage. You must arrange for these to be done as soon as possible. Keep all bills related to this work, since they may be included in your claim; and
- allow us to inspect any damage before repair work starts, unless you need to undertake urgent repairs.

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

Injuries to you

If you have suffered illness or injury, you must:

- see a medical practitioner as soon as possible;
- follow all medical advice;
- co-operate with us fully and provide all information that we require; and
- send us any records and documents that we require, including notes from your medical practitioner in relation to your claim

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

Injury to others or damage to their property

You may be held responsible for injury or damage to someone else.

After any incident or occurrence which may lead to a claim, you must:

- not admit liability;
- not offer to pay for any damage;
- co-operate with us fully and provide all information that we require;
- obtain and provide to us names and addresses of any injured parties and witnesses (if any were present);
- as soon as is practicably possible, send us every item of correspondence and legal documents you have, as well as details of any conversations relating to your claim; and
- not appoint legal representation without our written permission.

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

Relevant documents

Relevant documents we may need to see under any of the above include:

- Estimates
- Invoices
- Receipts
- Notes from your medical practitioner
- Letters
- Legal documents

Conditions relating to claims

The conditions listed below apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

Claims management

Acting in your name, we may take over the defence or settlement of any claim at our expense.

Your property

Your property shall remain yours at all times. We will not take ownership of, accept liability for, sell or dispose of any of your property unless:

- where we have paid a claim for an item which cannot be repaired, you may be required to surrender the damaged item to us;
- you surrender your property as set out under the Pairs and sets condition; or
- your property is recovered as set out under the Recovered property condition.

Ivory

Where loss or damage occurs to an item containing ivory, you will need to provide evidence that the item which is subject to the loss or damage is either exempt from The Ivory Act 2018 or provide us with a copy of the exemption certificate before we can consider the claim.

Pairs and Sets - Contents and Valuables

Where loss occurs to a pair or set or a part of a larger unit, that are covered under contents or valuables, we will decide at our option to either:

- replace the pair or set or larger unit (on the condition that you agree to surrender to us the undamaged item(s) of the pair or set, or larger unit); or
- restore the pair or set or larger unit to their condition before the loss occurred and, if a valuable, we will pay the difference between their market value immediately before and after the loss occurred.

We will not pay more than the amount insured for each occurrence or, where the pair or set or larger unit is an unspecified valuable, we will not pay more than the single item limit for unspecified valuables.

Pairs and sets - Buildings

Where loss occurs under buildings, 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.

However, we will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

Recovered property

If you recover any of your contents or valuables after we have paid your claim, you must notify us as soon as possible. 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.

If we recover any of your contents or valuables after we have paid your claim, we will notify you and you may buy the item(s) back from us at the same value paid under your claim.

Reward

At our discretion, and only as allowed by any applicable law, we will pay a reward of up to £10,000 for information leading to a criminal conviction of anyone who committed an illegal act which resulted in a payment under this policy.

We will not pay any rewards to you, a close relation, or the police or other authority.

Rights of recovery

Where we pay a claim under this policy and you have the right to recover from a third party, we may commence legal proceedings in your name to recover, for ourselves, sums up to the amount of the claim paid under this policy.

You must:

- provide us with all the help we need to recover such sums; and
- do nothing to prejudice any rights that may exist for your benefit against a third party.

Definitions

We have set out below the defined terms used in this policy. They will have the same meaning wherever they are used in this policy unless specifically stated otherwise.

In this section, all the defined terms are printed in bold, However, everywhere else in this policy, we have printed them in the regular font to make the policy easier to read.

Accident means a sudden, unexpected, unforeseen incident which occurs at an identifiable time and place and during the period of insurance.

Amount insured means the most we will pay (as stated in the schedule) unless this policy wording states that a different amount may be paid.

Appointed advisor means:

- 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.

Bank **cards** means credit, charge or debit cards.

Buildings means your home and other permanent structures owned by you.

Buildings includes utility pipes, cables, domestic underground and over-ground tanks supplying or serving the buildings and within the grounds of the residence. Buildings does not include horse riding tracks or gallops.

Chauffeur means a person paid by you to drive your motor vehicle(s).

Close relation means your spouse, partner, legal guardian, father, mother, child (including adopted child, step child, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

Contents means household goods, personal property, pedal cycles and electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use, all of which are owned by you or in your possession. Contents do not include jewellery or any other items more specifically insured.

Contractor means the contractor or tradesperson chosen by us to respond to a sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to your residence;
- render your residence safe or secure;
- restore the main services to your residence; or
- alleviate any health risk to you,

under **Your home breakdown and emergency solutions**.

Damage means actual physical damage to, or destruction of, or the loss of use of tangible property.

Dangerous activities means the following activities in which participation is known to carry an increased risk of injury:

- scuba diving to depths of more than 30 metres;
- hang-gliding or para-gliding;
- parachuting, unless tandem parachuting;
- parascending other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing or caving;
- racing of any kind other than on foot or swimming;
- more than 3 bungee jumps in any one 28-day period;
- micro-lighting;
- off-piste skiing unless with a qualified guide; or
- participation in the Cresta Run.

Defective Title means the person who owns the artwork might not be the legal owner. It can happen if the artwork was stolen, copied, wrongly described, or sold by someone without proper permission. If the title is defective, the person who has the artwork might have to give it back and may not be allowed to keep it, sell it, or show it.

Domestic duties means duties relating to your residence, your home office business, incidental farming, your personal care or acting as your chauffeur.

Domestic employees means any person working for you solely in respect of domestic duties and who is:

- employed by you under an employment contract in the United Kingdom; or
- self-employed and working on a labour only basis under your control or supervision in the United Kingdom.

Emergency costs means:

- a contractor's labour costs, parts and materials; or
- alternative accommodation costs incurred under **Your home breakdown and emergency solutions - Alternative accommodation costs.**

Endorsement means a change in the terms and conditions of this policy that can extend or restrict cover.

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

Fine art and **Collectibles** means individual items, private collections and sets that:

- have artistic or historical value;
- are rare or unique; or
- are novel and of personal interest,

all of which are owned by you or for which you are legally responsible.

Fine art means:

- paintings, drawings, prints, photographs and etchings;
- antique and designer furniture;
- tapestries and rugs;
- statues, sculptures, ornaments, porcelain and glass; and
- any other item stated as an item of fine art in the schedule.

Collectibles means:

- books and manuscripts;
- clocks and barometers;
- gold/silver and gold/silver plated items;
- furs and guns;
- stamps, coins, medal collections, other collectibles and memorabilia;
- wine and spirits; and
- any other item stated as a collectible in the schedule.

Floating limit means the total amount of jewellery that you may remove from a safe, bank vault or safety deposit box at any one time.

Green generation system means a solar, wind or geothermal electrical power-generating system, which solely or principally serves your residence.

Home means the main dwelling, other liveable dwellings and attached buildings at the residence listed in the schedule and owned by you.

Home office business means office clerical and administrative work, which is carried out in your residence by you or your employees, provided that you do not employ more than 5 people for such work.

Home office business equipment means office furniture, equipment, computers, office supplies and stationery, used to conduct your home office business.

Home office business stock means supplies, goods or merchandise kept at your buildings and which are connected solely to your home office business.

Incidental farming means farming and stabling of horses, carried out by you at your residence.

To qualify as incidental farming:

- your domestic employees must not work more than 1,000 hours in total in any 12-month period;
- and no more than £10,000 in gross annual revenues can be produced in any 12-month period.

Incidental motor vehicles means motor vehicles, which are located at a residence in the United Kingdom, whilst not being driven on public roads but which are:

- used at your residence for the purposes of domestic duties; or
- designed to assist the disabled; or
- designed for recreational use off public roads (including quad bikes and golf buggies),

provided that they are not required by law to be licensed, registered or covered by motor liability insurance.

Injury means identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

Jewellery means items worn, or intended to be worn, made of or containing gemstones, silver, gold, platinum or other precious metals, all of which are owned by you or for which you are legally responsible. This also includes watches and set or unset gemstones.

Legal claim under Your liability means:

- a written demand for monetary or non-monetary relief;
- any proceeding in a court of law or equity, or arbitration; or
- any regulatory or administrative proceeding.

Legal costs means:

- legal costs and disbursements reasonably incurred by the appointed adviser 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, the other side's costs, fees and disbursements where you have been ordered to pay them or you pay them with our agreement;
- accountancy fees reasonably incurred under **Your legal solutions - Tax** by the appointed adviser and agreed by us in advance; and
- your basic wages or salary under **Your legal solutions - Loss of earnings**.

Let property means the residential property which you own and is located in the United Kingdom and which you let or intend to let under a tenancy agreement.

Loss means:

- under **Your buildings, Your contents, Your valuables** and **Your property emergencies**, loss or damage; and
- under **Your liability**:
  - damage; or
  - personal injury, which means:
    - injury, and resulting sickness disease and death;
    - false arrest; false imprisonment or unlawful detention;
    - shock, mental injury or anguish;
    - invasion of the right of privacy;
    - libel, slander or defamation of character;
    - malicious prosecution or humiliation; or
    - unlawful entry or eviction.

Loss of hearing means the total and permanent loss of hearing in one or both ears.

Loss of limb means:

- loss of a leg or foot means either that it has been severed at or above the ankle, or that you have permanently lost the use of an entire leg or foot.
- loss of an arm or hand means either that it has been severed at or above the wrist, or that you have permanently lost the use of an entire arm or hand.

Loss of sight means:

- permanent and total loss of sight in both eyes is evidenced by your name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- permanent and total loss of sight in one eye means that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Loss of speech means the total and permanent loss of the ability to speak audibly and intelligibly.

Market value means the amount taking the average value determined by two independent valuers one selected by you and one by us.

Main residence means your main place of residence in the United Kingdom.

Medical expenses means expenses incurred for medical and/or dental treatment administered or prescribed by a medical practitioner, professional nursing services, physiotherapy, hospital and nursing home charges and ambulance charges.

They do not include:

- costs incurred more than 12 months after the occurrence of an emergency event in respect of **Your personal emergencies – Emergency events**.

Medical practitioner means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise but does not include you or a member of your family.

Money means bank notes and coins (that are not part of a collection), cheques, bank drafts, travel tickets, traveller's cheques or savings certificates.

Occurrence means:

- under **Your buildings, Your contents and Your valuables**, all loss arising out of one event where the event first occurs during the period of insurance; and
- under **Your liability**, any one event or series of events which is sudden and accidental arising out of one original cause of loss which first occurs during the period of insurance.

Other permanent structures means any outdoor structures, owned by you, within the grounds of your residence but not attached to your home.

Outdoor items means items designed to be left outside, including garden furniture, statues, ornaments, barbecues, marquees and portable gazebos, and children's play equipment.

Period of insurance means the period that this policy is in force as stated in the schedule.

Personal digital data means music, videos and photographs stored on your personal computer, tablet or phone.

Pets means domestic pets.

Policy means this policy wording and the schedule and any endorsements.

Pollution means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, for example, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

Rebuild cost means the amount, as at the time of the occurrence, which is required to restore, repair, replace or rebuild a building, whichever is less, using the same design, quality of materials and workmanship which existed immediately before the occurrence.

It does not include the costs of excavation, replacement or stabilisation of land.

Residence means any of the following which are listed on the schedule:

- any buildings and grounds in any one location owned by you; or
- any other property you own or reside in.

Schedule means the document entitled 'Your Policy Schedule' that relates to and forms part of this policy.

Settlement means the downward movement of the ground as a result of the soil being compressed by the weight of the buildings within 10 years of construction.

Subsidence means the downward movement of the ground beneath the home where the movement is unconnected with the weight of the home.

It includes:

- heave – the upward movement of the ground beneath the home as a result of the soil expanding; and
- landslip – the downward movement of sloping ground.

Temporary residence means:

- a private residence occupied by you; or
- the bedroom(s) or suite(s) occupied by you at a hotel, resort or on-board a watercraft.

Tenancy agreement means an agreement you enter into to let your property to a tenant under

- an assured shorthold tenancy;
- a shorthold tenancy; or
- 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 or the Private Tenancies (Northern Ireland) Order 2006; or to a limited company or business partnership for residential purposes by its employees.

Tenants' improvements means additions, alterations or installations that you paid for, or are responsible for, at your residence.

Terrorism means 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.

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

Unoccupied means your home has not been permanently lived in, or is unlikely to be lived in, by you or by a person authorised by you for more than 60 consecutive days.

Valuables means items of:

- fine art and collectibles; and
- jewellery.

Visitors means:

- domestic employees who work for you, but do not live at your residence; and
- individuals you have invited to your residence or temporary residence, not including those persons who pay rent to live in your residence.

Watercraft means a boat or other vessel that travels on water (including its furnishings, equipment and outboard motors).

We/us/our means:

- under all sections other than **Your legal solutions, Your home breakdown and emergency solutions** and **Your cyber**: **Aviva Insurance Limited**
- under **Your legal solutions** and **Your home breakdown and emergency solutions**:
  - 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.
- Under **Your legal solutions** and **Your home breakdown and emergency solutions** 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
- under **Your cyber, HSB Engineering Insurance Limited**

You/your means the person, persons or legal entity named as the policyholder in the schedule and all members of your family (including adopted children, stepchildren and foster children), spouses, fiancés, co-habitees or partners who live:

- permanently in your main United Kingdom residence; or
- temporarily away from your residence while at school, college or university.

It also includes domestic employees who live permanently in your residence unless we state otherwise in this policy.

You/your does not include those persons who pay rent to live in your residence.

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.

Defined terms used in this section

accident
contents
damage
domestic employees
injury
legal claim
loss
occurrence
period of insurance
policy
pollution
residence
unoccupied
we/us/our
you/your

See Definitions.

Communicable disease

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.

This exclusion does not apply to the cover provided under **Your home breakdown and emergency solutions**.

Confiscation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from the destruction, confiscation or seizure of your property under the order of any government or public or local authority.

Cyber

We do not cover 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 **Your cyber**

Deliberate dishonesty, Illegal acts or misuse of funds or property

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, other than where a criminal act is to be defended under Your legal solutions;
- 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 purposes of this exclusion, the definition of 'you' does not include domestic employees unless the domestic employee is directed by you.

Erosion

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from coastal or river bank erosion.

Faulty, inadequate or defective planning

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

- planning (including design, property development, planning permission, setting specifications, siting and surveying);
- compaction, construction, design, grading, re-modelling, renovation, repair, specifications and workmanship;
- materials used in repair, construction, renovation or re-modelling; or
- maintenance of part or all of any property whether on or off the residence.

This exclusion does not apply to any resulting or subsequent loss unless another exclusion applies.

Fees

We do not cover any fees incurred in preparing or furthering any claim under this policy.

Filming

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from any planned filming, television and photo shoots taking place at the residence unless agreed by us in advance.

Forgeries

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses in relation to items insured by us which are subsequently identified as being fakes or forgeries and have to be destroyed or relinquished by you.

Frost

We do not cover any loss caused by or arising from frost.

Insects, vermin or rodents

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or resulting from the actions of insects, vermin or rodents (other than squirrels).

This exclusion does not apply to:

- the cover provided under **Your property emergencies - Nest removal**;
- the cover provided under **Your home breakdown and emergency solutions - Vermin Infestation**; or
- any resulting or subsequent loss unless another exclusion applies.

Ivory

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.

Maintenance, renovations and repairs

We do not cover:

- the costs of maintenance or redecoration;
- loss or damage to your buildings caused by the process of professional cleaning; or
- loss or damage to your buildings caused by alteration, repair, renovation, restoration, construction or decoration, unless:
  - such building works cost less than £100,000; or
  - you have notified us in accordance with **Changes we need to know about** section of this wording.

Nuclear hazard, radioactive, chemical or biological contamination

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.

Pollution

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.

Prior accidents, losses or occurrences

We do not cover any accident, loss, injury or occurrence which occurs or commences prior to the start of the period of insurance.

Terrorism

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

a) the use or threat of force and/or violence; and/or b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

Unsuitable transportation and packing

We do not cover any loss to any item during transit which is not suitably packed and secured relative to its value and materials used in its construction and the method of transportation.

Unoccupied Homes - Escape of Water

We do not cover any loss, damage, or expense caused by or arising out of escape of water from:

- any fixed domestic water or heating installation;
- any fixed water tanks; or
- any water apparatus or pipes

while your home has been unoccupied for a period of more than 60 consecutive days

This exclusion does not apply if:

- you keep your home and any other permanent structure which contain fixed domestic water or heating installations, fixed water tanks or water apparatus or pipes heated to a temperature of at least 15 degrees Celsius; or
- you shut off and drain the fixed domestic water or heating installations, fixed water tanks, water apparatus and pipes;
- you or a person nominated by you inspect the buildings at least once a week; and
- you have notified us in accordance with **Changes we need to know about** section of this wording

Unoccupied Homes - Theft

We do not cover any loss, damage, or expense caused by or arising out theft or attempted to jewellery, watches, furs, gold or silver articles (including plate) from the home while your home has been unoccupied for a period of more than 60 consecutive days.

War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of 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. This exclusion does not apply to the cover provided under **Your cyber**.

Wear and tear and breakdown

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

- wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or loss which happens gradually over a period of time;
- inherent flaw, latent defect, mechanical or electrical breakdown;
- warping or shrinkage, rust, bacteria or other corrosion, wet or dry rot;
- exposure to climatic temperatures; or
- extremes of temperature, dampness or dryness of atmosphere, or water vapour (loss arising directly from rain, sleet, snow or hail is not excluded).

This exclusion does not apply to any resulting or subsequent loss unless another exclusion applies.

General conditions

These conditions apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

Defined terms used in this section

amount insured
buildings
contents
damage
excess
injury
legal claim
loss
money
occurrence
policy
schedule
we/us/our
you/your

See Definitions.

Amount insured

We will not pay more than the relevant amount insured or limit unless otherwise expressly stated in this policy. Where more than one of you is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.

Currency

Any amount of money referred to in this policy will be converted to the currency used in the schedule at the exchange rate that applies at the date of the claim.

Duplicate cover

If you are covered under one section for your loss, we will not pay for that loss under a different section.

Excess

You are responsible for the first part of a loss and your excess is shown on your schedule.

No excess applies to any covered loss for food and drink.

Improving your cover

We may improve your existing cover provided under your policy. If we do so, we will automatically apply the improved cover to this policy without charging an additional premium. We will define a date for the improved cover to take effect.

Other insurance

If any loss, damage, injury, liability, legal claim, cost or expense is covered by this policy and by any other insurance policy under which you are insured, we will only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

Protection from inflation

We will adjust the amount insured for buildings and contents each month to account for the current effect of inflation based upon a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted amount insured.

Taking care

You must take practical steps to prevent and mitigate all loss, damage, injury, liability, legal claims, cost and/or expenses covered by this policy. You must also take practical steps to protect your property.

You must keep and maintain your property in a good condition and state of repair.

If you do not comply with these provisions, we may refuse to pay or reduce any payment we make for a claim, unless you show that your failure to comply could not have increased the risk of the claim which actually occurred in the circumstances in which it occurred.

Temporary letting of your residence

We will pay up to the amount insured on your schedule for a covered loss whilst a residence listed on your schedule is being temporarily let for no more than 30 days in total per period of insurance.

While the residence is let we do not cover any loss or damage caused directly or indirectly by:

- Accidental damage; (accidental damage is damage that occurs suddenly as a result of an unexpected and non-deliberate action).
- Theft or attempted theft, unless there is physical evidence of forced entry or exit from the home resulting from such theft or attempted theft.
- commercial activity while let, including but not limited to, filming or any other business activity.

Transferring the policy

No person covered under this policy may transfer or assign their interest in this policy to anyone else without our prior written agreement.

Your buildings

We cover your buildings against all risks of loss and damage.

Defined terms used in this section

amount insured
buildings
close relation
damage
excess
green generation system
home
loss
occurrence
other permanent structures
period of insurance
policy
rebuild cost
residence
schedule
settlement
subsidence
United Kingdom
we/us/our
you/your

See Definitions.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

Cover for a residence under this section, including the additional covers, is only provided where an amount insured is stated in the schedule.

The amount insured

The amount insured for buildings at each residence covered by this section is stated in your schedule. The amount insured applies to each occurrence and is subject to the excess stated in your schedule.

What we will pay

We will pay the rebuild cost of your buildings up to the amount insured shown on your schedule.

In addition to this, we will pay up to 125% of the amount stated on the schedule if, within the last 5 years of the date of any claim, you have had a rebuilding cost valuation carried out by a professional valuer or surveyor. The amount insured must have been index linked continuously since the date of the valuation and adjusted to reflect any subsequent alterations or extension to the buildings. Evidence of the valuation will be required at the time of the claim and must be dated prior to the date of the loss.

The most we will pay for any loss or damage to buildings if the property is listed as Grade 1 or Grade 2* in England and Wales, Grade A or B in Scotland or Grade A or B+ in Northern Ireland is the amount shown on the schedule, regardless if the property has been surveyed in the last 5 years.

Where loss occurs to a building, we will also pay for excavating, replacing or stabilising the land under or around it which is required for its rebuilding or repair. For each occurrence, we will pay up to 20% of the covered loss in respect of the building which suffered the loss.

Your buildings: Additional covers

These additional covers:

- apply automatically to residences at which your buildings are covered by this section;
- are provided in addition to the amount insured for Your buildings, unless we state otherwise; and
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

Construction materials

We will provide cover against loss to any materials you own and which will be used in connection with construction works at your residence, as long as they are within the boundaries of your residence.

We will pay up to £25,000 for each occurrence.

You must tell us about any building work that is intended to take place at a residence covered by this policy, which is estimated to cost more than £100,000. Please see the section **Changes we need to know about** for full details.

Garden and landscaping - damage

We will pay for loss to your garden and landscaping arising from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, we will pay up to 10% of the amount insured for the buildings at the residence:

- to restore trees, shrubs, plants and lawns and the repair of fences and gates, within the grounds of the residence; and
- to remove rubbish or other waste material which has been left at your residence by trespassers.

We will not pay more than £1,000 for any one tree, shrub or plant.

Garden and landscaping - fallen trees

We will cover the costs of removing any trees at your residence which have fallen during a storm. We will only provide this cover if the fallen tree has caused damage to your building or other property not owned by you, or is obstructing access to your's or anyone else's property.

We will pay up to £1,000 in total for all claims in the period of insurance.

Green generation system - damage

If loss has occurred to a green generation system (which we have agreed to pay under this section) we will pay for:

- the cost of buying additional electrical power from a power utility company which is incurred as a direct result of the loss; and
- the decrease of your usual income from selling excess power to a power utility company, which is a direct result of the loss. We will base any decrease of income calculations on income generated over the 12 months immediately before the occurrence.

We will pay up to £10,000 in total for all occurrences in the period of insurance. You will not be liable for any excess.

We will only provide cover if you begin to repair or replace your green generation system within 30 days of the occurrence.

Green generation system - installation

We will pay towards the cost of installing a green generation system to the damaged part of a building to which loss exceeding £10,000 has occurred (and which we have agreed to pay under this section).

We will pay up to 10% of the amount we have agreed to pay in respect of loss which has occurred to the building. This is subject to a maximum of £5,000 in total for all claims in the period of insurance. You will not be liable for any excess.

If you already had a green generation system in your building before the occurrence, we will not provide this additional cover.

Locating leaks

We will cover the costs of finding:

- a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your residence which directly results from efforts to find the leak.

We will pay up to £100,000 to locate a leak inside a building or up to £50,000 to locate a leak outside your building but within the grounds of the residence where the leak occurs.

We will only provide cover if the water, gas or oil leak was first discovered during the period of insurance.

Rent owed to you

If a building (or part of it) is uninhabitable as a result of a loss we have agreed to pay under this section, we will pay up to £200,000 for 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 up to £200,000 for your irrecoverable rent for the time it takes to make the building (or the affected part) habitable again, subject to a maximum period of 3 years from the date of loss or damage.

We will only provide cover if the building (or the affected part) was rented out at the time of the occurrence.

We will not provide cover for any loss of rent due to termination or expiry of a lease or rent agreement not arising directly as a result of the occurrence.

Residences – buying

We will cover the buildings of any new residence in the United Kingdom against damage caused by fire, up to the highest amount insured for any residence currently listed in your schedule.

This cover starts when you exchange contracts and ends either when your insurance for the new residence starts, or when you complete the purchase (whichever is earlier). In any case, we will not provide cover for longer than 60 days.

The other additional covers listed in this section will not apply to the new residence.

We will only provide additional cover if:

- the new residence is not covered by the vendor;
- the new residence is in a good state of repair;
- the contract for the new residence is exchanged within the period of the insurance; and
- you continue to renew this policy with us. If you do not renew this policy with us, this cover will end at the expiry date of this policy.

Residences – selling

We will cover a purchaser of your residence in the United Kingdom for their loss in relation to the buildings at that residence. We will provide cover from the exchange of contracts until completion of the sale.

We will only provide cover if:

- the residence is not insured by the purchaser;
- the contract for the sale of the residence is exchanged within the period of insurance; and
- you continue to renew this policy with us. If you do not renew this policy with us, this cover will end at the expiry date of this policy.

Water damage – detection and prevention

We will pay towards the costs of installing:

- a water leak detection system in a residence at which we have paid a claim under **Your buildings**, which arises directly from a water leak and exceeds £10,000. We will pay up to £2,500 in total for all claims in the period of insurance for water leak detection systems;
- a flood prevention system in a residence at which we have paid a claim under **Your buildings**, which arises directly from a flood and exceeds £25,000. We will pay up to £10,000 in total for all claims in the period of insurance for flood prevention systems.

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

If you already had a water leak detection system installed in the affected building or a flood prevention system at the affected residence before the occurrence, we will not provide this additional cover.

The exclusions listed below apply to the whole of the Your buildings section, unless we state otherwise.

Settlement

We do not cover any loss or damage caused by settlement within the first 10 years after construction.

Structural movement

We do not cover any loss or damage caused by the movement of your buildings, unless it is caused by subsidence.

Subsidence

We do not cover any loss or damage to:

- any boundary wall, bridge, dock, domestic fixed tank, driveway, fence, footpath, garden wall, gate, jetty, land, patio, pavement, pier, retaining wall, sea wall, swimming pool, tennis court, terrace or wharf, caused by subsidence, unless the home or other liveable dwelling at the residence is physically damaged at the same time; or
- solid floor slabs, unless the foundations underneath the external walls of your home or other liveable dwellings at the residence are damaged at the same time and by the same cause.

Your contents

We cover your contents against all risks of loss or damage, while at your residence listed on the schedule or while temporarily removed for up to 60 consecutive days anywhere else in the world, unless an exclusion applies.

Defined terms used in this section

amount insured
buildings
contents
damage
domestic employees
excess
home office equipment
home office business stock
incidental farming
incidental motor vehicles
jewellery
loss
money
occurrence
Outdoor Items
period of insurance
personal digital data
policy
residence
schedule
tenants' improvements
valuables
visitors
watercraft
we/us/our
you/your

See Definitions.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

The amount insured

The amount insured for your contents at each of your residences is stated in your schedule. The amount insured applies to each occurrence and is subject to the excess stated in your schedule.

What we will pay

For a covered loss to your contents 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.

You must maintain the amount insured for your contents at each particular residence covered by this section.

We will not pay more than the amount insured shown on your schedule.

Specified limits

For the categories of contents in the table below, there is a maximum limit we will pay for each occurrence. This does not increase the amount insured for contents, either here or elsewhere in this policy.

Type of contents	Maximum for each occurrence
Money, gold, silver or platinum bullion or ingots, documents and title deeds	£5,000
Home office business stock	£10,000
Home office equipment	£10,000
Watercraft	£10,000
Non-motorised trailers	£10,000
Incidental motor vehicles	£15,000
Personal digital data	£5,000
Wine and spirits	£15,000
Contents you own which are kept at a residence or storage location not listed on your schedule	Up to 10% of the highest amount insured of Your contents at a residence listed on your schedule

Your contents: Additional covers

These additional covers:

- apply automatically to residences at which Your contents are covered by this section;
- are provided in addition to the amount insured for Your contents, unless we state otherwise; and
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

Locating leaks

We will cover the costs of finding:

- a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your tenants' improvements which directly results from efforts to find the leak.

We will pay up to £100,000 to locate a leak inside a building or up to £50,000 to locate a leak outside your building but within the grounds of the residence where the leak occurs.

We will only provide cover if:

- the water, gas or oil leak was first discovered during the period of insurance; and
- the leak occurs at a residence where your contents are covered by this policy.

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

We will pay 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 residence listed in your schedule. We also pay for the cost of clearing up contamination or pollution of land and/or water at your residence caused by any sudden, unforeseen and identifiable oil leakage from any fixed domestic oil installation at your home. The most we will pay is £100,000 per occurrence.

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 period of insurance; and
- the loss occurs at a residence where your contents are covered by this policy.

New items

We will cover loss to any items that you buy, are given or inherit during the period of insurance and which fall under the definition of contents.

For each occurrence we will pay up to 25% of the highest amount insured for contents at a single residence listed in your schedule.

We will not provide cover for an item unless you ask for it to be covered within 45 days of acquiring the item, and pay us the additional premium due from that date.

Outdoor items

We will pay up to £50,000 in total for each occurrence for loss or damage to outdoor items.

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 residence listed on your schedule.

Your excess does not apply to this cover.

Visitors

We will cover loss to the personal property of visitors to a residence at which contents are covered by this policy.

For each occurrence, we will pay up to £10,000 or up to any specific limit which applies, whichever is less.

We do not provide cover for visitors' valuables or money.

These payments do not increase the amount insured for your contents, and only apply in addition to any other insurance cover which is in place.

Water damage - detection and prevention

We will pay towards the costs of installing:

- a water leak detection system in a residence at which we have paid a claim under **Your contents**, which arises directly from a water leak and exceeds £10,000. We will pay up to £2,500 in total for all claims in the period of insurance for water leak detection systems;
- a flood prevention system in a residence at which we have paid a claim under **Your contents**, which arises directly from a flood and exceeds £25,000. We will pay up to £10,000 in total for all claims in the period of insurance for flood prevention 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 building or a flood prevention system at the affected residence before the occurrence, we will not provide this additional cover.

Where a residence is covered under Your buildings this additional cover will not apply to that residence.

When you are a tenant or a leaseholder

Tenants' improvements

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover any loss that occurs to your tenants' improvements. We will pay up to 10% of the amount insured for contents at the residence where the loss occurs, or the amount stated under Tenants' improvements in your schedule, for each occurrence.

Gardens and landscaping

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover loss to your gardens and landscaping (at the residence and for which you are responsible or own) arising solely from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, we will pay up to 10% of the total amount insured for tenants' improvements at the residence at which the loss occurs to:

- restore trees, shrubs, plants and lawns and the repair of fences and gates within the grounds of the residence; and
- remove rubbish or other waste material which has been left at your residence by trespassers.

We will not pay more than £1,000 for any one tree, shrub or plant.

Your parents and grandparents

We will cover loss to contents belonging to your parents or grandparents who permanently live in a care or nursing home.

We will pay up to £15,000 for each occurrence.

This cover does not apply to money or jewellery, and only applies in addition to any other insurance cover which is in place.

For the purposes of this additional cover, the definition of 'you/ your' does not include domestic employees.

Students

We will cover loss to contents belonging to permanent members of your household who are in full time education while they are studying away from the home.

We will pay up to £15,000 for each occurrence.

This cover does not apply to money or jewellery, and only applies in addition to any other insurance cover which is in place.

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.

For the purposes of this additional cover, the definition of 'you/ your' does not include domestic employees.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy but is not subject to an excess unless shown in your schedule.

Animals, birds and fish

We do not cover any loss or damage to animals, birds and fish.

Business

We do not cover any loss or damage to your property (including money) which relates to business activities, unless it is covered under:

- outdoor equipment used solely in connection with incidental farming or domestic gardening (but not including any vehicle covered under Incidental motor vehicles);
- incidental motor vehicles which are used solely for incidental farming;
- home office business equipment; or
- home office business stock.

Goods and services

We do not cover any loss caused by you having not received goods and services.

Incidental Motor Vehicles

We do not cover any loss or damage by theft, attempted theft or malicious damage to incidental motor vehicles unless the items are kept in a locked building when not in use.

Personal digital data

We do not cover electronic data other than your personal digital data.

Tenants at your residence

We do not cover any loss to property that belongs to someone who pays you to live at your residence.

Transport

We do not cover any loss or damage to:

- manned or unmanned aircraft, including drones, or their parts;
- waterborne vessels apart from those defined as watercraft for this policy. We do not cover any loss or damage caused by the stranding, swamping or sinking of a watercraft covered by this policy; or
- motor vehicles, motorcycles and their accessories, apart from incidental motor vehicles.

Unattended 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 at the time of the loss.

Wine and spirits

We do not cover any loss caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation, discolouration, natural climactic conditions including temperature fluctuation or mysterious disappearance.

Your valuables

We cover your valuables against all risks of loss and damage.

Defined terms used in this section

amount insured
collectibles
damage
defective title
excess
fine art
floating limit
jewellery
loss
market value
occurrence
period of insurance
policy
residence
schedule
valuables
we/us/our
you/your

See Definitions.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions but is not subject to an excess unless shown in your schedule.

Specified valuables

Your schedule will list any valuables or refer to a list of any valuables that you have specified and the amount insured.

If an occurrence results in loss to a specified valuable we will at our option decide whether to:

- repair the item to its condition immediately before the loss;
- 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.

Please note that if we replace the specified item or provide a cash settlement for its value, you agree that the damaged item will become our property.

We will pay more than the amount insured for that specified valuable if:

- its market value immediately before the loss is greater than the amount insured; and
- you can provide a purchase receipt that is dated less than 12 months before the date of the occurrence, or an independent professional valuation which is not more than 3 years old at the time of the occurrence.

In these circumstances, we will pay the lesser of:

- its market value immediately before the loss, up to 125% of the amount insured for that specified valuable; or
- the total amount insured for the specified valuable's category as stated in the schedule.

Unless we agree in advance, we will only cover:

- specified jewellery listed in the schedule as 'in-vault', when kept in a secure bank vault or safety deposit facility approved by us; or
- specified jewellery listed in the schedule as 'in-safe', when kept in a locked safe approved by us at the residence listed in the schedule.

Your schedule will show if you have opted for a temporary jewellery floating limit.

Unless we agree in advance we do not cover loss of or damage to any individual item of specified jewellery with a value of £100,000 or more unless such items are:

a. being worn by you at the time of such loss or damage;
b. being carried by hand by you, or under your personal supervision in a room that you are occupying at the time of such loss or damage;
c. deposited in a bank or locked safe approved by us, or while you are staying at a hotel or motel, when such items are kept in the principal safe of the hotel or motel, not the room safe at the time of such loss or damage;
d. contained in any luggage, baggage or bag which is being carried by you, is in your personal custody and under your personal supervision at the time of such loss or damage.

Unspecified valuables

If an occurrence results in loss of a valuable not specified on your schedule, we at our option decide whether to repair or replace it (whichever costs less). We will also pay any difference in its market value if, after the repair, its market value is less than it was immediately before the occurrence. For each occurrence, we will pay up to the amount insured for each particular category of unspecified valuable as stated in the schedule. We will not pay more than:

- £30,000 for each unspecified item of jewellery; or
- £35,000 for each unspecified item of other valuables.

Valuations

We require a valuation for every item of specified valuables, valued at or over £50,000.

If valuations for every item at or over £50,000 are not received or are unable to be provided at the time of a loss the most we will pay for any loss or damage to those items is £50,000 for each specified item of valuable

- Valuations must be independent and made by a qualified and accredited valuer.
- The valuer and the company that made the valuation must be clearly stated on the valuation. Such documents must contain a full description of the item.
- Valuations must be updated at least every 5 years and in the event of a claim any valuation must be dated no more than 5 years prior to the date of loss or damage to the item and cannot be dated after the date of loss or damage.
- If the item was purchased less than 12 months before the date of any loss or damage, then we will accept a purchase receipt as a valuation at the retail purchase price, provided the purchase receipt clearly states the company the item was purchased from, the date of purchase, a description of the item and the full purchase price.
- We reserve the right to validate any valuation or purchase receipt with the relevant company or third parties.

Your valuables: Additional covers

These additional covers:

- apply automatically if your valuables are covered by this section;
- are provided in addition to the amount insured for Your valuables, unless we state otherwise; and
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

Defective title

If, after you purchase a work of fine art, it is proved that:

- you are not the legal owner due to defective title; or
- you do not have good title to it, and you are legally required to return it to its rightful owner,

we will pay:

- the purchase price of the work of fine art; or
- the specified amount insured,

whichever is the lesser.

We will also pay legal fees and expenses which are incurred by you in defending a title claim made against you.

We will pay up to £100,000 in total for all claims (inclusive of legal fees and expenses) in the period of insurance.

We will only provide cover if:

- the work of fine art is a specified valuable and has not been sold or disposed of by you
- the work of fine art was purchased (not inherited or given to you) after your first policy incepted with us;
- the claim was made against you and reported to us during the period of insurance;
- you can demonstrate that you made reasonable enquiries into the title of the work of fine art;
- you were not aware of the claim (or had not been contacted about a potential claim) at the time this policy was entered into; and
- in respect of any legal fees and expenses, our written consent is obtained prior to any legal work being undertaken at any stage in a claim.

Loan of valuables to you

We will cover valuables that are loaned to or borrowed by you against loss.

We will provide cover for up to 30 days from the date on which the valuables are loaned or borrowed; and up to a total of £50,000 for fine art and collectibles and up to a total of £10,000 for any other valuables.

This cover only applies in addition to any other insurance cover in force and only if you are covered for the category of valuables under which the borrowed item(s) falls.

New items

We will cover loss to items that you purchase, are given or inherit during the period of insurance which fall under the definition of valuables.

We will pay:

- up to 25% of the total amount insured for the category of valuable under which the item would be covered;
- £50,000 for fine art; or
- £25,000 for other valuables for each item,

whichever is the lesser.

We will not provide cover for a new item unless:

- your schedule already includes valuables that are insured under the same category as that of the item; and
- You ask for it to be covered within 45 days of acquiring the item and pay us the additional premium due from that date.

Wine and spirits

If wines and spirits are covered under specified valuables, we will cover the reduction in resale value of those wines or spirits due to:

- labels being washed off or made illegible by flood or water damage;
- a failed air-conditioning/chiller system; or
- spoiling due to climate control system failure.

Your valuables: Exclusions

The following specific exclusions apply to the entirety of this section, unless otherwise stated.

Trade, business or profession

We do not cover any loss to any valuables held or used for any trade, business or profession.

Wine and spirits

Where the valuable is either wine or spirits, we do not cover any loss caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation, discolouration, natural climactic conditions including temperature fluctuation or mysterious disappearance.

Your liability

This section addresses how we will protect you in the event of an occurrence which leads to a legal claim.

Defined terms used in this section

accident
amount insured
bank cards
buildings
damage
domestic duties
domestic employees
excess
home office business
incidental farming
incidental motor vehicles
injury
legal claim
loss
medical practitioner
occurrence
period of insurance
pets
policy
residence
schedule
United Kingdom
watercraft
we/us/our
you/your

See Definitions.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

Your third party liability cover

We will cover you against any legal claims for loss which you are legally obliged to pay which arise from an occurrence anywhere in the world.

For each occurrence, we will only pay up to the amount insured for third party liability as stated in your schedule or, where an additional cover applies, up to the applicable limit irrespective of how many of you are involved and how many legal claims are brought against one or more of you.

Defence costs

We will cover any reasonable legal fees and expenses which are incurred by you in defending legal claims which, if you were to be found liable, would be covered by your third party liability cover, subject to the terms, conditions and exclusions set out in this policy.

For all legal claims arising from each occurrence, we will pay up to £10,000,000 in respect of defending those claims.

We will only pay your legal fees if you obtain our written consent before any legal work is commenced and if we ask your legal adviser to do so at such stages of the proceedings as we require.

We will only pay your legal fees if such costs are incurred with our choice of legal representatives.

In countries where local laws may prevent us from paying your legal fees directly, such costs will be incurred and paid by you and reimbursed by us, so long as our payment does not contravene any law or regulation.

Your excess

No excess applies to your third party liability cover or defence costs.

Your liability: Additional covers

These additional covers:

- apply automatically as long as you have third party liability cover as part of this policy;
- are provided in addition to the amount insured for third party liability cover, unless we state otherwise; and
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section and the applicable limits. No excess applies.

Bank cards

If, during the period of insurance, bank cards issued in your name have been lost or stolen and used without your permission, we will cover the amount you are legally obliged to pay.

We will pay up to £15,000 in total for all claims during the period of insurance.

For the purposes of this additional cover, the definition of 'you' does not include domestic employees.

We will only provide cover:

- if you comply with the terms of the bank cards;
- in the case of theft, if you notify the police; and
- in addition to any other insurance you may have.

Defective premises

We will cover you for any damages you are legally obliged to pay under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

If you sell a residence covered by this policy and cancel this policy, we will cover you for 7 years from the date of cancellation in respect of that residence.

We will pay up to £10,000,000 in total for damages, legal fees and expenses in respect of all legal claims first made against you in the period of insurance provided that, for legal fees and expenses, you meet the conditions set out in **Defence costs**.

We do not cover :

- liability for the cost of putting right any fault or alleged fault; or
- liability covered by a different insurance policy.

Domestic employees liability cover

We will cover any legal claim for damages which you are legally obliged to pay to a domestic employee for injury, sickness, disease or death arising from an accident.

The injury, sickness, disease or death must arise from the domestic duties the domestic employee is employed by you to undertake, at a residence listed in your schedule where we are covering your buildings and/or your contents or while on a temporary trip abroad.

We will cover those legal fees and expenses you incur in defending legal claims which are covered by this additional cover, provided you meet the conditions given in **Defence costs**.

We will pay up to £10,000,000 for damages and legal fees and expenses.

For the purposes of this additional cover, the definition of 'you' does not include domestic employees.

We do not cover any liability arising from your domestic employees' work in the United States of America or Canada after they have been in either or both of these countries for 30 days in total at any time during the period of insurance.

Irrecoverable court awards

If you:

- suffer injury (and resulting sickness, disease or death) or damage resulting from an incident which occurs during the period of insurance; and
- commence legal proceedings to recover any resulting damages from a third party during the period of insurance,

we will cover any damages or costs you are awarded in a Judgment but do not receive.

We will pay up to £10,000,000 in total for all claims in the period of insurance.

We will only provide cover if:

- the incident resulting in the Judgment did not occur in the course of any business, profession or occupation other than home office business and incidental farming;
- your liability would have been covered under this section if you had caused the same injury (and resulting sickness, disease and death) or damage; and
- you notify us that you intend to commence proceedings and we agree to provide cover in respect of those proceedings;
- the Judgment debt has been outstanding for over 3 months (or where the Judgment debt is paid in instalments, the debtor has failed to make a payment in accordance with the Court's Order for over 3 months);
- the Judgment is made by any Court of Law in the United Kingdom, Monaco, Switzerland or the European Union and in a personal capacity for injury (and resulting sickness, disease or death) or damage; and
- the Judgment is not the subject of any process of appeal.

If you receive any damages or costs after we have paid you for them, you must return the amount to us

The exclusions listed below apply to the whole section, unless we state otherwise.

Abuse

We do not cover liability, legal claims, expenses or costs arising out of any actual, alleged or threatened:

- physical, mental or sexual abuse; or
- sexual misconduct, harassment or abuse.

Aircraft

We do not cover liability, legal claims, expenses or costs arising out of or in relation to any manned or unmanned aircraft, including drones.

Animals

We do not cover liability, legal claims, expenses or costs arising from any animal other than incidental farming livestock or your pets and horses.

We do not cover liability arising from any dog defined as dangerous under the Dangerous Dogs Act 1991 (as and when amended) or equivalent legislation.

Business interests

We do not cover liability, legal claims, expenses or costs arising out of your business interests, investments (including those you make for someone else or on your own behalf), or any other activities intended to generate profit.

However, unless a different exclusion applies, we will cover your liability, expenses or costs arising out of:

- renting out a residence (or any part of the residence) listed in your schedule;
- your home office business or incidental farming; or
- unpaid voluntary work for a registered charity or a community or religious group.

Contracts

We do not cover liability, legal claims, expenses or costs arising from any contractual agreement unless such liability would have existed without the contractual agreement. Where you are a landlord, we will cover you in respect of your liability.

Defence costs

We do not cover liability, legal claims, expenses or costs that you incur in defending legal claims which, if you were found liable, would not be covered under this section.

Directors and officers

We do not cover liability, legal claims, expenses or costs arising from your role as an officer or member of a board of directors of any corporation or organisation, or as a trustee.

Discrimination

We do not cover liability, legal claims, expenses or costs 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.

Financial performance

We do not cover liability, legal claims, expenses or costs arising from a guarantee of financial performance which you have provided.

Fines

We do not cover liability, legal claims, expenses or costs for fines or penalties, or for punitive damages.

Injury to you or your employees

We do not cover liability, legal claims, expenses or costs for injury to you or your employees arising from their work for you, except where covered under **Domestic employees liability cover**.

Intentional acts

We do not cover liability, legal claims, expenses or costs arising from any criminal, intentional, malicious or wilful acts or omissions.

We do not cover liability, legal claims, expenses or costs arising from acts or omissions which a reasonable person would expect to cause loss, unless you acted reasonably in protecting any individual or property.

North America

We do not cover your liability, legal claims, expenses or costs arising from any occurrence which happens in the United States of America or Canada if you have been in either or both of those countries for 30 days or more in total during the period of insurance.

Other Permanent Structures

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using any airstrips, aircraft runways or helicopter landing pads.

Professional liability

We do not cover liability, legal claims, expenses or costs arising from your performance of, or failure to perform, professional services, or for professional services for which you are legally responsible or licensed.

Property in your care

We do not cover liability, legal claims, expenses or costs arising from damage to property belonging to, or held in trust by, you or in your custody or control.

Unlicensed firearms

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using unlicensed firearms.

Unlisted property

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using any land or buildings not in your schedule.

This exclusion does not apply to a property which you rent on a short-term basis for the purpose of a holiday or family celebration.

Vehicles

We do not cover liability, legal claims, expenses or costs relating to:

- motorised vehicles apart from incidental motor vehicles, unless the incidental motor vehicle is a motorcycle with an engine capacity in excess of 51cc; or
- any electrically assisted pedal cycle where there is a legal requirement to pay Vehicle Excise Duty for road use; or
- wind-powered land vehicles.

Watercraft

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using (including loading and unloading):

- any watercraft which is more than 4.5 metres long or has more than 15 horsepower;
- any watercraft which is lent or rented to you for longer than 30 days; or
- jet skis, wet bikes or surf-jets.

Wrongful or unfair dismissal

We do not cover liability, legal claims, expenses or costs for loss arising out of wrongful or unfair dismissal.

Your property emergencies

We cover you in a number of emergency situations where we provide protection for you and your residence.

Defined terms used in this section

buildings
contents
damage
excess
injury
loss
loss of hearing
loss of limb
loss of sight
occurrence
period of insurance
pets
policy
residence
schedule
valuables
we/us/our
you/your

See Definitions.

This section:

- applies only to the residences listed in your schedule under Your buildings, Your contents and/or Your valuables; and
- is subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section and the applicable limits, but is not subject to any excess.

Alterations due to permanent disablement

If you suffer a loss of hearing, loss of limb or loss of sight as a result of illness or injury which first occurs during the period of insurance, we will pay towards the cost of making necessary alterations to structures within your residence so that you can live without assistance.

We will pay up to £50,000 in total for all claims in the period of insurance. You will not be liable for any excess.

We will only provide cover if we agree such alterations before any work starts.

Emergency access

If you or the emergency services have to use force to gain access to a building at your residence because of an emergency (either a medical emergency and/or to protect either your contents or your buildings), we will pay the cost of repairs. The building does not need to be owned by you.

We will pay up to £5,000 for each emergency event.

The emergency event must happen during the period of insurance.

Emergency preventative measures

If you need to take practical, temporary measures to avoid or reduce loss covered by this policy arising from a storm or flood, we will reimburse the expenses you incur in taking such measures.

We will pay up to £5,000 in total for all claims in the period of insurance.

Emergency precautionary repairs

Following an occurrence covered by Your buildings, Your contents or Your valuables, we will pay for emergency repairs which you reasonably incur to protect your residence against further loss covered by this policy.

Living expenses

Alternative accommodation due to loss or damage

If a residence listed on the schedule is uninhabitable because of an occurrence (which is covered under this policy), we will pay up to £500,000 per occurrence for any living expenses you incur or that are incurred by any family member who resides permanently at the residence listed on your schedule to maintain your or your family members usual standard of living. Family members includes adopted children, stepchildren and foster children, spouses, fiancés, co-habitees or partners.

We will continue to pay the living expenses:

- for the shortest amount of time required to make the residence habitable again; or
- until you or your family member permanently move somewhere else.

The maximum amount of time we will continue to pay the living expenses is 3 years from the date of loss or damage.

We will only provide cover if we agree all expenses in advance.

Alternative accommodation due to forced evacuation

If you are unable to live in your residence because a local authority or emergency service prohibits you from doing so or tells you to leave, we will reimburse you for living expenses to maintain your usual standard of living.

We will continue to pay your living expenses until you are allowed to return to your residence up to a maximum of 30 days from the date of evacuation.

We will also pay for any essential replacement contents that you need to buy as a result of forced evacuation. The most we will pay is £15,000 in total in the period if insurance.

The cover provided under Living expenses includes accommodation for your pets and horses.

We will only provide cover if we agree all expenses in advance.

Nest removal

We will pay up to £1,000 for removing nests from your buildings during the period of insurance.

Rent

If you are a tenant and your residence is uninhabitable due to an occurrence which would have been covered under **Your buildings** had it applied to that residence, we will pay up to £50,000 for rent which you are liable to pay while your residence is uninhabitable.

We will continue to pay for rent up to a maximum of 3 years from the date of the occurrence.

We will not provide this cover if we are paying under **Your property emergencies - Living expenses** in respect of the same occurrence.

Replacement locks

If the keys to one of the residences in your schedule are lost or stolen during the period of insurance, we will pay the cost of replacing the locks.

Your personal emergencies

We cover you when you need us in an emergency.

Defined terms used in this section

accident
amount insured
buildings
chauffeur
close relation
damage
dangerous activity
excess
injury
loss of hearing
loss of limb
loss of sight
loss of speech
medical expenses
medical practitioner
period of insurance
policy
residence
visitors
we/us/our
you/your

See Definitions.

This section:

- applies automatically; and
- is subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section and the applicable limits, but is not subject to an excess.

Accidental injury

We will pay the amount stated in the benefits table to you (or your estate if you die) if, during the period of insurance, you sustain injury following an accident which within 2 years is the sole and independent cause of death or a disablement set out in the benefits table.

Death or injury suffered as the sole and independent cause of exposure to the elements shall be classed as injury following an accident, and the corresponding benefit under this sub-section will be paid, subject to all other applicable terms, conditions and exclusions.

The benefits table below shows which injuries are covered, and the amounts for which you are insured.

	Amount insured
Death For anyone under 16 years old at the time of the accident, death cover is limited to £5,000	£50,000
Loss of limb	£25,000
Loss of sight	£25,000
Loss of speech	£25,000
Loss of hearing	£25,000

We will only pay for injuries which are the direct result of an accident.

If you disappear during the period of insurance, and after a suitable period of time are believed to have died from injuries following an accident, we will pay death benefits provided that your next of kin sign an undertaking to the effect that if this turns out not to be true, they will refund the benefits.

Accidental injury: Exclusions

Active service

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in active service in any armed forces of any nation.

Dangerous activities

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in dangerous activities.

Degenerative processes

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, naturally occurring conditions or degenerative processes.

Events not attributable to a single accident

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, a series of events which cannot be wholly attributed to a single accident.

Flying and other aerial activities

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in flying or other aerial activities, except if you are a passenger.

Illness or disease

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, illness or disease which is not the result of an injury following an accident

Influence of drugs

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, the taking or using of drugs or controlled substances, unless they are prescribed by a medical practitioner and taken according to their instructions.

Participation in sports

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in professional or semi-professional sport.

Psychological conditions

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an accident.

Suicide and self-inflicted injury

We do not cover any benefit in respect of death or injury resulting from your suicide, attempted suicide or self-inflicted injury.

Travelling against Foreign, Commonwealth and Development Office advice

We will not cover:

- Any claims arising from any journey if you travel against the advice of the FCDO or any government, or where you do not follow any advice or measures put in place by any government or local authority in the United Kingdom or abroad, for example quarantine rules or curfews
- Any claim if the advice or measures were in place or had been announced at the time you took this policy out or booked your journey (whichever is later).

Unnecessary danger

We will not pay any benefit which is directly or indirectly caused by you putting yourself in unnecessary danger, unless you are trying to save human life.

Emergency events

We will pay for your expenses which are incurred by you as the sole and direct result of an emergency event listed to the right, as long as the emergency event occurs during the period of insurance.

The expenses you can claim, and the amounts insured, are given in the expenses table on the right.

Multiple events

Where multiple emergency events occur at the same time, we will pay those expenses applicable to the emergency event which provides the highest level of cover, but we will not pay under more than one emergency event.

Expense	Emergency events	Amount insured
Medical expenses	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Psychiatric treatments prescribed by a medical practitioner within 12 months of the emergency event	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Salary lost during the immediate 60 day period from the emergency event	Aggravated assault Aggravated breaking and entering Car jacking Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Permanent relocation expenses for moving permanently away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event

Expense	Emergency events	Amount insured
Personal security expenses to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Residential security expenses to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Temporary relocation expenses to temporarily move away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Travel and accommodation expenses for a family member to stay near the medical facility where someone is receiving medical treatment under this Emergency events section.	Air rage Car jacking Road rage	£10,000 for each individual Up to a maximum of £20,000 for each emergency event

Emergency events

Emergency events for which we provide cover are defined below.

Aggravated assault

Aggravated assault is where an individual or group of individuals use violence or the threat of violence to unlawfully take your possessions while you are away from your residence.

Aggravated breaking and entering

Aggravated breaking and entering is where an individual or group of individuals enter your buildings or temporary residence unlawfully and use violence or the threat of violence against you or a visitor. Your visitors are also covered for aggravated breaking and entering.

Air rage

Air rage is where you are travelling as a passenger on a commercial aircraft and are subjected to an unprovoked violent, physical assault.

Car jacking

Car jacking is where you are travelling in a motor vehicle and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the motor vehicle or the property inside it. Anyone travelling in the motor vehicle at the same time as you is also covered for car jacking.

Road rage

Road rage is where you and/or your chauffeur are subjected to a sudden unprovoked and violent physical attack while you and/or your chauffeur are travelling in a motor vehicle. Your chauffeur is also covered for road rage.

Stalking

Stalking is where someone commits a series of acts during the period of insurance which are intended to cause damage to your property, or to harass, injure or harm you.

We will only pay permanent relocation expenses and/or residential security expenses when incurred as the direct result of an Aggravated breaking and entering or Stalking which occurs during the period of insurance.

Emergency events: Exclusions

Events caused by you or your close relations

We will not cover any expenses when the emergency event is directly or indirectly caused by:

- you;
- a close relation;
- a former close relation (including estranged and former spouses); or
- anyone with whom you have engaged in a personal relationship.

Events caused by individuals known to you

We will not cover any expenses under Air rage or Road rage when the emergency event is directly or indirectly caused by someone known to you or your chauffeur.

Events caused by people who are not the subject of an injunction or court order

We will not cover any expenses under Stalking when the emergency event is directly or indirectly caused by someone who is not the subject of an injunction or court order issued to protect an individual.

People acting on your behalf

We will not cover any expenses in respect of Aggravated assault, Aggravated breaking and entering, Car jacking or Stalking when the emergency event is directly or indirectly caused by anyone acting on your behalf.

Permanent relocation after 6 months

We will not cover your permanent relocation expenses if you move more than 6 months after an Aggravated breaking and entering, or if your residence was for sale when the Aggravated breaking and entering took place.

Events involving fee paying passengers

We will not cover expenses under Road rage where you own the motor vehicle and are using it to transport people or property for a fee at the time of the emergency event.

Travelling against Foreign, Commonwealth and Development Office advice

We will not cover:

- Any claims arising from any journey if you travel against the advice of the FCDO or any government, or where you do not follow any advice or measures put in place by any government or local authority in the United Kingdom or abroad, for example quarantine rules or curfews
- Any claim if the advice or measures were in place or had been announced at the time you purchased your policy or booked your journey (whichever is later).

Your legal solutions

We provide you with legal protections for a number of events.

Defined terms used in this section

appointed advisor
buildings
close relation
contents
damage
domestic employees
home
incidental farming
injury
legal costs
let property
money
period of insurance
policy
residence
tenancy agreement
terrorism
United Kingdom
we/us/our
you/your

See Definitions.

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.

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.

Your legal solutions: Cover

We will pay your legal costs up to £125,000 for claims that are related in time or by originating cause (including appeals) which:

- are made by or against you and reported to us during the period of insurance; and
- fall under one of the Covered claims set out below.

The claim must always meet the following criteria in order for us to pay your legal costs:

- the claim always has a greater than 50% chance of success (whether you are defending the claim or pursuing the claim) and, if the case involves damages or compensation, a greater than 50% chance of enforcing any Judgment that might be obtained;
- for claims under **Covered claims - Contracts**, there must be a greater than 50% chance of successfully defending the claim in its entirety;
- in criminal prosecution claims where you plead guilty, there is a greater than 50% chance of reducing any sentence or fine;
- in criminal prosecution claims where you plead not guilty, there is a greater than 50% chance of your plea being accepted by the court; and
- in claims involving an appeal, there is a greater than 50% chance of the appeal succeeding.

The appointed adviser or, where we determine that it is necessary, a barrister will be instructed to determine the claim's chances of success.

Any legal costs shall only be incurred with our consent. You are responsible for the payment of any fees which are incurred and not covered under Your legal solutions.

If you do not have a reasonable chance of success, as outlined above, you must pay the legal costs involved with pursuing or defending your claim, irrespective of the outcome.

Clinical negligence

We will pay your legal costs for disputes arising from alleged clinical negligence or malpractice.

We will not pay legal costs relating to:

- 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
- defending any claim other than an appeal.

Contracts

We will pay your legal costs for disputes arising out of any agreements you have entered into for:

- buying or hiring consumer goods or services (including vehicles);
- selling goods privately (including vehicles);
- buying or selling your residence;
- renting your residence as a tenant; or
- leasing your residence.

We will not pay legal costs relating to:

- a dispute with a tenant or leaseholder, where you are the landlord or lessor;
- loans, mortgages, pensions or any other banking, life or long-term insurance products, savings or investments;
- your business activities, trade, venture for gain (apart from incidental farming), profession or employment;
- a settlement due under an insurance policy;
- construction work, or designing, converting or extending a building, where the contract value is more than £100,000 including VAT; or
- a dispute with any party other than the party with whom you have entered into an agreement or alleged agreement with

Disputes with domestic employees

We will pay your legal costs for disputes with your domestic employee that arise from:

- their dismissal;
- an alleged breach of your domestic employee's legal rights under United Kingdom employment laws; or
- the terms of a contract of service or service occupancy agreement between you and your domestic employee.

We will not pay in relation to:

- disciplinary hearings or internal grievance procedures;
- personal injury; or
- claims against your domestic employees, except to repossess part of your residence or other accommodation you provided under a service occupancy agreement.

Employment disputes

If you are in dispute with your current, former or prospective employer about your contract of employment or related legal rights, you can bring a claim when all internal dismissal, disciplinary and grievance procedures have been concluded.

The relevant disciplinary and grievance codes can be found in ACAS Code of Practice for Disciplinary and Grievance Procedures or Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland.

You must co-operate fully with ACAS regarding mediation and do nothing that hinders a successful outcome.

We will not pay in relation to:

- claims relating to disputes arising from personal injury;
- the costs of defending a claim made against you by your employer, except where they bring an appeal;
- the legal costs for an employer's internal disciplinary process or an employee's grievance hearing or appeal; or
- claims arising from a compromise or settlement agreement between you and your employer, unless the agreement arises from an ongoing claim.

Legal defence

Work

We will pay legal costs relating to any alleged acts or omissions that arise from your work as an employee and result in:

- interviews by the police or others with the power to prosecute;
- prosecution in a court of criminal jurisdiction; or
- civil proceedings under unfair discrimination laws.

Motoring prosecution

We will pay the legal costs of a motoring prosecution being brought against you.

We will not pay claims relating to:

- owning a vehicle;
- driving without motor insurance;
- driving without a valid driving licence; or
- a parking offence.

Landlords

We will pay the legal costs of a prosecution against you that arises from you letting out your residence or let property.

Other

We will pay the legal costs of a formal investigation or disciplinary hearing being brought against you by a professional or regulatory body.

Loss of earnings

We will pay your loss of earnings resulting from jury service, or from attending court, tribunals, arbitration or regulatory proceedings at the request of your appointed adviser. The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.

We will not pay claims relating to:

- money which you can recover from a court or tribunal.

Personal injury

We will pay your legal costs for a sudden event which causes you injury or death.

We will not pay claims relating to:

- a condition, illness or disease which develops gradually over time;
- mental injury, nervous shock, depression or psychological symptoms where there is no injury to your body;
- defending any dispute other than an appeal;
- contingency fees; or
- legal costs over £50,000 for any claim outside the United Kingdom.

Property

We will pay your legal costs for disputes relating to property you own (including your residence and let property). This cover applies to:

- an event which causes damage to your property; or
- a public or private nuisance or trespass provided that, where a boundary is in dispute, you can prove where the boundary lies.

If you are claiming against your tenant for damage, you must have a detailed inventory of the contents and condition of the property which the tenant signed as part of the tenancy agreement.

We will not pay claims relating to:

- a contract you entered into other than a tenancy agreement;
- trespass by a tenant or ex-tenant or squatters;
- any building or land other than your home, let property or a residence used by you as a second home;
- 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 relating to property damage, other than defending a counter-claim or an appeal; or
- disputes with anyone other than the person(s) who caused the damage, nuisance or trespass.

Tax

We will pay the legal costs of a formal enquiry into your tax affairs, provided that all your returns are complete and have been submitted within the legal timescales.

We will not pay claims relating to:

- 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;
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements;
- any enquiry that concerns assets, monies or wealth outside England, Scotland, Wales and Northern Ireland; or
- an investigation by the Fraud Investigation Service of HMRC.

Clinical negligence

We do not cover disputes relating to clinical negligence, except as provided for under **Covered claims - Clinical negligence**.

Deliberate dishonesty, Illegal acts or misuse of funds or property

We do not cover allegations against you which involve:

- assault, violence, 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; or
- money laundering or bribery offences, fraud, or any other financial crime activities.

Family disputes

We do not cover disputes between:

- anyone included in the definition of 'you' in this policy;
- you and your close relations; or
- you and any other family member(s).

Fines and penalties

We do not pay fines, penalties or compensation awarded against you.

Group litigation orders

We do not cover group litigation orders.

Houses of multiple occupation

We do not cover property which is or should have been registered as a house of multiple occupation.

Judicial reviews

We do not cover judicial reviews.

Legal costs incurred without our consent

We do not pay legal costs incurred without our consent.

Minimum sum in dispute

We do not cover any claim where the sum in dispute is less than £100.

More than five let properties

We do not cover claims relating to a tenancy agreement where you own more than 5 let properties.

Pre-existing/pre-inception

We will not cover any actual or alleged act or omission or dispute happening before, or existing at the start of the period of insurance and which you believed or ought reasonably to have believed could have led to a claim under this Section;

Rent reviews

We will not pay for the costs of registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber).

Sonic and Supersonic Pressure Waves

We do not cover any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

Tenancy disputes

If you had a tenancy agreement in place before the start of the period of insurance, we do not cover disputes with your tenants or former tenants during the first 90 days, except where you have had equivalent cover in force immediately before the start of the period of insurance.

Territorial limits

For Contracts, we do not cover events outside the United Kingdom, the European Union, Norway or Switzerland.

For Personal injury we cover events worldwide.

For all other sections, we do not provide cover outside the United Kingdom.

Terrorism

We do not cover terrorism.

If our risk increases because you failed to keep to the conditions listed below, we can cancel this section, refuse a claim or withdraw from an ongoing claim. We also reserve the right to claim back legal costs from you.

Your duties in the event of a claim

You must:

- report any claim to our Concierge Desk as soon as possible:
  - telephone from within the United Kingdom: 0800 559 3951
  - telephone from outside the United Kingdom: +44 (0) 121 368 3170;
  - or email us at: **conciergehome@aviva.com**
- tell us within 30 days of the rent first becoming due, if you are making a claim to repossess your let property or recover rent arrears;
- unless there is a conflict of interest, agree to use the appointed advisor chosen by us before proceedings have been or need to be issued;
- tell us as soon as possible about anything that may make it more costly or difficult for your appointed adviser to resolve the claim in your favour;
- co-operate fully with us, give your appointed adviser any instructions we require, and update us with progress of the claim;
- take all practical steps to claim back legal costs and repay them to us;
- keep legal costs as low as possible; or
- agree that 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.

We consider your claim to have been reported when we receive your claim form.

Freedom to choose an appointed adviser

You can choose an appointed adviser yourself 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.

In all other cases you have no right to do this and we will choose your appointed adviser.

If you want to choose your own appointed adviser, write to us with your preferred representative's contact details. Unless we agree to do so, we will not pay more than we would pay our solicitor. (Our solicitor firms are chosen with care and we agree special terms which may be less than the rates available from other firms.)

Cover will end immediately if:

- you dismiss your appointed adviser without good reason;
- you withdraw your claim without our written agreement; or
- the appointed adviser refuses with good reason to continue acting for you.

If you make a claim under **Employment disputes, Contracts, Personal injury** or **Clinical negligence**:

- you must enter into a conditional fee agreement, that is, a legally enforceable agreement between you and your appointed adviser for paying their professional fees on a 100% no-win no-fee basis; or
- your appointed adviser must enter into a collective conditional fee agreement, that is, a legally enforceable agreement entered into on a common basis between the appointed adviser and us to pay their professional fees on a 100% no-win no-fee basis.

Consent

You must agree to let us see the appointed adviser's file relating to your claim.

You are considered to have provided consent to us to see your file for auditing and quality control purposes.

Settlement

We have the right to settle by paying the value of your claim.

You must not negotiate, settle the claim or agree to pay legal costs without our written agreement.

If you refuse to settle the claim following advice to do so from your appointed adviser, we reserve the right to refuse to pay further legal costs.

Barrister's opinion

If a dispute arises about the merits or value of your claim, we can require you to obtain and pay for a barrister's opinion. If their opinion supports you, we will reimburse you for the cost of that opinion. If their opinion conflicts with advice obtained by us, we will pay for a final opinion which will be binding.

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.

Fraudulent claims and claims tainted by dishonesty

- If you make any claim which is fraudulent or false, this section of the policy may become invalid and all benefit under it may be lost.
- You shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement you give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that you have breached this condition and that the breach has:
  - affected our assessment of reasonable prospects of success, and/or
  - prejudiced any part the outcome of your claim

we shall have no liability for legal costs incurred from the date of your breach.

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.

Acts of parliament

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

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.

Your legal solutions: Helplines

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.

Legal and tax advice 0330 175 7899

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 from 9am to 5pm on weekdays (except bank holidays).

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

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.

All helplines are subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if our advisers 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.

Confidential counselling 0333 000 2082

Our qualified counsellors are available to listen to your concerns and give confidential advice to help you to deal with any matter that is worrying you. Calls to the counselling service will not be recorded. This service is available 24 hours a day, 365 days of the year.

Your home breakdown and emergency solutions

This section of the policy covers a number of home emergencies.

Defined terms used in this section

contractor
damage
emergency costs
period of insurance
policy
residence
schedule
subsidence
United Kingdom
we/us/our
you/your

See Definitions.

This section applies only to your residences in the United Kingdom and listed in the schedule under **Your buildings** and/or **Your contents**. It is subject to the **General conditions**, the **General exclusions**, the exclusions which apply to this section and any specific exclusions.

Cover is subject to the limits given.

Your home breakdown and emergency solutions: Cover

We will arrange for a contractor to assist you in the event of a home breakdown or emergency listed below.

We will pay breakdown or emergency costs up to £1,250 for all claims reported during the period of insurance.

We will cover you for a home breakdown or emergency that arises from the following breakdown and emergency events:

Alternative accommodation costs

If a home emergency makes your residence unsafe, insecure or uncomfortable to stay in overnight, we will cover your overnight accommodation costs elsewhere, including travel costs.

Domestic power supply

The failure of your residence's domestic electricity or gas supply, whether or not it was caused accidentally.

Home security

Damage to external doors, windows or locks which compromises the security of your residence, whether or not the damage was accidental.

Lost keys

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

Main heating system

The complete breakdown of your main heating system (including the central heating boiler, all radiators, hot water pipes and water storage tanks).

Where the central heating boiler is found to be beyond economic repair, we will pay a contribution of up to £250 towards the cost of a replacement boiler.

Your central heating boiler will be considered beyond economic repair when the estimated cost of contractor's labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.

Plumbing and drainage

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

Toilet unit

Breakage to a toilet bowl or cistern, or its mechanical failure, which means you cannot use it.

Vermin infestation

An infestation of rats or mice, or wasps' or hornets' nests which cause damage inside your residence or pose a health risk.

Your home breakdown and emergency solutions: Cover exclusions

Blocked and frozen pipes

We do not cover supply or waste pipes to your residence which have become blocked or frozen due to freezing weather conditions.

Emergency costs if you are out

We will not pay emergency costs if there is no one at your residence when the contractor arrives.

Emergency costs without our consent

We will not pay any emergency costs incurred without our consent.

Events before the period of insurance

We do not cover anything that happened before the period of insurance, or that existed at the start of the period of insurance and which you believed or ought reasonably to have believed could give rise to a claim under this section.

Installation and/or design fault

We do not cover the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions.

We do not cover failures of equipment or facilities caused by design faults which make them unfit for use.

Interruption in services

We do not cover the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.

Large capacity heating systems

We do not cover solar heating systems or a central heating boiler in your residence with an output of over 60kW.

Let properties

We do not cover domestic emergencies in properties that you rent or let either as a tenant or as landlord.

Manufacturer's warranty

We do not cover goods or materials covered by a manufacturer's, supplier's or installer's warranty.

Negligent acts or omissions

We do not cover any wilful or negligent acts or omissions or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.

Permanent repairs

Once the emergency situation has been resolved, we do not cover the cost of making permanent repairs, including redecoration or making good the fabric of your residence. This includes work arising from the damage caused:

- in the course of the repair;
- in the course of investigating the cause of the emergency; or
- in gaining access to your residence.

Sonic and supersonic pressure waves

We do not cover any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

Subsidence

We do not cover subsidence.

Your duties in the event of a claim

You must:

- as soon as you become aware of an emergency at your residence, report any claim to our Concierge Desk:
  - telephone us from within the United Kingdom: 0800 559 3951
  - telephone us from outside the United Kingdom: +44 (0) 121 368 3170;
  - or email us at **conciergehome@aviva.com**
- agree to use the contractor chosen by us;
- not do anything to hinder us or the contractor;
- tell us as soon as possible of anything that may change our assessment of your claim;
- co-operate fully with the contractor and us;
- provide us with everything we need to help us handle the claim;
- take all practical steps to recover any emergency costs that we pay, and repay us; and
- minimise emergency costs and try to prevent anything that may cause a claim.

Your call may be recorded by us for training and security purposes and will be answered as soon as possible.

Claims procedure

You must report any major emergency which could result in injury or serious damage to your residence to the emergency services or the company that supplies the service.

We will record your details and then decide on the best course of action to limit your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, we will instruct a member of our emergency contractor network in respect of that claim only. We shall have no liability for any other work carried out by the contractor. Poor weather conditions or remote locations may affect normal standards of service.

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.

Get agreement before making any payments

You must have our agreement before you settle a contractor's invoice or agree to pay emergency costs that you want to claim for.

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.

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.

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.

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.

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.

Your cyber

We provide you with protection against cyber events.

Defined terms used in this section

Amount insured

Home

Period of insurance

Policy

Schedule

See definitions.

Cover under this section is subject to the terms and conditions, applicable limits and exclusions in this policy.

Special definitions

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

Act of terrorism means 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 means any activities carried out by you or on your behalf for business or professional purposes.

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

Computer virus means any malware, program code or programming instruction designed to damage computer systems.

Connected vehicle means 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 means 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 means a digital currency with transactions validated and records maintained through a decentralised system using cryptography.

Cyber bullying means 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 means either:

- 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 means 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 means total or partial loss, damage, destruction, or corruption.

Damages means either:

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

Denial of service attack means malicious and unauthorised attack which overloads any home systems.

Digital wallet means software application or platform where you can store or deposit money, cryptocurrency or NFT collectibles for making electronic payments or transfers

Government means government including its intelligence and security services.

Hacking means unauthorised or malicious access to any computer systems by electronic means.

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

Impacted state means the state in which the technology system affected by the cyber operation is physically located.

Identity theft means 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.

NFT collectibles means 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 means information which could identify you or allow your identity to be stolen or fraud to take place on you.

Pollutants means 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 means a sovereign state

Technology system means 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 means 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 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 means 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.

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 period of insurance:

a. 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.

b. Computer virus removal

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

c. 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.

d. 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 period of insurance:

a. 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

This is provided that 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.

b. 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.

c. 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;

This is provided that 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 period of insurance as the result of:

a. 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);

b. 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

c. 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:

a. 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

b. Monitoring costs

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

c. 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.

d. 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.

e. 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.

f. 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

a. 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.

b. 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

c. 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.

How much we will pay

The most we will pay for all claims we accept under this policy in total for the period of insurance is the amount insured shown on your schedule, 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 amount 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 amount insured.

Paying out the amount insured

For any and all claims arising for the period of insurance we may at our sole discretion pay the full amount insured that applies. When we have paid the full amount 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.

Cryptocurrency

The most we will pay for cryptocurrency will be £100,000 or the value at the date and time the financial loss occurred, as recorded on the digital ledger, whichever is lesser.

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.

Your cyber: Cover conditions

The following conditions apply only to the cover for Your cyber. 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.

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, for any incident or circumstance that may give rise to a claim it is a condition precedent of your policy that 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.

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.

Protecting data

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

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.

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.

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 period of insurance, 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.

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.

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.

We will not pay for any cost, damages, liability, loss or defence costs arising from the following:

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.

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.

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 Section 3 - Cyber online liability and Section 4 - Cyber bullying and online harassment.

Business activities

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

Connected vehicle theft

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

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.

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.

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.

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.

Other insured parties

Any cost, damages, liability, loss or defence costs arising from or in connection with any dispute or claim between you.

Patent

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

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.

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 – a. Home systems restoration'.

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.

Your cyber: Helplines

Your Home 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**

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