

Private Clients  
Your Distinct 150 Home policy

Welcome to  
the cover your  
home deserves





# For homes of distinction

We know your home is so much more than a place to live. So thank you for choosing Distinct 150 Home insurance to take care of it.

With plenty of good thinking inside, such as complimentary security advice, you now have tailored cover and a first-class, individual service to look after your lifestyle as well as your home. It's what we do.

## Important to know

This policy document provides full details of your Distinct Home insurance. Please keep it in a safe place so you can refer to in future.

If you'd like to extend or amend your cover at any time, simply call your insurance adviser to discuss your requirements.

## Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance adviser.

### **Need to make a claim?**

Simply call 0800 051 1750 or  
(+44)1603 208 901 from overseas.  
We're here for you 24/7.

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. Calls to 01603 are charged at national rates. For our joint protection telephone calls may be recorded and/or monitored

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# A claims service that's all about you

An experienced personal claims manager is ready to look after your claim from start to finish. They'll go above and beyond to resolve your claim quickly and without hassle, while keeping you updated throughout.

Simply call 0800 0511750 or (+44) 1603 208 901 from overseas. Calls to 01603 are charged at national rates.

Once your claims manager has confirmed the incident is covered by your policy, they will arrange for tradespeople to come to your property to carry out emergency repairs or secure it, if necessary. We'll settle payment with them directly, so you won't need to worry about this.

For other losses or damages, you can choose cash settlement, repair, replacement or even an expertly designed replica through our expert jewellers, Mappin & Webb. They can work with you to replace what would appear to be irreplaceable.

It's all part of the Distinct service.

# Extra services, exclusively for you

We want to give you more than insurance. Here are some of the additional benefits that come as standard with your Distinct Home insurance.

## Independent valuation services, to make sure you're covered

You can access specially discounted fees through Quastel Associates and BCH. Both are independent, professionally accredited companies whose valuations are carried out by qualified staff.

### Possession valuations

Valuations for a single item up to your entire home contents are available through Quastel Associates, who specialise in antiques, works of art, jewellery and general contents. They can provide a detailed inventory and digital photographs, if required. There are two types of valuation that might be of interest to you:

- home contents appraisal – provides a report with a breakdown into categories required for insurance
- bespoke valuation – gives you a document listing items and values.

To find out more or book a preferential-fee valuation call Quastel Associates on 0207 253 1710 and quote your policy number. Calls are charged at national rates.

### Re-building valuations

It's very common for higher value homes to be underinsured. To make sure that, if the worst happens, you're fully covered for the real cost of rebuilding your home, you can get a valuation from BCH, who specialise in this area.

BCH can provide an accurate re-building measurement and valuation of your home, reflecting its age, status and distinguishing features. They will provide a documented valuation that includes a photographic record. With a professional valuation, we'll cover the full cost of rebuilding to the same specification as you have currently.

To find out more or book a preferential-fee valuation, call BCH on 0145 529 3510 and quote your policy number. Calls are charged at national rates.

## Security extras, to keep you safer

### Complimentary home security visit

Looking at areas such as theft, fire prevention and the general condition of the property, your free home security visit will provide a complete review of your property to help keep it, and you, safer.

Simply call our Risk Solutions helpline on 0345 366 6666. Lines are open 9am to 5pm, Monday to Friday and calls are charged at national rates.

### Home security advice

If you'd like general advice on locks, alarms, safes, fire prevention, health and safety and environmental issues, it's at hand.

Call our Risk Solutions helpline on 0345 366 6666. Lines are open 9am to 5pm Monday to Friday and calls are charged at national rates.

### Safes for your valuables

If you want a professionally installed safe within your property, as our client you can get preferential rates from Insafe International Limited.

For details, simply call 01892 557 665 and quote your policy number.

## Homesitting services, for more relaxed travel

You can access preferential rates from Homesitters Limited. Their rigorously vetted employees will look after your home and care for your pets while you're away – either around the clock or simply during the times of day you would like.

You can find out more by calling them on 01296 630 730. Calls are charged at the national rate.

## Legal and tax advice, helping you live your life

You can access expert advice on a wide range of legal issues, from credit and consumer law to medical and workplace matters, along with advice on any personal UK tax matter.

Simply call the helpline on 0800 051 1718.







# Overseas second homes

Your insurance adviser will have worked with you and our expert underwriters to put together a tailored policy that's unique to you.

If you have a second home in the mainland of France, Spain including the Balearics, Portugal or the Republic of Ireland (other European countries can be considered) in addition to your main UK home that your Distinct policy covers, we can cover this home also. Please note cover for subsidence, heave and landslip may not be available for overseas properties. If you'd like to select overseas second homes cover in the future - for example, when a separate policy is due for renewal - we'd be happy to help.

Keeping your cover under one policy makes your life simpler when you do need to call on us. Plus, of course, we provide you with the extra reassurance and financial security that comes with being the UK's largest insurer.

# Definitions

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

## **Aggravated assault**

Violence or threat of violence to **you** by a third party who has unlawfully taken or attempted to take any possessions belonging to **you** whilst **you** are away from **your home**.

## **Art, antiques and collectables**

Items that are rare and attractive, of good quality and in good condition, reflecting the age in which they were made. This includes such items as paintings, furniture, etchings, tapestries, ceramics, statues, sculptures, stamp and coin collections, items made of precious metals and/or stones, curios and collectables, all of which belong to **you** or for which **you** are legally responsible.

## **Aviva/insurer/we/our/us**

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company.

## **Buildings**

- the **home**, swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, domestic fixed fuel tanks, lamp posts and fixed statues
- cables and underground pipes providing services to or from the **buildings**, cess pits, septic tanks and drain inspection covers
- external lighting, surveillance equipment and alarm systems fixed to the **buildings**
- fixtures and fittings belonging to **you** or for which **you** are legally responsible for. This applies where **you** are not the owner of the private dwelling or are not responsible for insuring the **buildings**
- interior decorations belonging to **you** where **you** are the tenant of the private dwelling or where **you** are the owner but are not responsible for insuring the private dwelling.

## **Business property**

Furniture, equipment, supplies and stock used in connection with a business conducted from the **home**.

## **Caravan**

The **caravan** and its fixtures, fittings, furnishings and utensils while in the **caravan**.

## **Carjacking**

If **you** or **your** domestic employees suffer bodily injury as a result of the use of force, violence or intimidation during the theft or attempted theft of a private motor vehicle that **you** own or rent, in which **you** or **your** domestic employees are travelling.

## **Contents**

Household goods, **art, antiques and collectables** and personal belongings:

- which are **your** property
- which are the property of **your** visitors or resident domestic employees
- for which **you** are legally responsible.

Fixtures and fittings belonging to **you** or for which **you** are legally responsible for. This applies where **you** are not the owner of the private dwelling or are not responsible for insuring the buildings.

Radio aerials, television aerials and satellite dishes fixed to the **home**, their fittings and masts.

**Contents** also includes **personal money** and **business property**.

The definition of **contents** does not include:

- aircraft, **caravans** and portions, parts and accessories for any of these items
- any living creature
- items more specifically insured
- trailers and non-motorised horseboxes over 4.5 metres in length

- motorised vehicles and watercraft other than:
  - vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**
  - golf carts and trollies
  - toys and models remotely controlled by a pedestrian
  - vehicles designed to help disabled persons (as long as the vehicles are not registered for road use)
  - motorcycles with an engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the land belonging to the **home**
  - sailboards, surfboards, windsurfers and jet skis
  - electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules) for more information).

#### **Excess**

The amount which **you** pay for each separate claim.

#### **Heave**

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

#### **Home**

The private dwelling and its outbuildings used solely for domestic purposes at the address of the **insured** property shown in the schedule.

#### **Insured/insured person/you/your/yours**

The person(s) named in the schedule, their domestic partner and members of their family(ies) permanently living with him/her/them.

#### **Landslip**

Movement of land down a slope.

#### **Outdoor items**

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

#### **Period of insurance**

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

#### **Personal money**

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

#### **Settlement**

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

#### **Stalking**

Acts intended to damage **your home** or to harass or injure **you** which are caused by a third party who is subject to an injunction or court order issued to protect **you**.

#### **Subsidence**

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

#### **Unfurnished**

Insufficiently furnished for normal living purposes. Furnished means equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

#### **United Kingdom**

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

#### **Unoccupied**

Not lived in by **you** or by anyone with **your** permission.

# Your Distinct Home policy

## Your policy wording

The schedule, together with this policy booklet, sets out the cover **you** have selected. It is important that **you** read these carefully to ensure that all details are shown correctly and **your** requirements have been met. To ensure that **you** remain fully protected **we** recommend that **you** review sums **insured** and policy limits periodically and contact **your** insurance adviser if they become inadequate.

## Choice of law

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

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

## Use of language

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

## Your cancellation rights

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

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

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

To cancel, please contact **your** insurance adviser at the address shown on **your** schedule.

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

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

## Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## 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.

# Contract of insurance and information and changes we need to know about

## **The contract of insurance**

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

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

- **your** policy booklet;
- information contained on **your** Statement of fact document as issued by **us**, application form and any additional questionnaire(s);
- **your** schedule;
- any clauses endorsed on **your** policy, as set out in **your** schedule;
- any changes to **your home** insurance policy contained in notices issued by **us** at renewal;
- the information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew **your** policy.

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.

## **Information and changes we need to know about**

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

Please tell **your** insurance adviser immediately to let **us** know if there are any changes to the information set out in the application form and/or Statement of Fact or on **your** schedule. **You** must also tell **your** insurance adviser immediately to let **us** know about the following changes:

- any intended alteration to, extension to or renovation of **your** property, unless the value of the work is under £100,000;
- any change to the people **insured**, or to be **insured**;
- any change or addition to the **contents** or the property to be **insured** that results in the need to increase the amounts **insured** or the limits that are shown on **your** policy schedule;
- if **your** property is to be lent, let, sublet, or used for business purposes (other than occasional clerical work);
- if **your** property is to be **unoccupied** for any continuous period exceeding 60 days, or;
- if any member of **your** household or any person to be **insured** on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt please contact **your** insurance adviser.

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

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

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

# Buildings

## Cover

### Section A

#### The buildings

Loss or damage to the **buildings**.

Loss or damage to newly acquired fixtures and fittings for the **buildings**, up to 25% of the **buildings** sum insured, provided **you** request cover for the items within 45 days of acquisition, provide appropriate details to **us** and pay **us** any required additional premium. **We** reserve the right not to insure the newly acquired fixtures and fittings after the 45th day.

#### Exclusions to all buildings sections

(See also General exclusions)

The **excesses** shown in **your** schedule. No **excess** applies to Sections I and J.

Malicious damage, theft or attempted theft caused by **you**, **your** paying guests or tenants.

Loss or damage caused by theft, attempted theft or malicious persons after the **home** has been left **unfurnished** or unoccupied for more than 60 consecutive days.

Loss or damage caused by escape of water from or freezing of water in water tanks, pipes, apparatus or fixed heating systems after the **home** has been left **unoccupied** or **unfurnished** for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period 1st of October to 31st of March inclusive, at a minimum temperature of ten degrees Celsius, or the water supply is turned off at the mains and the system drained.

Storm or flood damage to fences, gates and hedges (unless following impact by falling trees).

Loss or damage caused by or arising from defective materials, defective design or defective workmanship. **We** will pay for any resultant damage unless another exclusion applies.

Damage caused by **settlement**, or by shrinkage or expansion of parts of the **buildings**.

Loss or damage by **subsidence**, **heave** or **landslip**:

- to swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, domestic fixed fuel tanks or lamp posts unless a claim is accepted for such damage to the **home**
- if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence**, **heave** or **landslip**, unless **you** told **us** about this and **we** accepted it
- caused by coastal or river erosion
- to solid floors, caused by compaction of infill.

### Section B

#### Additional expenses

When a claim is accepted under Section A **we** will also pay:

- architects' and surveyors' fees necessary for the reinstatement of the **buildings**
- the necessary cost of removing debris, demolishing, shoring or propping up the damaged parts of the **buildings** which **we** have agreed, in writing, to pay
- the additional cost of reinstatement of the **buildings** which has to be paid to comply with statutory or other building regulations or municipal or local authority bylaws
- the reasonable costs of debris removal of fallen tree(s) or branches of the whole tree(s) if they have been totally or partly uprooted.

We will not pay for:

- fees for preparing any claim
- any cost **you** are legally liable to pay because of a notice served on **you** before the date of loss or damage
- costs **you** have to pay for removing any part of the tree(s) that is still below ground and/or for restoring the site.

## Section C

### **Rent and alternative accommodation**

When a claim is accepted under Section A and cannot be lived in **we** will pay for the undernoted costs from the date of loss until the **home** can be lived in again for:

- reasonable additional costs which have to be paid for comparable alternative accommodation for **you** and **your** domestic pets and horses
- rent which **you** still have to pay
- rent which **you** would have received if **you** had been renting out all or part of the **home**.

The most **we** will pay under this section is the **buildings** sum insured.

## Section D

### **Compulsory evacuation**

If a local authority prohibits **you** from living in the **home** following loss or damage to a neighbouring property **we** will pay reasonable additional costs which have to be paid for comparable alternative accommodation for **you** and **your** domestic pets and horses for a period up to 30 days from the date of compulsory evacuation.

## Section E

### **Temporary removal of fixtures**

Loss or damage to permanent fixtures while temporarily removed from the **home** to another building for periods up to 60 days for restoration, renovation, repair or safekeeping.

## Section F

### **Garden cover**

If **your** garden at your home is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft; and/or
- collision by vehicles, animals, aircraft or anything dropped from them; and/or
- any unlawful trespass

**we** will pay the cost of re-landscaping, removal of litter, repairing gates and fences up to £25,000 or 10% of the **buildings** sum insured, whichever is the greater, but not more than £5,000 in respect of theft or attempted theft.

## Section G

### **Tracing and accessing leaks**

**We** will pay the reasonable costs, up to the **buildings** sum insured, for removing and replacing any part of the **buildings** necessary to find and repair the source of any:

- escape of water from water tanks, pipes, apparatus or fixed heating systems of the **buildings**
- escape of heating fuel.

## Section H

### Sale of buildings

We will pay up to the sum insured on **buildings** to any purchaser of your **buildings** for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts or conclusion of missives and completion date and provided the **buildings** are not otherwise insured by the purchaser or on their behalf.

## Section I

### Your liability to the public

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

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

occurring during the **period of insurance** and incurred by **you**:

- a) as owner (but not as occupier) of the **buildings**; or
- b) under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which **you** previously owned or occupied.

If **you** cancel this section, the cover provided under b) will continue for a period of seven years in respect of any **home** insured by this section before cancellation, provided no other policy covers this liability.

We will not pay more than £10,000,000 for any one claim or claims arising from one occurrence.

We will also pay all **your** costs and expenses incurred with **our** written consent.

In the event of **your** death we will provide cover for **your** personal representatives against any liability incurred by **you** and insured under this section.

### Exclusions

(See also General exclusions)

Liability:

- in respect of bodily injury to or sickness contracted by any employee when injury or sickness arises out of and in the course of his/her employment by you
- in respect of loss or damage to property belonging to you or in your custody or control
- caused directly or indirectly in connection with any motorised vehicle for which insurance or security under any road traffic legislation is required
- arising under any agreement entered into by you unless that liability would have applied even if the agreement did not exist
- arising in connection with your trade, business or profession.

### Important note

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

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

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

To protect yourself, **you** will need to arrange contents insurance which provides "Occupiers liability" cover.

### Defective Premises Act 1972

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



## Section J

### Pest definitions

Where the following words are shown in **bold** they have the following meanings given to them. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definitions in this section will apply to this section only.

#### **Emergency**

Sudden and unforeseen **pest contamination** that:

- a) exposes **you** to a risk to **your** health; or
- b) creates a risk of loss of or damage to the **property** and any of **your** belongings forming part of or normally contained within the **property**; or
- c) makes the **property** uninhabitable.

#### **Pest contamination**

Sudden and unforeseen infestation of the **property** by any of the pests detailed in the 'Schedule of Pests' which are covered under this policy section.

#### **Property**

The domestic or private premises that is **your** principal permanent place of residence as stated on the policy schedule, used for domestic purposes, including furnished/habitable outbuildings not attached to the main residence but within the property's boundaries. This definition excludes properties in multiple occupancy, second homes, holiday homes, mobile homes and commercial premises.

#### **You/your**

The permanent occupier of the **property** as recorded on the policy schedule and other persons who normally reside with **you** at **your property**.

### Cover

1. The insurance provides professional extermination and control of the pests detailed in the 'Schedule of Pests' below. The cover is for **emergency pest contamination** in the **property** at the address on **your** policy schedule, including its cellars and adjoining outbuildings. In respect of wasp and hornets' nests the cover extends to the garden of the **property**. **We** will pay up to £500 (including VAT) per incident.

#### Schedule of Pests

Brown rat	Black rat
House mouse	Field mouse
Wasps' nest	Hornets' nest

2. If **you** discover a **pest contamination** of any of the pests detailed in the 'Schedule of Pests' **you** should tell **us** on the emergency hotline number **0800 051 1750**. **We** will then arrange for an approved contractor to visit the **property** and to take the appropriate action to clear the **pest contamination**.
3. Claims must be made via **our** 24-hour emergency hotline by **you** or a person calling on **your** behalf at the time of the emergency. **We** regret that **we** will not cover the costs of any action taken by contractors not authorised by **us** in advance.
4. In order for **us** to verify **your** cover **you** must quote **your** policy number when calling to make a claim and produce **your** policy summary if requested.

#### **Exclusions**

(See also General exclusions)

1. **We** are not liable for any of the following:
  - a) infestations known to exist at the insured **property** prior to commencement of this policy
  - b) damage to decorations or to any wall partition or ceiling including wallpaper and paintwork caused by pests directly or indirectly
  - c) infestation of communal areas
  - d) infestation of gardens and outbuildings not covered under the definition of **property** within this section

- e) damage to the structure or masonry or fixtures or fittings caused by pests directly or indirectly
- f) infestation in a **property** that has been **unoccupied** for more than 60 consecutive days.
- g) cost of proofing works or further recommendations made by our approved contractor following attendance. It is your responsibility to follow these recommendations to allow policy cover to be maintained.

### Conditions

(See also General conditions)

1. **You** shall give reasonable access to enable the contractor's service technicians to apply appropriate treatments. Furthermore, it is conditional upon **you** that **you** follow any recommendations made by the service technician on pest prevention and hygiene measures. **You** must also take all reasonable measures to prevent pest contamination in the first place.
2. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
3. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover which may have been caused by the action of a third party against whom **you** have a legal right of action.

## Buildings conditions

### Sum insured condition

The sum insured must be sufficient to cover the full cost of rebuilding the **buildings** to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

### Index linking

The sum **insured** will be changed each month and re-stated annually at renewal date in line with any increase in the level of the House Rebuilding Cost Index or a suitable alternative index chosen by **us**.

The amended sum insured and renewal premium will be shown on **your** renewal notice. Index linking will continue during replacement or repair following loss or damage provided that replacement or repair is carried out without unnecessary delay.

### Claims settlement

**We** will settle **your** claim by reinstating, replacing or repairing the damaged part(s) of the **buildings**.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim. However, **we** will not pay for any reduction in market value of the home following reinstatement, replacement or repair to the damaged part(s).

The most **we** will pay for loss or damage arising out of one occurrence is the sum **insured** stated in the schedule. However, if the sum insured has been based on a rebuilding cost valuation by a professional valuer or surveyor, index linked continuously since the date of valuation and adjusted to reflect any subsequent alterations or extension to the **buildings**, **we** will cover the full cost of rebuilding the **buildings** to the same specification.

If the repair or replacement is not carried out, **we** will pay the reduction in market value resulting from the loss or damage but not exceeding what it would have cost to repair or replace.

### Large loss excess waiver

**We** will not deduct any **excess** (that **you** have selected) shown on **your** schedule in the event of a loss where **we** have agreed to make a total claim payment of more than £25,000.

Where **we** refer to the term 'reasonable' in Sections B, C, D and G, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

### Pairs, sets and suites

In the event of loss or damage to parts of **buildings** which form part of a set of common design **we** will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

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.

# Contents

## Cover

### Section A

#### **The contents**

Loss of or damage to **contents** at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss or damage to newly-acquired **contents** up to 25% of the **contents** sum **insured**, provided **you** request cover for the item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay **us** any required additional premium.

**We** reserve the right not to insure the newly-acquired item(s) after the 45th day.

#### **Exclusions to all contents sections**

(See also General exclusions)

The **excess** shown in **your** schedule. No **excess** applies to Sections D, H and N, or to claims arising from loss or damage to food in freezers and/or refrigerators.

Malicious damage, theft or attempted theft caused by **you**, **your** paying guests or tenants.

Loss or damage at the **home** caused by theft, attempted theft or malicious persons after the **home** has been left unoccupied for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems after the **home** has been left **unoccupied** for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period 1st of October to 31st of March inclusive, at a minimum temperature of ten degrees Celsius, or the water supply is turned off at the mains and the system drained.

Loss or damage to food in freezers and/or refrigerators caused by the power supply authority or its employees deliberately cutting off or reducing the supply.

Theft of pedal/electric cycles away from the **home** unless in a building or securely locked to an immovable object.

Loss or damage by **subsidence**, **heave** or **landslip** caused by coastal or river erosion.

In respect of **personal money**:

- losses not reported to the police
- shortages due to error or omission.

Theft of trailers/non-motorised horseboxes up to 4.5 metres in length unless attached to the towing vehicle, kept in a locked building or secured by a wheel clamp or hitch lock when unattended. Theft cover is restricted to within the boundaries of the land belonging to the **home** unless attached to the towing vehicle.

### Section B

#### **Rent and alternative accommodation**

When a claim is accepted under Section A and cannot be lived in **we** will pay for the undernoted costs from the date of loss until the **home** can be lived in again:

- reasonable additional costs which have to be paid for comparable alternative accommodation for **you** and **your** domestic pets and horses
- rent which **you** still have to pay
- rent which **you** would have received if **you** had been renting out all or part of the **home**.

The most **we** will pay under this section is the **contents** sum insured (and, where stated in **your** schedule, the combined **art, antiques and collectables** sum insured).

### Section C

#### **Compulsory evacuation**

If a local authority prohibits **you** from living in the **home** following loss or damage to a neighbouring property **we** will pay reasonable additional costs which have to be paid for comparable alternative accommodation for **you** and **your** domestic pets and horses for a period of up to 30 days from the date of the compulsory evacuation.

## Section D

### Loss of keys

If keys to the locks of:

- external doors to the home; or
- alarm systems or domestic safes fitted in the home

are lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

## Section E

### Fuel and metered water

Accidental loss of domestic heating fuel and metered water.

#### Important information

Oil storage tanks and supply pipes

If **your home** uses oil, it is a condition of this policy that **you** keep oil storage tanks and supply pipes in good condition. To ensure equipment is maintained, as well as carrying out visual checks yourself, **you** should arrange for the oil storage tank and supply pipes to be serviced at least every 3 years by a competent technician.

Any claim for loss, damage or liability which is the result of wear and tear will be covered if **you** are able to provide evidence of a service 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**.

## Section F

### Trauma and Assault cover

We will pay:

- Following a violent crime committed against **you** or **your** domestic employees by a third party at the **home**, or an **aggravated assault** committed against **you** away from the **home** including a **stalking** threat, or **carjacking** committed against **you** or **your** domestic employees:
  - Up to £25,000 for professional counselling, medical or psychiatric services
  - Up to £10,000 for temporary accommodation for up to seven days after the event, to carry out agreed improvements to physical security at the **home** and/or to seek advice from professional security consultants.
  - Up to £15,000 for necessary conveyancing, removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move house and had not already planned to do so
- £50,000 if within 12 months, **you** die as a direct result of injury caused during the event
- Up to £5,000 as a reward for information which leads to the arrest and conviction of the person(s) criminally responsible for theft, attempted theft or violence against **you** or **your** domestic employees during the event
- £50,000 if within 12 months, **you** die as a result of injury caused in the **home** by fire, lightning or explosion
- Up to £50,000 for necessary alterations to the **home** if **you** are permanently disabled as a result of the event or an accident in the **home** during the **period of insurance**.

## Section G

### Automatic increase in sum insured

The **contents** sum **insured** is automatically increased by 25% in total:

- during the period 30 days before and 30 days after **your** wedding to cover wedding gifts
- during the period 30 days before and 30 days after the following religious festivals to cover newly-acquired gifts and provisions owned by **you** for these festivals:
  - Buddhist – Wesak
  - Christian – Christmas (Orthodox and Western)

- Hindu – Diwali
- Islamic – Eid ul-Adha and Eid ul Fitr ('Id al-Fitr)
- Jewish – Passover, Rosh Hashanah and Hanukkah
- Sikh – Vaisakhi (Baisakhi).

## Section H

### **Occupiers', personal and employer's liability**

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

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

occurring during the **period of insurance** and incurred by **you** in the United Kingdom or Republic of Ireland or during temporary visits in the rest of the world:

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

We will not pay more than £10,000,000 for any one claim or claims arising from one occurrence.

In the event of **your** death **we** will provide cover for **your** personal representatives against any liability incurred by **you** and **insured** under this section.

We will also pay all **your** costs and expenses incurred with **our** written consent.

### **Unrecovered court awards**

We will pay up to £10,000,000 for sums which **you** have been awarded but which have not been paid within three months of the date of the award for:

- accidental bodily injury or sickness
- accidental loss of or damage to material property provided that:
  - Section H of this policy would have operated had the award been made against **you**; and
  - the award was made by a court in the **United Kingdom**; and
  - judgement is not subject to a pending appeal.

### **Exclusions**

(See also General exclusions)

Liability

a) arising from the ownership, possession or use of:

- any trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
- any motorised vehicles other than:
  - motorcycles less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**
  - vehicles designed to help disabled persons, (as long as the vehicles are not registered for road use)
  - golf carts and trolleys
  - electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules) for more information)

- any aircraft (including drones) other than powered model aircraft with an engine capacity not exceeding 10cc and/or a wingspan not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays
- any craft or board designed to be used on or in water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated.

b) arising from:

- the occupation of land or **buildings** (other than the **home** or its grounds)
- the ownership of land, **buildings** or immobile property
- any wilful or malicious act
- the transmission of any communicable disease by **you**
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- any agreement entered into by **you** unless that liability would have applied even if the agreement did not exist
- **your** trade, business or profession.

c) in respect of loss of or damage to property belonging to **you** or in **your** custody or control

d) for bodily injury to or illness contracted by **you**.

In respect of liability for bodily injury to or illness contracted by any domestic employee, when the injury or illness arises out of or in the course of his/her employment by **you** the exclusions a) to d) do not apply. However, **we** will not be liable in respect of bodily injury or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union.

#### **Important note**

(If **you** are the owner but not the occupier of the **home** insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If **you** are the owner but not the occupier of the **building** please remember that "Occupier's, personal and employer's liability" does not cover your legal liability as the owner of the **home** and its land. To protect yourself, **you** will need to arrange buildings insurance which provides "Your liability to the public" cover.

#### **Dangerous Dogs Act 1991**

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

## Section I

### **Tenant's liability**

We will pay up to £10,000,000 where **you** are legally responsible as tenant for:

- loss or damage to the **home** and landlord's fixtures and fittings
- accidental breakage of glass and sanitaryware which forms part of the **home**
- accidental damage to cables and underground pipes providing services to or from the **buildings**, septic tanks, cess pits and drain inspection covers.

### **Exclusions**

(See also General exclusions)

Loss or damage excluded under Section A.

Loss or damage while the private dwelling has been left **unfurnished**.

## Section J

### **Title deeds**

We will pay up to £5,000 to prepare new title deeds to the **home**, manuscripts and securities if they are lost or damaged.

## Section K

### **Credit cards**

We will pay for the amount for which **you** are legally responsible, up to £50,000, as a result of fraudulent use of a bank, building society or store card by any unauthorised person.

### **Exclusions**

(See also General exclusions)

Losses not reported to the card-issuing company within 24 hours of discovery.

## Section L

### **Residential care cover**

Loss or damage covered by Section A to **contents** belonging to a parent, domestic partner, child or grandparent of the **insured** while in a nursing home or residential care home in which the parent domestic partner, child or grandparent is resident. The most **we** will pay under this section is up to the **contents** sum insured.

### **Exclusions**

(See also General exclusions)

Loss or damage to **personal money**.

## Section M

### **Student cover**

Loss or damage covered by Section A to **contents** belonging to a permanent member of **your** household in full-time education while they are living and studying away from the **home**. The most **we** will pay under this section is the **contents** sum insured.

## Section N

### **Golf 'hole in one' cover**

We will pay £500 in the event of a hole in one achieved by **you** in an official golf competition.

The scorecards and certificate from **your** club or match secretary must be submitted to **us** in the event of a claim. The most **we** will pay is £500 in any 12-month period.

## Section O

### **Data replacement**

We will pay up to £10,000 for costs incurred in retrieving or reconstructing **your** personal or business data from **your** computers as a result of loss or damage covered under Section A.

## Section P

### **Marquees on hire**

We will insure a marquee that **you** hire temporarily while it is at the premises shown in the schedule against physical loss or physical damage covered under this section which happens during the period of insurance, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most **we** will pay in total for each incident of loss is up to the **contents** sum insured.

## Contents conditions

### Sum insured condition

The sum insured must be sufficient to cover the full cost of replacing the **contents** as new.

### Index linking

The sum insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index.

The amended sum insured and renewal premium will be shown on **your** renewal notice.

### Claims settlement

We will settle **your** claim by:

- replacing the lost or damaged items; or
- paying the cost of repair for those items which can be economically repaired; or
- paying the cost of replacement.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim.

Where **we** refer to the term 'reasonable' in Sections B and C, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

In the event of loss or damage the most **we** will pay for the following types of **contents** is:

- jewellery, watches and guns – £5,000 per item, £10,000 in total
- motorcycles with an engine capacity of less than 51cc, quad bikes, golf carts and vehicles designed to help disabled persons – £10,000 per item
- trailers or non-motorised horseboxes up to 4.5 metres in length - £5,000 per item
- art, antiques and collectables – £35,000 per item
- personal money – £5,000
- personal money while contained in a locked safe in the home – £10,000
- business property – up to the **contents** sum insured (£10,000 in respect of stock).

Additionally, the following limits apply:

- **contents** belonging to visitors – up to the **contents** sum insured
- outdoor items – up to the **contents** sum insured.

### Large loss excess waiver

We will not deduct any **excess** (that **you** have selected) shown on **your** schedule in the event of a loss where **we** have agreed to make a total claim payment of more than £25,000.

### Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.



# Art, antiques and collectables

## Cover

Loss of or damage to **art, antiques and collectables** at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired **art, antiques and collectables** anywhere in the world up to £50,000 in total, provided **you** request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay **us** any required additional premium. **We** reserve the right not to insure the newly-acquired item(s) after the 45th day.

## Exclusions

(See also General exclusions)

The **excess** shown in **your** schedule.

Malicious damage, theft or attempted theft caused by **you, your** paying guests or tenants.

Loss or damage at the **home** caused by theft, attempted theft or malicious persons after the **home** has been left **unoccupied** for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **home** after the **home** has been left **unoccupied** for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period 1st of October to 31st of March inclusive, at a minimum temperature of ten degrees Celsius, or the water supply is turned off at the mains and the system drained.

Items in the custody of dealers, auction rooms, museums or galleries when **insured** in the name of such institutions.

Loss or damage by **subsidence, heave or landslip**, caused by coastal or river erosion.

## Art, antiques and collectables conditions

### Sum insured condition

The sum insured must represent the full acquisition cost of the item(s) or the current market value whichever is greater.

### Index linking

Any sum insured shown in the schedule under the art, antiques and collectables section will not be subject to index linking. It is important the sums shown in this section are reviewed periodically in order that they represent a true and accurate replacement value.

### Claims settlement

We will settle **your** claim for specified items by paying:

- the sum insured if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the sum insured, if the item is partially damaged.

We will settle **your** claim for unspecified items by paying:

- the market value or the single article limit, whichever is lower, if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the single article limit but not exceeding the market value immediately prior to the loss, if the item is partially damaged.

### Extended replacement – Art, antiques and collectables

If, at the time of the loss or damage, the market value of **your art, antiques or collectables** has increased beyond the sums insured stated in the schedule, **we** will pay up to 150% of their sum insured provided **you** can supply **us** with a valuation by a qualified valuer which is no more than five years old.

### Large loss excess waiver

**We** will not deduct any **excess** (that **you** have selected) shown on **your** schedule in the event of a loss where **we** have agreed to make a total claim payment of more than £25,000.

### **Single article limit**

£35,000 per item, unless the item(s) is specified in the schedule.

### **Pairs, sets and suites**

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

### **Death of an artist – increased sum insured**

If since the start of the policy or since the last renewal date, whichever is the later, the value of a work of art specified under this section has to be increased due to the death of the artist within the same period of time, **we** will pay up to 200% of the sum insured for the item concerned in the event of a valid claim.

### **Defective title**

If **you** are legally obliged to return an item of **art, antiques and collectables** to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay:

- for specified items, up to its sum insured in the schedule
- for unspecified items, the market value or the single article limit, whichever is lower.

The most **we** will pay in respect of any one claim or occurrence is £100,000 during the **period of insurance**.

Subject to:

- the item being purchased by **you** and not having been inherited or given to **you**
- **you** having made reasonable enquiries to verify the item's ownership and history prior to purchase and the item having been bought during the **period of insurance**
- the rightful legal owner's claim for the item's return occurring during the **period of insurance**
- **you** notifying **us** of the claim during the **period of insurance**.

# Personal belongings

## Cover

Loss of or damage to items of personal belongings at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired items of personal belongings up to £30,000 in total, provided **you** request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay **us** any required additional premium. **We** reserve the right not to insure the newly-acquired item(s) after the 45th day.

## Exclusions

(See also General exclusions)

The **excess** shown in **your** schedule.

Malicious damage, theft or attempted theft caused by **you**, **your** paying guests or tenants.

## Personal belongings conditions

### Sum insured condition

The sum(s) insured must be sufficient to cover the full cost of replacing the item(s) as new.

### Index linking

The sum(s) insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index chosen by **us**. The amended sum(s) insured and renewal premium will be shown on **your** renewal notice.

### Claims settlement

The most **we** will pay for loss or damage arising out of one occurrence is the amount stated against each item in the schedule.

#### 1. Specified items £30,000 and over

At **your** option **we** will settle **your** claim by:

- paying up to the sum insured if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss (if **we** pay the full sum insured for an item, **you** will surrender the undamaged part of the item to **us**); or
- replacing the lost or damaged item where it is damaged beyond economic repair

provided that an up to date **United Kingdom** valuation, dated no more than five years prior to the date of the loss or damage, is held by **us** or produced by **you** in the event of a claim.

If there is no up to date **United Kingdom** valuation, settlement will be made as per item 2.

### Extended replacement – Personal belongings

If, at the time of the loss or damage, the market value of a specified item of jewellery or watches has increased beyond the sum insured stated in the schedule for that item, **we** will pay up to 150% of the sum insured, provided that **you** can supply **us** with a valuation by a qualified valuer which is no more than five years old.

#### 2. Unspecified items and/or items valued under £30,000 and/or items without **United Kingdom** valuations

**We** will settle **your** claim by:

- paying the cost of replacement if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss; or
- replacing the lost or damaged item.

### Large loss excess waiver

**We** will not deduct any **excess** (that **you** have selected) shown on **your** schedule in the event of a loss where **we** have agreed to make a total claim payment of more than £25,000.

**Single article limit**

£30,000 per item, unless the item(s) is specified in the schedule.

**Pairs, sets and suites**

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

# Home emergency service

## Definitions

Where the following words are shown in **bold** they have the following meanings given to them. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definitions in this section will apply to this section only.

### **Domestic boiler**

Domestic central heating boiler or warm air unit not exceeding 250,000 BTU or 73.3 kw.

### **Emergency**

An unforeseen situation which, if not dealt with quickly, would:

- damage or cause further damage to the **home**; or
- cause undue risk to **your** health or safety; or
- render the **home** unsafe or insecure.

### **Emergency service**

The provision of the service in the event of an **emergency** under the terms of this section of cover.

### **Engineer**

A qualified person approved and instructed by Distinct to undertake the work.

### **Primary heating system**

The principal heating system in the **home** including a **domestic** boiler serving pipework having a bore not greater than 54mm.

### **Service**

All efforts made by the **engineer** to rectify, limit or prevent damage in respect of the cover provided by this section.

## Cover

We will provide an **emergency service** to **you** by arranging for the call out and up to four hours of labour charges of an **engineer** plus parts or materials up to £1,000 where:

- the **primary heating system** has failed or broken down completely; or
- any one or more of the following has occurred in the **home**:
  - the plumbing or drainage system has either failed or been damaged and internal flooding or water damage is or will be a consequence of that failure or damage
  - the electricity supply system has failed or broken down
  - the only permanently installed cooking system has failed or broken down completely
  - the external locks, doors or windows have either failed or been damaged and that failure or damage renders the **home** insecure
  - the only available key to the **home** has been lost and **you** are unable to replace it or gain normal access
  - the roofing has either failed or been damaged and internal water damage is or will be a consequence of that failure or damage.

If failure of the **primary heating system** or electricity supply system cannot be rectified within 12 hours of the **engineer's** visit to the **home** we will, in addition, pay up to £100 towards the hire of either alternative heating equipment or an electricity generator.

## Exclusions

(See also General exclusions)

Any system, equipment or facility which has not been installed, maintained or repaired in accordance with the manufacturer's instructions or recommendations or has been incorrectly used or modified.

Defective design.

Repairs or renovation to the interior or exterior paintwork or any enamelled or self-cleaning parts of any equipment.

Replacement of or adjustment to light bulbs, light bulb covers, lids, door liners, handles, plastic or metal trim, badges, belts, shelving and containers and any decorative or cosmetic part of any equipment.

Any form of solar heating system and any central heating boiler or source other than a **domestic boiler**.

Central heating fuel tanks, septic tanks and cess pits.

Any wilful act or omission by **you**.

Claims arising after the **home** is left **unoccupied** for more than 31 consecutive days.

Claims arising from the disconnection or interruption of public services to the **home** or the failure or breakdown of the main electricity, water or gas supply system or gas leaks.

Any failure of parts or equipment covered by the manufacturer's or contractor's guarantee or warranty.

Claims arising from circumstances known to **you** prior to the commencement of this insurance.

The repair of any domestic appliance other than a permanently installed cooking system.

## Terms and conditions

1. **We** will only arrange to provide an **emergency** service in respect of **your** main residence.
2. All requests for help must be made by telephoning the helpline on **0800 051 1750** (for claims abroad call **(+44) 1603 208 901**). Calls to 01603 are charged at national rates.
3. At **our** discretion **we** may supply and fit adequate replacement parts or components which are not the same as the original parts. If, at **your** request, **we** supply and fit replacement parts or components which are of a superior specification to the original part **we** reserve the right to require **you** to reimburse **us** any additional costs incurred in the provision of such part or replacement. The **emergency service** and this insurance do not cover replacement of any appliances or equipment in the event of spare parts or components not being readily available. **We** will not be responsible for any loss, damage or inconvenience resulting from delay in the provision of spare parts or components by their manufacturers or suppliers.
4. **You** must use reasonable care and maintain the **home** and its equipment in good order.
5. **You** will be liable for the cost of attendance of an **engineer** at the **home** if, having requested the **emergency service**, **you** are not at the **home** at the agreed time the **engineer** arrives or if failure of the **primary heating system** is due to **your** not turning it on or lighting it up or to the need for adjustment to time or temperature controls.
6. **Your** needs may exceed the cover provided by the **emergency service**. In such cases **you** will be offered the required service but **you** will be required to pay any costs exceeding the cover given by this section, and any charges for which **you** are responsible should either be made to the **engineer** at the time the **emergency service** is provided or, where **we** make payment on **your** behalf, be reimbursed to **us** within 14 days of our invoice.



# Caravan

## Cover

### Section A

#### **The caravan**

Loss or damage anywhere in the world to the **caravan** and ancillary equipment comprising awnings and general camping equipment.

#### **Exclusions**

(See also General exclusions)

The **Excess** shown in **your** schedule.

Theft or attempted theft of the **caravan** when unattended and not attached to the towing vehicle unless secured by a wheelclamp or hitchlock.

Theft of fixtures, fittings, furnishings and utensils from the **caravan** while unattended unless the **caravan** is securely locked and force and violence are used to gain entry.

Loss of use.

Loss or damage by frost.

Damage to tyres by the application of brakes or by punctures, cuts or bursts.

Loss of or damage to self-propelled **caravans**, personal effects or luggage.

Business or professional use or letting out on hire.

### Section B

#### **Liability to third parties**

We will pay for **your** legal liability to pay both damages and costs and expenses in respect of:

- accidental bodily injury or sickness
- accidental loss of or damage to material property

occurring during the **period of insurance** in the **United Kingdom** or Republic of Ireland and in the remainder of the world in respect of temporary visits.

We will treat as though the **insured** any person who is in charge of the **caravan** on **your** order or with **your** permission provided that such person:

- is not entitled to cover under any other policy
- shall, as though the **insured**, be subject to the terms, exclusions and limitations of this policy in so far as they can apply.

The maximum **we** will pay for damages in respect of any one claim or claims arising from one occurrence is £2,000,000.

We will also pay all costs and expenses incurred with **our** written consent.

#### **Exclusions**

(See also General exclusions)

Liability arising from:

- a) the ownership, possession or use of any motorised vehicle
- b) any agreement entered into by **you** except to the extent that liability would have applied even if the agreement did not exist
- c) bodily injury or sickness contracted by any person under a contract of service or apprenticeship with **you**, when the injury or sickness arises out of or in the course of his/her employment by **you**.

Liability in respect of loss of or damage to property belonging to **you** or in **your** custody or control. Actions brought against **you** in courts other than in the **United Kingdom** or Republic of Ireland.



## Caravan conditions

### **Sum insured condition**

For **caravans** 24 months old or less the sum insured must be sufficient to cover the cost of replacing the property as new. However, in respect of **caravans** over 24 months old, an appropriate allowance should be made for wear, tear and depreciation.

### **Claims settlement**

We will settle **your** claim by replacement, reinstatement, repair or payment.

In settling claims for loss or damage under Section A the basis of **settlement** will be:

- a) in the event of partial loss or damage resulting from any one occurrence – the reasonable cost of repair or reinstatement not exceeding the sum insured stated in the schedule
- b) in the event of total loss **our** liability shall not exceed the sum insured stated in the schedule.

A deduction for wear, tear and depreciation will be made other than in respect of the **caravan** when a total loss occurs within 24 months of its purchase from new.

We will in addition pay:

- a) the reasonable cost of protection of the **caravan** and removal to the nearest repairers if it is disabled by reason of loss or damage insured under Section A
- b) the reasonable cost of delivery to **your** address as stated in the schedule after repair of such loss or damage.

Where **we** refer to the term 'reasonable' in the settlement of claims **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

# Small craft

## Definitions

Where the following words are shown in **bold** they have the following meanings given to them. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definitions in this section will apply to this section only.

### **Craft**

Any sailing boat, catamaran, powered boat, dinghy, jet ski, sailboard, surfboard, rowing boat or canoe as described in the schedule.

### **Geographical limits**

The countries and cruising range covered by this section:

The **United Kingdom** and Republic of Ireland and their waters up to a distance of 12 miles offshore.

### **You/your**

In this section **you** and **your** shall mean the **insured** named in the schedule and any other competent person navigating or in charge of the **craft** with the permission of the **insured**.

## Cover

Cover applies for claims occurring during the **period of insurance** within the **geographical limits**.

## Section A

Accidental loss of or damage to the **craft** described in the schedule including inboard engine (if any), normal gear and equipment, plus the following items if declared:

- outboard motor
- trailer/trolley.

Insurance against theft is restricted to:

- a) theft of the entire **craft** including outboard motor if fixed
- b) theft of gear or equipment following forcible and violent entry into the **craft** or locked store
- c) theft of any outboard motor
  - i) fixed securely to the **craft** and fitted with an approved anti-theft device
  - ii) if such theft follows forcible and violent entry into the **craft** or locked store
- d) theft of trailer/trolley.

### **Exclusions**

(See also General exclusions)

£50 **excess** (except for total loss) increasing to £150 in respect of motor powered **craft** and outboard motors.

One third of the cost of replacement or repair of sails, masts, spars, standing and running rigging while any non-powered **craft** is racing, unless the loss or damage is caused by the:

- **craft** being stranded, sunk, on fire, burnt, in collision or in contact with any external substance (ice included) other than water
- bruising, scratching and denting while the **craft** is in transit or in course of loading or unloading in connection with such transit.

Loss or damage occurring while in transit by air.

Damage to trailer tyres by the application of brakes or by punctures, cuts or bursts.

Loss of or damage to inboard motor and electrical machinery and batteries and their connections (excepting only the propeller and shaft) unless caused by fire or by the **craft** being stranded, sunk or in collision or by theft as described in Section A.

Loss of or damage to outboard motors caused by dropping off or falling overboard, unless the motor is fitted to the **craft** with an approved safety device.

Loss of or damage to the **craft** caused by deliberately running ashore.

Loss, damage or liability arising while any motor-powered **craft** is taking part in any official race or speed test.

The cost of repairing or replacing any defective part condemned solely because of a latent defect or error in design or construction.

Loss of or damage to oars or paddles while in use.

Loss or damage occurring while any canoe is being used in slalom events or in white water.

Damage to jet skis and turbojet speedboats caused by substances drawn into the machinery.

## Section B

### Liability to third parties

We will pay for **your** legal liability, by reason of **your** interest in the **craft**, to pay both damages and costs and expenses in respect of:

- accidental bodily injury or sickness
- accidental loss of or damage to material property

occurring during the **period of insurance** within the **geographical limits**.

We will also pay for **your** liability to pay the cost of raising the **craft** or removing the wreck of the **craft** under the regulations of any port, harbour or like authority, as a direct result of any loss or damage covered by Section A occurring during the **period of insurance** within the **geographical limits**.

The maximum **we** will pay for damages in respect of any one claim or claims arising from one occurrence is £1,000,000.

We will also pay all costs and expenses incurred with **our** written consent.

## Exclusions

### Liability:

- a) incurred by any person who operates or is employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation
- b) arising while the **craft** is being towed by or is attached to a motor vehicle
- c) in respect of loss of or damage to property belonging to **you** or in **your** custody or control
- d) to or incurred by any person engaged in water-skiing, aquaplaning, ski-kiting, paragliding, parachute skiing or similar activities while being towed by the **craft** or preparing to be towed or after being towed, until safely on board the **craft**
- e) for bodily injury to or sickness contracted by **you** or by any employee when such bodily injury or sickness arises out of or in the course of his/her employment by **you**.

## Section C

### Medical expenses

We will pay up to £200 towards any doctor's or surgeon's fees for attending **you** following accidental bodily injury sustained as a direct result of the **craft** sinking or being in collision with any external object (ice included) other than water.

## Small craft conditions

1. At all times during the **period of insurance**:
  - a) the **craft** must be:
    - i) seaworthy or otherwise fit for the purpose and use intended and due diligence must be exercised in the maintenance and use of the **craft**
    - ii) designed to produce a maximum speed not exceeding 50 miles per hour (43 knots)
    - iii) used solely for private pleasure purposes and not let out for hire or reward
    - iv) not left, moored or anchored unattended off any exposed beach or shore.
  - b) all bottled gas equipment must comply fully with the appropriate British Standards codes
  - c) trailer(s), if covered, must be secured with an anti-theft device when left unattended.

2. Additional conditions and exclusions applying only to **craft** with a designed speed exceeding 20 miles per hour (17 knots):
  - a) when the **craft** is under way **you** must be on board and in control of the **craft**
  - b) no claim will be payable in respect of:
    - i) loss of or damage to the rudder, propeller, strut, shaft or motor and its connections, unless caused by the **craft** being stranded, sunk, on fire or in collision with another vessel, pier or jetty or by theft as defined in Section A
    - ii) loss, damage or liability arising while the **craft** is taking part in any official race or speed test
  - c) if the **craft** is fitted with an inboard engine no loss, damage or liability will attach to this policy in respect of any claim caused by or arising through fire and/or explosion unless the **craft** is equipped in the engine room or engine space, tank space and galley with a fire extinguishing system automatically operated or having controls properly installed and maintained in efficient working order at the steering position.
3. Additional conditions and exclusions applying only to jet skis:
  - a) if the jet ski is being used to tow water skiers a 'lookout' must be carried at all times
  - b) cover in respect of theft applies only while the jet ski is kept in a locked store or is secured to an immovable object by an approved anti-theft device whenever not in use
  - c) the jet ski must be fitted with a 'kill-cord' to cut off power and this must be used in accordance with the manufacturer's instructions.
4. Inflatables, canoes, sailboards or surfboards must be removed from the water and stored ashore when not in use.

#### **Claims settlement**

We will settle **your** claim by replacement, reinstatement, repair or payment.

In settling claims for loss or damage under Section A the basis of **settlement** will be:

- a) in the event of partial loss or damage resulting from any one occurrence – the reasonable cost of repair or reinstatement not exceeding the sum insured stated in the schedule; or
- b) in the event of total loss **our** liability shall not exceed the sum insured stated in the schedule. A deduction for wear, tear and depreciation will be made
- c) all expenses reasonably and properly incurred by **you** in the defence, safeguarding and recovery of the **craft** provided such expenses are incurred to minimise a covered loss
- d) all sums which **you** become legally liable to pay in respect of salvage of the **craft**.

The sum insured will not be reduced by the amount of any claim payment except in so far as the claim relates to the total loss of any item(s) specified in the schedule.

Where **we** refer to the terms 'reasonable' or 'reasonably' in the settlement of claims **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

# Personal lawyer cover

Personal lawyer cover is underwritten by Aviva. Claims handling is undertaken by Arc Legal Assistance Limited or such other company as **we** notify **you** of from time to time.

## Making a claim

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

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

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a claim call **us** on **0800 051 1718**.

As soon as **you** are aware of an **event**, **you** should get legal advice from the helpline without delay. Please have **your** policy number to hand as this will be requested when **you** call.

This cover is intended to provide **you** with an **appointed representative** from **our** panel. If **you** opt to choose **your** own **appointed representative**, rather than one from **our** approved firms, there may be limits to the costs **we** can cover. For example, the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid **our appointed representative**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. See the section 'Claims - Freedom to choose **your appointed representative**' for further terms and conditions.

## Definitions

Where the following words are shown in **bold** they have the following meanings given to them. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definitions in this section will apply to this section only.

### **Appointed representative**

A suitably qualified person appointed by **us** to act on **your** behalf.

### **Consumer**

A natural person acting for purposes which are outside his/her trade, business or profession.

### **Costs and expenses**

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

### **Event**

The incident or the first in a series of incidents (as described in the **Insured events** section) which in **our** reasonable opinion, could lead to a claim being made under this section of the policy.

In claims relating to **medical treatment**, **event** means the date when **you** or **your** personal representative first knew or should have known of an injury or death caused by the **medical treatment**.

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

Only one **event** shall be deemed to have arisen from all causes of action, incidents, or events that are related by cause or time.

If you need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on 0800 051 1718 for assistance.

### **Full enquiry**

An extensive examination by H M Revenue and Customs which considers all aspects of **your** tax affairs.

### **Home**

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

### **Legal proceedings**

- a) For the pursuit or defence of a claim for damages
- b) Specific performance
- c) Injunction  
dealt with by:
  - negotiation
  - a civil court
  - a tribunal
  - arbitration
  - any other body

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

### **Medical treatment**

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

### **Prospects of success**

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

- a) recover damages or obtain any other legal remedy which **we** have agreed to
- b) make a successful defence
- c) make a successful appeal or defence of an appeal.
- d) recover damages which are higher than any **costs and expenses** which may be incurred.

**Prospects of success** will be assessed by **us** or an **appointed representative** on **our** behalf.

### **Territorial limits**

The European Union, the Isle of Man, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey (west of the Bosphorus).

### **Cover**

**We** will insure **you** for any **costs and expenses** incurred in respect of **legal proceedings** arising from a circumstance as described in the **Insured events** section provided that:

- a) the **event** occurs within the **territorial limits** and **period of insurance**
- b) any **legal proceedings** will be conducted within the **territorial limits**
- c) **prospects of success** exist for the duration of the claim
- d) in respect of any appeal or defence of an appeal, it has been reported to **us** at least 10 working days prior to the deadline for any appeal
- e) the maximum amount **we** will pay for **costs and expenses** in respect of any or all claims arising from one cause is the amount shown in **your** schedule
- f) **you** report an event to **us** as soon as possible, and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

## Insured events

### 1. Personal injury

- a) An incident which causes death or bodily injury to **you**.
- b) Physical damage to **your** personal belongings due to an incident which caused death or bodily injury to **you**.
- c) Medical treatment which causes death or bodily injury to **you**.

We will not cover any claim relating to:

- a motor vehicle whilst **you** are driving
- any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

### 2. Consumer disputes

- a) An incident that results in a dispute regarding an agreement for the

- sale
- purchase
- hire

of any goods or services entered into by **you** in **your** capacity as a consumer.

- b) A breach of **your** legal rights under section 13 of the Data Protection Act 1998 or any subsequent amending legislation including the General Data Protection Regulation (Regulation (EU) 2016/679) or any legislation implementing the General Data Protection Regulation or any replacement legislation in respect of any of the foregoing.

We will not cover any claim:

- where the amount in dispute is less than £125
- where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made
- in relation to extending, altering or renovating **buildings** or parts of them.

### 3. Property disputes

- a) An incident that results in a dispute relating to:

- the interference of **your** use, enjoyment or right over **your home**
- physical damage to **your home**.

We will not cover any claim:

- in relation to extending, altering or renovating **buildings** or parts of them
- relating to subsidence, **heave**, **landslip**, mining or quarrying
- relating to planning law including town and country planning legislation
- in respect of the defence of a claim relating to damage to **your home**, other than defending a counter-claim.

- b) An incident that results in a dispute regarding an agreement for the sale or purchase of **your** main private residence

We will not cover any claim:

- where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another **insurer** continuously from or before the date on which the agreement was made.

#### Data Protection Act 1998

The Data Protection Act 1998 provides for the regulation of the use of information relating to living individuals. Section 13 relates to the right of an individual who has suffered damage as a result of a contravention of his or her rights under the Data Protection Act to claim compensation. For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)), the website of the Information Commissioner ([ico.gov.uk](http://ico.gov.uk)) or contact the Citizens Advice Bureau.

c) An incident that results in a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your home**.

**We** will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement
- in respect of the defence of a claim other than defending a counter-claim
- where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

Under (a), (b) and (c) **we** will not cover any claim relating to any **home** which is not **your** main private residence.

#### **4. Employment disputes**

An incident that results in a dispute with **your** employer regarding **your** contract of employment or a breach of **your** legal rights under employment laws.

**We** will not cover:

- any claim relating solely to personal injury
- any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
- disputes with **your** employer which started prior to, or within the first 90 days of inception of this cover, unless **you** had similar cover which expired immediately before this cover began.

In the case of a dispute with your employer we strongly urge that you seek advice from the legal helpline at the outset to understand your rights and what you should do to try to resolve the dispute.

#### **5. Tax disputes**

A full enquiry carried out by H M Revenue and Customs following the submission of **your** personal self-assessment tax return. **We** will negotiate with H M Revenue and Customs on **your** behalf and represent **you** in any appeal proceedings in the event that agreement is not reached by negotiation.

**We** will not cover any claim:

- if **you** are self-employed or in a business partnership
- in respect of any claim arising from an investigation by H M Revenue and Customs Special Compliance Office
- for enquiries which are limited to one or more specific aspects of **your** personal self-assessment tax return.

#### **6. Motor prosecution**

Defend a motoring prosecution as long as the offence occurred within the **period of insurance**.

**We** will not cover any claim:

- where **you** were driving a motor vehicle without a valid licence and/or insurance
- involving parking or obstruction offences
- where **you** are being prosecuted for driving whilst under the influence of drink or drugs.

#### **7. Jury service**

**We** will pay **your** salary or wages for the time that **you** are off work while attending for each half or whole day of such attendance, as far as they are not recoverable from the court or **your** employer. The amount **we** will pay is based on the following:

- a) the time **you** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is 8 hours
- b) if **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages
- c) if **you** work part-time, the salary or wages will be a proportion of **your** salary or wages.

**We** will not cover any claim if **you** are self-employed.



## Section exclusions

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

Also refer to the General exclusions shown at the back of this booklet.

- a) If **you** do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if **you** can claim under another policy.
- b) **Costs and expenses** incurred prior to **our** written acceptance of a claim.
- c) Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**.
- d) Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- e) Any claim deliberately or intentionally caused by **you**.
- f) Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters.
- g) Any claim in respect of libel and slander.
- h) A dispute with **us** (except for disputes covered under the **Employment disputes** section).
- i) A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- j) A dispute between **you** and someone
  - related to **you** or who is **insured** under this policy
  - **you** live with or have lived with.
- k) Any claim relating to work by or under the order of government, public or local authority.
- l) Any claim related to leases, tenancies or a licence to occupy (except as provided for under **Property disputes** part (c)).
- m) An application for judicial review.
- n) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- o) Disputes relating to new areas of law, test cases or class actions.
- p) Any claim **we** reasonably believe **you** knew, when **you** took out this insurance, was likely to happen.

## Section conditions

The following conditions apply to this section.

Also refer to the General conditions shown at the back of this booklet.

### 1. Claims – your duty

**You** must report an event to **us** as soon as possible and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

### 2. Claims – freedom to choose your appointed representative

#### The Contracts (Rights of Third Parties) Act 1999

This Act allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.

- a) i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist **appointed representative**, **you** are free to choose **your own appointed representative** by sending us their name and address.
- ii) **We** will appoint that **appointed representative** subject to their acceptance of **our** standard terms of appointment.

iii) We will only pay **costs and expenses** up to the amount we would have paid our **appointed representative**. This amount is currently £100 per hour and can vary from time to time at our discretion.

These terms could mean you may be liable for additional funding which your own **appointed representative** should explain to you along with the relevant information contained in the terms of appointment.

iv) Subject to the terms and conditions of this policy we will pay their **costs and expenses** up to the maximum shown on your **schedule**.

- b) If we do not agree to your choice of **appointed representative** under condition 2a, you may choose another suitably qualified person.
- c) If there is still a disagreement with regard to the **appointed representative**, we will ask the president of a relevant national law society to choose a suitably qualified person to represent you. We and you must accept such choice.
- d) In all other circumstances we will be free to choose an appointed representative.
- e) An **appointed representative** will be appointed by us and represent you according to our standard terms of appointment.

### **3. Claims – our rights and your obligations**

- a) We will have direct access to the **appointed representative** who will, upon request, provide us with any information or opinion on your claim.
- b) You must co-operate fully with us and the **appointed representative** and must keep us up-to-date with the progress of the claim.
- c) At our request you must give the **appointed representative** any instructions that we require.
- d) You must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- e) If you do not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a claim, we may refuse to pay further **costs and expenses**.
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

### **4. Discontinuance of a claim**

If you:

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

The cover we provide will end immediately and we will be entitled to re-claim any **costs and expenses** we have incurred from you.

### **5. Recoveries**

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

### **6. Disputes**

If any difference arises between us and you in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the steps outlined in our complaints procedure stated under 'Our service to you'.

### **7. Arbitration**

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

If there is a disagreement with regard to the choice of counsel, we will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

# General exclusions

This policy does not cover:

## **1. War**

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of 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.

## **2. Terrorism**

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

Definition: Terrorism means:

- a) the use or threat of force and/or violence; and/or
- b) actual or threatened harm or damage to life or to property

caused or occasioned by any person or group of persons, in whole or in part, for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

## **3. Other actions**

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- any action taken in controlling, preventing, suppressing or in any way relating to 1. War or 2. Terrorism above.

## **4. Pollution or contamination**

Loss, damage or liability arising from pollution or contamination unless caused by leakage of oil from a domestic oil installation at the home which is:

- a) a sudden, unforeseen and an identifiable accident; or
- b) the result of wear and tear if **you** can provide evidence of a service 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**.

## **5. Gradual loss or damage**

Loss or damage caused by:

- wear, tear or depreciation
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- other gradual deterioration.

## **6. Confiscation**

Confiscation or detention by Customs or other officials.

### **7. Radioactive contamination**

Loss of or damage to property or any legal liability caused directly or indirectly by:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or part of it.

### **8. Sonic bangs**

Loss of or damage to property caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

### **9. Other loss**

Any loss that is not the direct result of the **insured** incident itself.

### **10. Electrical or mechanical breakdown**

Electrical or mechanical breakdown.

# General conditions

These conditions apply to all sections of the policy unless otherwise stated.

## **1. Important notice – information we need to know about**

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

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

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

## **2. Your duty to prevent loss or damage**

- a) **you** and any other person to whom this insurance applies will take all reasonable precautions to prevent accidents, loss or damage
- b) all property insured under this policy shall be maintained in good condition.

## **3. Claims**

Your duty

**You** will, on the happening of any event which is likely to give rise to a claim under this policy:

- a) notify the police as soon as **you** are aware if any property is lost, stolen or maliciously damaged
- b) report to **us** as soon as reasonably possible and in the case of claims involving damage by riot or civil unrest, not less than seven days after becoming aware of the damage and provide all relevant information which **we** may reasonably require to settle **your** claim
- c) take all reasonable steps to recover any lost or stolen property and advise **us** without unnecessary delay if such property is returned to **you**
- d) forward all correspondence, legal documents or any other document to **us** unanswered
- e) not discuss liability with any third party.

**Our rights**

- a) **we** will be entitled
  - i) to take over and conduct in **your** name the defence or settlement of any claim; or
  - ii) prosecute in **your** name for **our** own benefit any claim
- b) **we** will have full discretion in the conduct of any proceedings and in the settlement of any claim
- c) no property may be abandoned to **us**.

**Limit**

In respect of any claim or series of claims for which this policy covers **you** for **your** legal liability, **we** may at any time pay **you**:

- a) the limit stated in the policy (after deducting any sum(s) already paid as compensation); or
- b) any lesser amount for which such claim(s) can be settled.

Once the payment has been made **we** shall give up the conduct and control of, and not be responsible for paying any further amount in connection with, the claim(s) except for the payment of costs and expenses recoverable or incurred before the payment date.

## **4. Fraud**

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

## 5. Other insurance

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

### Important note

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

## 6. Monthly premiums

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

**We** will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General conditions section of this policy booklet.

## 7. Cancelling this policy

### Your right to cancel

Following the expiry of **your** 14-day statutory cooling off period, **you** continue to have the right to cancel **your** policy and/or any additional cover options provided by Aviva at any time during its term.

If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

If **you** cancel **your** policy **we** will also charge a fee of £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

To cancel please contact **your** insurance adviser at the address shown on **your** schedule.

### Our right to cancel

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

Valid reasons include but are not limited to the following:

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

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

If **we** cancel the policy **we** will also charge a fee of £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

**Important note**

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

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

**8. Your duty to keep to the conditions of this policy**

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

# Complaints procedure

## **Our promise of service**

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

## **What will happen if you complain**

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

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

## **What to do if you are unhappy**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting **your** insurance adviser or usual Aviva point of contact.

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

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone:

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

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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





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