

Home Insurance



Policy Document

How to get help

Please call on the numbers below if you need help with the following:

Claims	Contact Details	Opening hours
Claims (For all covers except Legal Services Cover and Home Emergency Cover)	0800 027 9844 Alternatively, you can make a claim online barclays.co.uk/homeinsurance	24 hours a day, 365 days a year
Legal Services Cover claims	0800 051 1712	
Home Emergency Cover claims	0800 015 7054	
Complaints about a claim	0800 027 9844	
Online servicing	Contact Details	Opening hours
Changes to your policy or the information you have provided to us	Go to barclays.co.uk/homeinsurance and scroll down for the Manage policy option	24 hours a day, 365 days a year
Customer Services	Contact Details	Opening hours
<ol style="list-style-type: none"> 1. Questions or changes to your policy or the information you have provided to us 2. To cancel your policy 3. Requests for large print, audio or braille policy documents 4. Complaints (except about a claim). 5. Change unoccupancy period 	0800 015 0246	8am – 10pm Mon-Fri 8am – 6pm Sat 10am – 4pm Sun and Bank holidays

For your and our protection and for training purposes, we may monitor and record telephone calls. Calls to 0800 numbers are free if made from a UK landline. The price on non-BT phone lines may be different.

About Our Insurance Services

In the following section 'we/us/our' refers to Barclays Bank UK PLC and Barclays Insurance Services Company Limited.

Barclays Bank UK PLC arranges travel insurance through Barclays Insurance Services Company Limited, which is a wholly owned subsidiary company of Barclays Bank UK PLC. Both companies are insurance intermediaries.

The registered address of both Barclays Bank UK PLC and Barclays Insurance Services Company Limited is 1 Churchill Place, London E14 5HP.

Regulatory Status

Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

Barclays Insurance Services Company Limited is authorised and regulated by the Financial Conduct Authority.

The Financial Services Register

You can check that we are regulated by the Financial Conduct Authority by visiting their website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Barclays Financial Conduct Authority registration numbers are 759676 and 312078.

Advice or information/ Remuneration

We only offer home insurance from Gresham Insurance Company Limited (which is a member of the Aviva Group) and Hiscox Insurance Company Limited, and we act for and on behalf of these insurers.

Barclays Home Insurance is underwritten by Gresham Insurance Company Limited, the insurer, who when a policy is sold pays us a percentage commission of the total premium. If the type of policy sold also reaches a profit surplus the insurer then pays us a further commission.

This insurance is provided on a non-advised information only basis, so we will not make a personal recommendation about the suitability of this insurance.

Barclays Premium Home Insurance is underwritten by Hiscox Insurance Company Limited. We act as an introducer to Hiscox Underwriting Limited, who arrange Home Insurance for Barclays Premier customers, on behalf of Hiscox Insurance Company Limited, the insurer (see <https://www.barclays.co.uk/premier-banking/current-accounts> for qualification criteria).

Statement of demands and needs

Barclays home insurance policy meets the demands and needs of customers who wish to protect their home,

possessions or both in a flexible way, that meets their individual needs.

This policy is based on covers you have chosen. You have not received advice or a recommendation about the suitability of this policy for your demands and needs from either the insurer or Barclays.

Complaints

We hope that you are happy with the service we provide. However, if you are unhappy with it, we would like to hear from you. You can contact us, by writing to Barclays Customer Service Centre, PO Box 7463, Perth PH2 0YX or or telephone us on 0800 015 0246.

For products you bought online from us, you can also raise a complaint with the Financial Ombudsman Service via the Online Dispute Resolution (ODR) platform provided by the European Commission. You can access the ODR platform here at <http://ec.europa.eu/odr>. You'll need to quote our postal address (Barclays, Leicester, LE87 2BB), website address (barclays.co.uk) and email address ODR@barclays.com to use this service. Although it may be quicker to contact the Financial Ombudsman Service directly.

Following the complaints procedure does not affect your right to take legal action. Details of our complaints procedures can be obtained by calling 0800 015 0246.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may

be entitled to compensation from the FSCS if we cannot meet our obligations, depending on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any limit. Please refer to your policy to find out whether the insurer is also covered by the FSCS. Further information about compensation scheme arrangements is available from the FSCS website fscs.org.uk.

Change of underwriter

From time to time for commercial reasons Barclays Insurance Services Company Limited may decide to change its chosen insurer. In such circumstances we will write to you not less than 21 days before your current insurance expires with details of the new proposed insurer (currently Gresham Insurance Company Limited) and any other current changes to the insurance.

Accordingly, in order to ensure continuity of your insurance you hereby authorise us to

- transfer your data to any new proposed insurer, and for the new insurer to use your personal information in all of the ways set out in this document, and
- consent to receiving its offer of insurance for consideration. Your cancellation rights are not affected.

Data protection

We and other members of the Barclays will collect, use, share and store your information for research and analysis, and to develop and improve our services to you and other customers, and to protect our interests. We will also use your information to manage your policy(ies), provide our services, to prevent and detect fraud, money laundering and other crime, and to meet our obligations to any regulatory authorities.

By “your information” we mean personal (including information you provide us which may include sensitive personal data such as health and conviction details) and financial information we obtain from you or from third parties, such as, joint account holders, credit reference agencies (who may use the Electoral Register or other public or private databases to check your information), fraud prevention agencies or other organisations when you apply for an account or any other product or service or which you or they give to us at any other time.

If you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account(s), you confirm that you have their consent or are entitled to provide this information to us and for us to use it as set out in Guide to Insurance.

Barclays will use your information to inform you by letter, telephone, text (or similar messages), digital television, e-mail and other electronic methods, about products and services (including those of others) which may be of interest

to you. You may tell us if you do not wish to receive marketing communications from us and other members of the Barclays by writing to us or by visiting your local branch and providing your full name, address and account details and the types of communication that you no longer wish to receive (e.g. mail, telephone or email).

We may give information about you and how you use your products and services to the following:

- Fraud-prevention agencies and other organisations who may record, use and give out information to other insurers
- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential
- Anyone to whom we transfer or may transfer our rights and duties under this agreement
- We may also give out information about you if we have a duty to do so or if the law allows us to do so.

We will also share your information with insurers, and their agents, to obtain quotations on an ongoing basis and in the normal course of servicing and administering your insurance.

Otherwise we will keep information about you confidential.

If we transfer your information to a service provider or agent in another country, we will ensure that the same levels of protection are applied as we are required to apply to information held in the UK, and that they use your information only for the purpose of providing the service to us.

Welcome to your Barclays Home Insurance Policy Booklet

Helpful and important information about your insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear and damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
 - tell us about changes which could affect your policy (see page 8)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 12, 21, 34 and 38)
 - take reasonable care of your property (see page 60).

- It is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

How to get help

Claims service

Getting our customers back to normal is our top priority when you need to make a claim.

Contact us directly by phone or using our online claim form whichever is easier for you. [VISIT US and use our online claim form](#) – we'll respond by phone or e-mail as you prefer. Our web address is <https://www.barclays.co.uk/insurance/home-insurance/manage-my-policy/>

CALL US ON – 0800 027 9844*

For claims under all covers except Legal Services and Home Emergency Cover.

For Legal Services call 0800 051 4310 or Home Emergency call 0800 015 7054*.

All our claims lines are open 24 hours a day 365 days a year.

* For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

Legal Services

If you have chosen Legal Services cover and would like free legal or tax advice, or to make a legal claim, phone us on the number found on the inside front cover of this booklet.

Home Emergency service

If you have chosen Home Emergency cover and would like to make a claim under this policy, phone us on the number found on the inside front cover of this booklet.

Changes to your policy

If you have any questions, or want to make any changes to your policy, you can make most changes yourself online or by calling customer services. Details of both can be found on the inside front cover of this booklet.

Telephone call recording

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

Guide to your Barclays Home Policy

How to get help

- 9 Cancellation rights
 - 11 Contract of insurance and Information and changes we need to know about
 - 13 Definitions
 - 16 Buildings section
 - 20 Accidental damage cover to buildings section
 - 22 Buildings matching items cover
 - 23 Buildings conditions
 - 26 Contents section
 - 33 Accidental damage cover to contents section
 - 35 Contents matching items cover
 - 36 Contents conditions
 - 38 Personal belongings section
 - 40 Personal belongings conditions
 - 42 Home Emergency
 - 53 Legal Services
 - 62 General conditions
 - 66 General exclusions
 - 68 Complaints procedure
-

Your Barclays Home Insurance Policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 11, unless otherwise shown for any policy section.

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

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

Choice of Law

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

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

Use of Language

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

Your cancellation rights

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

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

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

To exercise **your** right to cancel, please contact customer services on 0800 015 0246 or write to Barclays Customer Service Centre, PO Box 7463, Perth PH2 0YX.

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

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Customer Services on the number found on the inside front cover of this booklet.

Unoccupancy Period

The standard unoccupancy period is shown on **your schedule**. This means that, should **you** leave your **home unoccupied** for more than the number of days shown on **your schedule** consecutively (without advising **us** in advance) **you** may not be fully covered by your policy.

If **you** would like to increase **your** unoccupancy period at any time please call Customer services on the number found on the inside front cover of this booklet.

Please note that the unoccupancy period under the Home Emergency option may not be varied.

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

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 for events happening 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** usual point of contact immediately if there are any changes to the information set out in the “Information Provided by You” or on **your schedule**. **You** must also tell **your** usual point of contact immediately about the following changes:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom or shower room,
- any change to the people insured, or to be insured,
- any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule,
- if **your** property is to be lent, let, sub-let, or used for business purposes,
- if **your** property is to be unoccupied for any continuous period exceeding the number of days shown on **your** policy **schedule** or

HOME INSURANCE POLICY DOCUMENT

- 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 call Customer services on the number found on the inside front cover of this booklet.

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

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

- **we** may cancel **your** policy and refuse to pay any claim, or
 - **we** may not pay any claim in full, or
 - **we** may revise the premium and/or change any **excess**, or
 - the extent of the cover may be affected depending on the information that **you** have given **us**.
-

Definitions

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

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

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

Buildings

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

b. Fixtures, fittings and decorations.

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

Business equipment

Office furniture, computers, printers, typewriters, fax machines, photocopiers, telephones and answerphones that are owned by **you**, or **you** are legally responsible for and used for business or professional purposes.

Clauses

Changes to the terms of **your** policy. These are shown on **your schedule**.

Contents

Household items and **personal belongings** (including **personal money** and **valuables** up to the limits shown on **your schedule**) that:

- **you** own; or
- **you** are legally responsible for (but not landlord's contents); or
- belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home**, up to the limit shown on your schedule.

Domestic Employee

A person employed by **you** to carry out domestic duties in connection with **your home** and its land, and not employed by **you** in any capacity in connection with any other business, trade or profession.

Excess

The amount **you** will have to pay towards each separate claim as shown on **your schedule**.

Heave

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

Home

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

Landslip

Movement of land down a slope.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys; and
- pedestrian-controlled toys and models.

Period of Insurance

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

Personal Belongings

Luggage, clothing, jewellery, watches, furs, binoculars, sports, musical and photographic equipment and items which **you** normally wear, or carry with **you**. All items must belong to **you** or be **your** legal responsibility.

Personal Money

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

Schedule

The document which gives details of the cover and **sum insured** limits **you** have.

Settlement

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

Subsidence

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

Sum Insured

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

Unoccupied

Not lived in by **you** or anyone who has **your** permission or does not contain enough furniture for normal living purposes.

Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches and furs.

We, Us, Our, the insurer

Gresham Insurance Company Limited unless otherwise shown for any policy section.

You, Your

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

Buildings Section

Your policy does not cover wear and tear. Please refer to the “Helpful and important information about your insurance” section at the front of this policy booklet for more information.

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

Under the **BUILDINGS SECTION** we will not cover:

- the **excess(es)** shown on **your schedule** (no excess applies to **Emergency access** and **Liability to the public**)
- damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

The Buildings

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

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

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

2. Storm or Flood.

We will not cover loss or damage:

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

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

- caused by paying guests, tenants or **you**; or
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
4. Being hit by:

- a. aircraft or other flying objects or items dropped from them; or
- b. vehicles or animals.

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

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

We will not cover loss or damage:

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

6. Heating fuel leaking from a fixed heating system.

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

7. Theft or attempted theft.

We will not cover loss or damage:

- caused by paying guests, tenants or **you**; or
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

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

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

We will not cover:

- damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for **subsidence, heave or landslip** damage to the **home**;

- damage if **you** knew when this policy started that any part of the **buildings** has already been damaged by **subsidence, heave or landslip**, unless **you** have told **us** about this and **we** have accepted it;
- damage caused by riverbank or coastal erosion;
- damage to solid floors caused by infill materials settling, swelling or shrinking;
- damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**;
- damage caused by faulty or unsuitable materials, design or poor workmanship.

10. Falling trees or branches.

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

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

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

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

Loss of rent and the cost of alternative accommodation

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

any ground rent **you** still have to pay, for up to two years.

We will also pay:

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

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

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

We will be happy to discuss this with **you** and may also be able to offer assistance in finding accommodation in difficult circumstances.

Emergency access

No **excess** applies to this section.

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

Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay the reasonable

cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

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

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

Replacement locks

If keys to the locks of:

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

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

Your liability to the public

No **excess** applies to this section.

(See the important note below)

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

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

happening during the period of insurance and arising:

- from **you** owning the **building** and its land; or
- under section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975

for any **home you** previously owned and occupied or leased and occupied.

If the **BUILDINGS SECTION** of this policy is cancelled or ends, the Defective Premises Act cover will continue for 7 years for any **home** insured by the **BUILDINGS SECTION** before the policy was cancelled or ended.

Defective Premises Act 1972

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

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

We will not cover liability in connection with:

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

Important Note

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

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

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

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

Selling your home

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

Accidental Damage Cover to Buildings Section

The covers in this section only apply when shown on **your schedule**.

Under the **Accidental damage cover to buildings section** we will not cover:

- the **excess** shown on **your schedule**;
- anything set out in the **General Exclusions** section of this policy booklet.

Damage to Services, fixed glass and sanitary fittings

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

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

- a. cables and underground pipes which provide services to or from the **buildings** that **you** are legally responsible for;
We will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe that **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.
- b. septic tanks and drain inspection covers that **you** are legally responsible for.

- c. fixed glass and sanitary fittings which form part of the **buildings**.

This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).

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

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

Extra accidental damage cover to buildings section

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

We will provide cover for all other **accidental damage** to the **buildings** that is not covered by the **BUILDINGS SECTION** or by **Damage to Services, fixed glass and sanitary fittings**.

We will not cover:

- damage caused by wear and tear, **settlement** and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
 - damage caused by water entering the home regardless of how this happened (please note – certain water damage is covered under **The Buildings** please refer to pages 14 and 15);
 - damage caused by chewing, scratching, tearing or fouling by domestic animals;
 - damage caused by faulty or unsuitable materials or design, or poor workmanship;
 - damage caused by building alterations, renovations, extensions or repairs;
 - damage excluded under **The Buildings**;
 - maintenance and normal redecoration costs;
 - damage caused by **subsidence**, **heave** or **landslip**; or
 - damage caused by paying guests or tenants;
-

Buildings Matching Items Section

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

This cover applies to the **BUILDINGS** and **ACCIDENTAL DAMAGE COVER TO BUILDINGS SECTION(S)** where selected.

We will pay the cost to replace any undamaged items forming part of:

- a. a fixed sanitary suite;
 - b. fitted furniture or tiles in a toilet, shower room, bathroom, kitchen, utility room or bedroom when
- insured damage happens to matching items of **buildings** in the same room or open plan area; and
 - replacements cannot be matched;

The most **we** will pay to replace undamaged items is the limit shown on **your schedule**.

If **we** ask, you must give **us** any undamaged items which **we** have paid to have replaced.

Buildings Conditions

The following conditions apply to the **BUILDINGS** and **ACCIDENTAL DAMAGE COVER TO BUILDINGS** and (except for condition 3) to the **BUILDINGS MATCHING ITEMS SECTION(S)**.

1. The Sum Insured

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

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

- a. If **you** have provided the **sum insured** shown on **your schedule**, **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear;
- b. If the schedule states "overall limit of £500,000 applies", **we** will not pay more than this amount for any claim.

2. Settling Claims

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

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

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

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

What we will pay

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

- a. Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b. The cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay.
- c. The cost of meeting building regulations or municipal or local authority bye-laws.

The most **we** will pay for loss or damage arising out of one incident is the **buildings sum insured** shown on **your schedule** unless otherwise stated.

We will not reduce the **sum** (or sums) **insured** by the amount paid under any claim.

What we will not pay

Under (a) **we** will not cover fees for preparing any claim.

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

Under (c) **we** will not cover any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.

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

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature or design or colour.

This condition does not apply in full if **your schedule** shows that **you** have chosen the **BUILDINGS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 20 for details of when **we** will pay to match undamaged parts of the **buildings**.

4. No-Claim Discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy (unless **you** have chosen to protect your discount).

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

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

5. Rebuilding Cost Guarantee

The basis of claims settlement for **buildings** will be as detailed in **2 Settling Claims** with no deduction for wear and tear, even if at the time of damage the **sum insured** is less than the cost of completely rebuilding the **home** in its original form, size and condition as when new, provided that:

- a. the property is mortgaged to Barclays Bank UK plc;
- b. the property was first mortgaged to either of Barclays Bank UK plc or the Woolwich ('The Banks') on or after the 1st January 1981, or was first mortgaged to either of The Banks before 1st January 1981 but has been revalued by them since that date;
- c. the initial **buildings sum insured** did not exceed £500,000;
- d. the **buildings** are not a flat or maisonette in a block more than two storeys high;
- e. the **sum insured** at the commencement of cover (or at the time of re-valuing for a property first mortgaged before 1st January 1981) was assessed by The Banks valuers using methods approved by The Banks;

- f. the **sum insured** has, since commencement of cover, been subject to inflation protection; and
- g. any extension, modifications or improvements to the **buildings** have been notified to **us** and the **sum insured** increased accordingly and that the other Settling Claims Conditions are complied with.

See **also GENERAL CONDITIONS** section of this policy booklet.

Contents Section

Your policy does not cover wear and tear. Please refer to the “Helpful and important information about your insurance” section at the front of this policy booklet for more information.

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

Under the **CONTENTS SECTION** we will not cover:

- the **excess(es)** shown on **your schedule**; (no **excess** applies to **Fatal injury benefit, Occupiers, personal and employers liability and Emergency access**);
- property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings and wallpaper;
- items used for business or professional purposes;
- any living creature;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

Contents in the home

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

1. a. Fire, explosion, lightning or earthquake.
b. Smoke.
Under (b) **we** will not cover loss or damage that happens gradually.
2. Storm or flood.

We will not cover loss or damage that happens gradually.

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

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

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

- caused by paying guests, tenants or you; or
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**

4. Being hit by:
 - a. aircraft or other flying objects, or anything falling from them; or
 - b. vehicles or animals.

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

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

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

6. Heating fuel leaking from a fixed heating system.

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

7. Theft or attempted theft.

We will not cover:

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

- theft from communal garages or outbuildings unless someone has broken into or out of the communal garage or outbuilding by using force and violence;
- loss or damage caused by paying guests, tenants or **you**; or
- more than the limit shown on **your schedule** for any one incident involving theft from garages and outbuildings.

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

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

We will not cover:

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

10. Falling trees or branches.

Contents temporarily removed from the home

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

- a. any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time
-

education), employed or working in the **British Isles**; or

b. anywhere else in the **British Isles**.

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

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

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

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

Contents in the garden

We will provide cover for loss of or damage to **contents** by any of the causes listed under **Contents in the home** happening in the open within the boundaries of the **home**, up to the limit shown on **your schedule**.

We will not cover:

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

Business equipment

We will provide cover for loss or damage to **Business equipment** while in the **home** by the causes listed under **Contents in the home** (and **extra accidental damage cover to contents in the home** if selected) up to the limit shown on **your schedule**.

We will not cover:

- **accidental damage** to mobile phones, laptops or computer equipment designed to be portable;
- damage caused by wear and tear or anything which happens gradually;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- failure to use in line with the manufacturer's instructions; or
- damage caused by chewing, scratching, tearing or fouling by domestic animals.

Replacement locks

If keys to the locks of:

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

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

Food in freezers

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

- a. a rise or fall in temperature; or
- b. contamination by freezing agents.

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

Domestic heating fuel and metered water

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

- a. domestic heating fuel; and
- b. metered water.

Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause which would be covered under

The Buildings, cover sections numbered 1 to 10, and as a result it cannot be lived in, **we** will pay for:

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

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

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

Fatal injury benefit

No **excess** applies to this section.

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

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

Household removals

We will provide cover for loss of or damage to **contents** while being moved by professional furniture removers from the **home** to **your** new permanent home (including temporary storage in a furniture depository for up to 7 days in a row) in the **British Isles**.

We will not cover **personal money**, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds,

stocks and shares, stamps and deeds or documents of any kind.

Religious festivals and wedding gifts

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

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

Occupier's, personal and employer's liability

No **excess** applies to this section.

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

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

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

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

and arising:

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

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

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

We will not cover liability in connection with:

- a. **you** owning land, buildings or other fixed property.
- b. **you** living in or occupying land or buildings other than the **home** or its land.
- c. aircraft other than pedestrian controlled toys or models.
- d. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**.
- e. caravans.
- f. boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian-controlled toys or models.
- g. deliberate or malicious acts.
- h. transmission of any communicable disease or virus by **you**.
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).

- j. any agreement, except to the extent that **you** would have been liable without the agreement.
- k. any trade, business or profession.
- l. loss of or damage to property which belongs to **you** or is in **your** care or control.
- m. bodily injury or illness to **you**.

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

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

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

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

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

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

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in

relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Road Traffic Acts

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

Tenant's liability

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

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

which form part of the **home**.

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

Under (c) **we** will also pay up to £1000 for the cost of breaking into (and

repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

We will not cover:

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

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

Title deeds

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

Emergency access

No **excess** applies to this section.

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

Accidental Damage Cover to Contents in the Home Section

The covers in this section only apply when shown on **your schedule**.

Under the **Accidental damage to Contents in the home section** we will not cover:

- the **excess** shown on **your schedule**;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- failure to use in line with the manufacturer's instructions;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by wear and tear or anything which happens gradually;
- anything set out in the **General Exclusions** section of this policy booklet.

Accidental damage to home entertainment equipment, mirrors and glass

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

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

- 1a. television sets (including digital and satellite receivers), dvd/video players and recorders, games consoles, home

computers and audio equipment in the **home**; and

- b. receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**.

We will not cover:

- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
 - digital/video cameras and satellite navigation systems;
 - radio transmitters, mobile phones and hearing aids;
 - damage caused by fitting a battery incorrectly.
2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

Extra accidental damage cover to contents in the home

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

We will provide cover for all other **accidental damage** to **contents** and **business equipment** while in the **home** that is not covered by the **CONTENTS SECTION**.

We will not cover:

- food in freezers, clothing, contact lenses, stamps and pedal cycles;
 - damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
 - damage caused by water entering the **home** regardless of how this happened (please note - certain water damage is covered under **Contents in the home** please refer to page 24);
 - any loss that is not the direct result of the insured incident itself;
 - damage which is excluded under **Contents in the home**; or
 - loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.
-

Contents Matching Items Section

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

This cover applies to the **CONTENTS ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME** and **PERSONAL BELONGINGS SECTION(S)** where selected.

We will pay the cost to replace any undamaged items of **contents** forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to matching items of:
 - **personal belongings;**
 - **contents** within the same room or open plan area and;
- replacements cannot be matched.

The most **we** will pay to replace undamaged items is the limit shown on **your schedule**.

If **we** ask, you must give **us** any undamaged items which **we** have paid to have replaced.

Contents Conditions

The following conditions apply to the **CONTENTS, ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME** and (except for condition 3) to the **CONTENTS MATCHING ITEMS SECTION(S)**.

1. The sum insured

At all times the **sums insured** must be at least equal to the full cost of replacing the property “as new”.

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

2. Settling Claims

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

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

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

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

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** shown on **your schedule** unless otherwise stated.

We will not reduce the **sum insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

Valuables

We will not pay more than the limits shown on **your schedule** for **valuables**.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature or design or colour.

This condition does not apply in full if **your schedule** shows that **you** have selected the **CONTENTS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 33 for details of when **we** will pay to match undamaged **contents**.

4. Items valued over the single item limit

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

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

If **you** claim for an item specified in **your schedule** **you** will need to provide proof of the items value. **We** may ask **you** to provide receipts, valuations, photographs, instruction booklets, guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

5. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy (unless **you** have chosen to protect your discount).

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

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

6. Proof of value and ownership

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value

- prior to providing cover for the item; or
- at the time of a loss.

See also **GENERAL CONDITIONS** section of this policy booklet.

Personal Belongings Section

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

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

Under the **PERSONAL BELONGINGS SECTION** (including **Personal money, credit and debit cards** and **Pedal cycles** when shown on **your schedule**) **we** will not cover

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

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

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

Personal money, credit and debit cards

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

We will cover loss of:

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

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

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

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

Pedal cycles

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

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

We will not cover:

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

Personal Belongings Conditions

These conditions apply to **PERSONAL BELONGINGS**, **Personal money, credit and debit cards** and **pedal cycles** and (except for condition 3) to claims for **personal belongings** under the **CONTENTS MATCHING ITEMS SECTION**.

1. The Sum Insured

At all times the **sum(s) insured** must be at least equal to the full cost of replacing the property “as new” (apart from clothing where a deduction will be made for wear and tear and loss in value).

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

2. Settling Claims

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

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

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

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

A deduction for wear and tear will apply for clothing.

What we will pay

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

We will not reduce the **sum(s) insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite;
- any other item of a uniform nature or design or colour.

This condition does not apply in full if **your schedule** shows that **you** have selected the **CONTENTS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 33 for details of when **we** will pay to match undamaged **personal belongings**.

4. Items valued over the single item limit

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

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

If **you** claim for an item specified in **your schedule** **you** will need to provide proof of the items value. **We** may ask **you** to provide receipts, valuations, photographs, instruction booklets, guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value

- prior to providing cover for the item; or
- at the time of a loss.

5. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy (unless you have chosen to protect you discount).

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

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

6. Proof of value and ownership

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

Home Emergency

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

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

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

The types of **emergencies** covered are:

- breakdown of main heating system (gas, oil or electric);
- internal and external plumbing and drainage problems;
- sudden and unexpected damage to the house roof caused by bad weather or a fallen tree;
- electrical **emergency** and breakdown;
- problems with internal gas supply pipe;
- security risks such as lost keys, failure of, or damage to, external locks, doors and windows; or
- pest infestations in the main **property**.

Useful information about your Home Emergency cover

Restriction period

You are not covered for any **emergency** that happens before **your Home Emergency** cover starts or within 7 days of the start date of **your** cover as stated

in the **schedule**. The 7 day restriction applies only at the start of **your Home Emergency Cover**; it does not apply when **you** renew **your** cover.

Smell gas; think you have a leak?

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

Boiler Servicing & Carbon Monoxide leak

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

Creating access

On arriving at **your property**, the **engineer** will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of **your** possessions (such as storage boxes or furniture) in the way) the **engineer** will need to create access. If **you** want the

engineer to do this, **you** will be asked to confirm this in writing while the **engineer** is at **your property**. Unless stated in any of the “What is covered” sections below, **we** will not cover **you** for any damage that may be caused to the **property**, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by **our engineer’s** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to do the work until **you** have arranged access.

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

Our rights

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

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

Explaining the parties involved in this cover

This Home Emergency cover is underwritten by Aviva Insurance Limited. Claims handling is managed by Homeserve Membership Limited.

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

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

Home Emergency cover definitions

In this section, wherever the following words or phrases appear in **bold**, they will have the following meanings.

Engineer

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

Emergency

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

- exposes **you** or a third party to a health risk; or

- causes a loss of **essential services** or damage to the **property**; or makes the **property** uninhabitable.

Essential services

Any of the following services:

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

Property

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

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

Schedule

The document that gives details of **your** cover and insured limits.

Aviva Insurance Limited/We/Us/Our

Aviva Insurance Limited.

You, Your

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

Cover

- In the event of an **emergency**, **we** will cover the costs of labour, parts and materials (including VAT) up to the limit shown on **your schedule**.
- There is no limit to the number of claims **you** can make.
- In the unlikely event that **your property** becomes uninhabitable as a result of an **emergency**, **we** will reimburse **you** for **your** hotel costs (room and transport to the hotel only) up to the limit shown on **your schedule**.
- **We** will not cover anything that is specifically excluded in any of the “What is not covered” sections.

Repair of your main heating system

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

- A. Breakdown of gas central heating system.
- B. Breakdown of oil-fired central heating system.
- C. Breakdown of electric heater(s).

Exclusions that apply to all main heating systems

We will not cover the following:

- a. routine maintenance, cleaning, and servicing;
- b. LPG (liquid petroleum gas) boilers;
- c. dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating);

- d. warm-air and solar-heating systems;
- e. sludge, scale or rust in the primary heating system, or damage caused by a harmful chemical in the water;
- f. repair or replacement of convector heaters, water tanks and hot water cylinders;
- g. separate heaters providing hot water;
- h. adjustment of timing and temperature controls;
- i. resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do;
- j. underfloor heating;
- k. other appliances such as cookers and fires;
- l. radiators or radiator valves; or
- m. boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed).

Useful information about the cover for your main heating system

Main heating systems that are beyond economical repair

On assessment of **your** main heating system, **our engineer** may declare it to be “beyond economical repair”, which means:

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

Temporary Heating

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

Contribution towards a new boiler or electric heater(s)

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

Your new boiler or heater(s) will be covered as long as it is not excluded under any of the “What is not covered”

sections or the “Home Emergency Cover General Exclusions”.

Boilers and electric heaters under manufacturer’s warranty or guarantee

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

Please read the relevant section below for an explanation of the cover that applies to **your property**.

A. Breakdown of gas central heating system

What is covered

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

Examples of what we will cover

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

What is not covered (Also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. immersion heaters, combination cylinders, Elson tanks, thermal storage

- units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax) or their controls;
- b. separate gas heaters providing hot water;
- c. fan convector heating;
- d. combined heat and power systems;
- e. cosmetic damage; or
- f. other gas appliances except gas fires forming part of a back boiler.

B. Breakdown of oil-fired central heating system

What is covered

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

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel;
- b. losses caused by delays by **our** suppliers or their agents getting spare parts that are not immediately available;

- c. defect or failing arising from the original design of the boiler or system or both;
 - d. replacing the expansion tank;
 - e. plastic or metal oil tanks and their associated pipework and contents;
 - f. repair or replacement of the water jacket or heat exchanger;
 - g. flues, except balanced flues that are integral to the boiler;
 - h. items not forming part of the boiler or system or both, e.g. water pumps installed separately; or
 - i. cosmetic damage.
- c. heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters;
 - d. air conditioning units;
 - e. immersion heaters;
 - f. cosmetic damage to the casing of domestic electrical heaters or timer switches; or
 - g. failure or breakdown of timers for domestic electrical heaters where there is a manual override facility.

C. Electric heater(s) breakdown

What is covered

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

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. electric water heaters;
- b. any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smarheat systems, wet systems and underfloor heating;

Internal plumbing and drainage

What is covered

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

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

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers;
- b. dripping taps that need repair;
- c. replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (e.g. basins and toilet bowls);
- d. showers including the shower unit, controls, outlet or shower head;
- e. frozen pipes that have not caused a permanent blockage;
- f. smells and noises from pipework or drains;
- g. leaking overflow pipes; or
- h. repairs to **your** water supply pipe.

External drainage

What is covered

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

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

Examples of what we will cover

- Blocked external drain.
- Collapsed external drain.

What is not covered (also see the “Home Emergency Cover General Exclusions”)

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

We will not cover the following:

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

Internal gas supply pipe

What is covered

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

or replace the damaged section of internal gas supply pipe. **Our engineer** will also turn **your** gas supply back on.

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. external gas supply pipe (it is the responsibility of the National Grid);
- b. appliances connected to **your** internal gas supply pipe; or
- c. sections of the internal gas supply pipe that are outside the **property** or inside any outbuilding on the **property**.

Electrical emergency and breakdown

What is covered

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

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

We will not cover the following:

- a. a power cut that affects more than just **your property**;

- b. non-permanent wiring or electrics, e.g. kettles, fairy lights and other appliances with plugs;
- c. repairs or replacements of wall sockets, switches and light bulb sockets;
- d. routine electrical maintenance tasks e.g. replacing light bulbs and adjusting the timer;
- e. permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems, air conditioning units;
- f. the shower unit or immersion heater unit;
- g. portable or fixed electrical heating systems or energy efficiency management systems;
- h. repairing or replacing wiring encased in rubber or lead; or
- i. any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and/or electrical safety standard BS7671.

Security and roofing

What is covered

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

If a security or roofing incident happens, **we** will protect **your property** from

further damage or make sure the **property** is secure (or both).

Examples of what we will cover

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

What is not covered (also see the “Home Emergency Cover General Exclusions”)

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

We will not cover the following:

- a. loss of keys for any building on the **property** that is not the main house, including detached outbuildings, garages, greenhouses, sheds or communal or shared areas;

- b. loss of keys to the main house on the **property** if **you** have access to another set of keys;
- c. replacement of an attached garage door, or repair or replacement of the electrical unit powering a garage door;
- d. doors and windows that do not secure the **property**, such as internal porch doors, internal doors and internal conservatory doors; or
- e. claims for keys, locks and glazing in shared communal areas if **your property** is a flat or apartment.

Pest infestation

What is covered

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

- brown or black rats or house or field mice in the main house, flat or apartment on **your property**; and wasps’ or hornets’ nests anywhere on **your property**.

What is not covered (also see the “Home Emergency Cover General Exclusions”)

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

We will not cover the following:

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

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

Home Emergency Cover General Exclusions

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

- a. any event, loss or damage arising from circumstances known to **you** before **your** cover start date or in the first 7 days of cover. This exclusion does not apply when **you** renew **your** cover;
 - b. any costs or activities above the claims limit or any other limit specified in any “What is covered” section. **You** are responsible for agreeing and settling any such costs directly with the **engineer**;
 - c. any losses caused by any delays in getting spare parts;
 - d. any associated expenses or losses **you** incur that relate to an **emergency** but are not directly covered by this cover;
 - e. systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer’s instructions or both; or that are subject to a manufacturer’s recall;
 - f. instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines;
 - g. any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this cover, which does not comply with British Standards;
 - h. the costs of any work carried out by **you** or people not authorised by **us** in advance;
 - i. any parts not supplied and chosen by **us**. Subject to any applicable regulations, **our engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However this part will not be guaranteed. **Our engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system;
 - j. normal day-to-day maintenance at **your property**, for which **you** are responsible;
 - k. situations where because of health and safety and with **your** prior agreement, another **engineer** has to be brought in who **we** do not employ, e.g. to handle asbestos;
 - l. loss caused by damage occurring while the **property** has remained unoccupied for 60 or more consecutive days;
-

- m. loss arising from subsidence, heave of the site or landslip caused by:
- bedding down of new structures;
 - demolition or structural repairs or alterations to the **property**;
 - faulty workmanship or the use of defective materials; or
 - river or coastal erosion;
- n. loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood;
- o. investigative work where the incident that caused **you** to claim has already been resolved;
- p. claims to do with mobile homes and bedsits – please see the definition of **property** in the “Definitions” section;
- q. loss or damage related to:
- pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves
 - water softeners
 - waste disposal units and macerators
 - air conditioning units
 - unvented hot water cylinders or their controls
 - cesspits, septic tanks and any outflow pipes
 - vacuum drainage systems
 - swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps
- ground, air and water source heat pump systems
 - power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time); or
- r. anything set out in the **GENERAL EXCLUSIONS** section of this policy document.

Home Emergency Cover Conditions

The following conditions apply to this section. Also refer to the **GENERAL CONDITIONS** section of this policy document.

1. **Your** duty to prevent an **emergency** – **You** must take all reasonable precautions to prevent an **emergency**.
2. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that the **property** is in good condition.

Legal Services

This **Legal Services** section will only apply if it is shown on **your schedule**.

Legal Services cover provides legal advice, funding and a lawyer if required to pursue and defend disputes in court. The cover protects all members of **your** family living at **home** and can be used for a variety of disputes including personal injury, medical negligence, consumer, property and employment issues. The issues **we** may be able to help with are described in the “Insured Events” section.

The contract of insurance

This section of the policy document, along with the **schedule**, forms an insurance contract between **you** and Aviva Insurance Limited.

Explaining the parties involved in this cover

The insurer of Legal Services cover is Aviva Insurance Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: Pitheavlis, Perth PH2 0NH. Registered in Scotland No. 2116. The claims administrator for Legal Services Cover is Arc Legal Assistance Limited (Arc). Registered office: Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company No: 4672894. Arc Legal Assistance Ltd is

authorised and regulated by the Financial Conduct Authority.

Your right to cancel within the statutory cooling-off period

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

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

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

Please see the **GENERAL CONDITIONS** section for **your** cancellation rights outside of the statutory cooling-off period.

What Legal Services cover is for and how it works

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

- As soon as **you** become aware of a situation that may lead to a claim **you** should call **us**.

- If **your** claim is accepted **we** will provide **you** with a **lawyer** who specialises in the law relating to **your** claim. **You** do not have to find **your** own **lawyer**.
- The **lawyer** will first assess how likely **you** are to win **your** case. **We** call this “Prospects of Success”, and **we** explain this further in that section. The **lawyer** who is acting for **you** decides this.
- If the **lawyer** believes that **you** are more likely than not to win **your** case then they will pursue it for **you** and **we** will pay their **costs and expenses** up to the amount shown on **your schedule**.
- The **lawyer** will try to resolve **your** case with the other side.
- If they are unable to do so then the case may progress to a court, tribunal or other body who will decide the outcome. **You** may have to attend and give evidence.
- Providing the prospects of success stay in **your** favour **we** will continue to pay for the **lawyer’s costs and expenses** throughout the claim.

Personal legal advice helpline and making a claim

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

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

you if **your** issue could be covered under the **Legal Services** cover.

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

The legal helpline is open 24 hours a day, 365 days a year. If **you** need to claim under **your** legal services cover **your** details will be passed to Arc who will contact **you** directly.

For confidential legal advice call **us** on **0800 051 1712**. Please have **your** policy number to hand as **you** will be asked for this when **you** call.

Legal Services cover definitions

In this section in addition to the definitions set out in the definitions section, wherever the following words or phrases appear in bold, they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

Costs and expenses - All legal costs charged by the **lawyer** and authorised by **us** or that **you** are ordered to pay by a court/other body.

Lawyer – A suitably experienced legal professional.

We, Us, Our - Aviva Insurance Limited.

Prospects of Success

1. Gather your evidence

Should **you** wish to pursue a claim the **lawyer** will need **you** to provide as much information as possible to support **your** case. This could include any of the following where relevant:

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

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

2. The lawyer's assessment

Our lawyer will assess the evidence and if it is more likely than not that **you** will:

- a. recover damages or obtain any other legal remedy which **we** have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or

- b. be successful in defending a claim made against **you**, or
- c. make a successful appeal or defence of an appeal

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

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

- a. Has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.
- b. Will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court.

If, in the **lawyer's** opinion:

- a. **your** claim is likely to be considered a waste of court time, or
- b. the prospects of success are no longer in **your** favour, or
- c. **your** claim has reached a point where incurring further **costs and expenses** would not be reasonable

then **we** will not pay any further **costs and expenses** towards it. If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue.

Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

3. What can I do if I do not agree with the lawyer's opinion?

We have confidence in the opinion of **our** appointed **lawyer** and rely on this when deciding if **we** should continue to pay the **costs and expenses** towards **your** claim.

If **you** do not agree with the **lawyer's** opinion and **you** find a different **lawyer**, at **your** own cost, or **you** already have a **lawyer** who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen **lawyer** must be based on the same information regarding the claim that **you** provided to **us**.

The **lawyer** conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this **lawyer** should be then **we** will ask a relevant law society to appoint one. The reviewing **lawyer** will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen **lawyer's** second opinion.

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

Insured Events

For the insured events described below, which **we** have agreed to and authorised, **we** will pay **your costs and expenses** to:

- a. pursue or defend a claim for damages;
- b. pursue the enforcement of an agreement;

c. seek an injunction e.g. to stop a neighbour being noisy;

d. seek any other legal remedy.

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

Employment Disputes

What is covered

- A dispute with **your** employer regarding **your** contract of employment including unfair dismissal.
- A breach of **your** legal rights under employment law.
- Checking and advising on the terms of a settlement agreement.

What is not covered

- Any disciplinary or grievance procedures at work.
- Disputes with **your** employer which commenced before or within the first 30 days of this cover starting unless **you** had a similar policy which finished immediately before this cover began.

Common examples of employment disputes

- Claims through being unfairly selected for redundancy.
 - Claims against employers for constructive dismissal.
 - Claims for sex, race or age discrimination.
 - Claims against **your** employer for unpaid wages.
 - Claims for disability or illness discrimination including cancer.
-

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 1712** for assistance.

Property Disputes

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

What is covered

- A dispute relating to the interference of **your** use, enjoyment or right over **your home**.
- A dispute relating to damage to **your home**.
- A dispute regarding an agreement for the sale or purchase of **your home**.
- A dispute with **your** landlord regarding a tenancy agreement to rent **your home**.
- A dispute with a contractor in relation to work on **your home**.

What is not covered

- A claim relating to quarrying, gas extraction or other major land works where the effect is not limited specifically to **your home**.
- A claim relating to planning including town and country planning legislation.

Common examples of property disputes:

- Where a neighbour's overgrowing ivy or leylandii damages **your home**.

- Boundary disputes regarding building work or fences.
- Rights of way disputes especially over shared driveways.
- Noise and other nuisance disputes e.g. tree root encroachment.
- Interference with drains or sewers by building work.

Consumer Disputes

What is covered

- A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.

What is not covered

- Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

Common examples of consumer claims

- The purchase of motor vehicles and caravans from a garage.
 - Disputes for defective kitchens and kitchen appliances.
 - Claims against travel agents for breach of contract.
 - Defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers.
 - A dispute relating to the purchase of animals.
 - Disputes with retailers regarding faulty goods.
-

Personal Injury

What is covered

- A claim following an incident that causes death or injury to **you**.

What is not covered

- Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury.
- Any claim relating to **your** own injury or death in a **motorised vehicle** that **you** are driving.

Common examples of personal injury claims

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

Medical or Cosmetic Negligence

What is covered

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

What is not covered

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

Common examples of medical or cosmetic negligence claims

- Surgery which has not been carried out correctly.
- Failure to diagnose an illness or injury correctly.
- A dentist removing a healthy tooth by mistake.
- Negligence during child birth.
- Errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery.

Medical and cosmetic negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for **your** care.

For claims relating to medical or cosmetic negligence the incident date will be defined as the date when **you** or **your** representative first knew or should have known of any injury, illness or death caused by the treatment.

Legal Services Cover Exclusions

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

- a. Any claim **we** reasonably believe **you** knew was likely to happen when **you** took out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim for unfair dismissal.
- b. Claims where **you** do not keep to the terms, exclusions and conditions of the cover.

- c. **Costs and expenses** which are incurred prior to **our** written agreement and authorisation.
 - d. Claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or after it comes to an end as shown on **your schedule**. **You** can only make one claim for all disputes arising from the same incident.
 - e. Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**.
 - f. Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
 - g. Any claim deliberately or intentionally caused by **you**.
 - h. A dispute between **you** and someone related to **you** or who is insured under this policy.
 - i. Any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children.
 - j. Any claim in respect of libel and slander.
 - k. An application for judicial review.
 - l. Disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim.
 - m. Disputes between **you** and **us** or Arc where the dispute relates to this cover.
 - n. Any claim relating to compulsory purchase or to major works where the effect is not specific to **your** home but is more widespread e.g. work on roads, railways and airports.
 - o. Any claim made by anyone other than **you** or **your** family attempting to enforce their rights under this cover.
 - p. Where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.
 - q. Any test case unless:
 - (i) The case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **Our lawyer** agrees that the case is more likely than not to be successful.

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

A claim resulting from anything set out in the **GENERAL EXCLUSIONS** section.
-

Legal Services Cover Conditions

The following conditions also apply to this section. Also refer to the **GENERAL CONDITIONS** section of this policy document.

1. Claims

a. Freedom to choose **your lawyer**

- (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist lawyer, **you** are free to choose **your own lawyer** by sending **us** their name and address.
- (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment which are available on request.
- (iii) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.

b. **Our** rights and **your** obligations

- (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your** claim.
- (ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
- (iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.

- (iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
- (v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs or expenses**.
- (vi) No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.

c. **Our** rights to stop **your** claim

The cover **we** provide will end immediately if **you**:

- (i) settle a claim or withdraw a claim without **our** prior agreement.
- (ii) do not give clear instructions when requested by the **lawyer**.
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

If, in the event of the above, **we** incur **costs and expenses** that would not otherwise have been incurred, **we** reserve the right to recover these from **you**.

2. Recovery of costs

If **you** are successful with **your** claim, **you** must instruct the **lawyer** to take every available step to recover for **us** all **costs and expenses** relating to **your** case.

3. Disputes

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

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the “3. What can I do if I do not agree with the lawyer’s opinion?” in the “Prospects of Success” section.

General Conditions

These conditions apply to all sections of the policy. For **LEGAL SERVICES** conditions 2, 4, 10, and 11 below do not apply.

1. Important Notice – Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any excess, or
- the extent of the cover may be affected depending on the information that **you** have given **us**.

2. Your duty to prevent loss or damage

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.

You must keep property that is insured under **your** policy in good condition.

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

3. Your Policy

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

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

4. Claims

Your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a. tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- b. contact **us** as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming

- aware of the damage, and provide all relevant information **we** need to settle **your** claim;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**;
 - d. call **us** if **you** receive any information or communication about the event or cause; and
 - e. avoid discussing liability with anyone else without **our** permission.

To help us settle your claim

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

Our rights

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

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.
- b. No property may be abandoned to **us**.

Limit

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

- a. up to the limit shown on **your schedule** (less any amounts already paid by **us**); or
- b. any lower amount for which **we** can settle **your** claim

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying **costs and expenses you** incurred before the payment date, or reclaiming any **costs and expenses** incurred by **us**.

5. Fraud

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

6. Other Insurance

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

Important note:

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

7. Monthly premiums and Monthly payment plan

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.

If **you** are paying the premium using the monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the **GENERAL CONDITIONS** section in this policy booklet.

8. Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel **your** policy

and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel **your** policy **we** will also charge £25.00 (plus Insurance Premium Tax, where applicable) to cover the administrative cost of providing this policy.

To exercise **your** right to cancel, please contact customer services on 0800 015 0246 or write to Barclays Customer Service Centre, PO Box 7463, Perth PH2 0YX.

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, where there is a valid reason for doing so, by sending at least 14 days' written notice to **your** last known postal address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under **our** monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.

- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably request, 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 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 or because **you** have deliberately or recklessly failed to provide **us** with complete and accurate information.

If we cancel the policy **we** will also charge £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete

or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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

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

10. Index Linking

We may increase the **sum(s) insured** shown on **your schedule** to allow for increases in the cost of living in line with the retail price index for **contents** and the House Rebuilding Cost Index for **buildings**. **We** may do this every month and update the **sum insured** when **your** policy is due for renewal.

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

11. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person’s personal representatives (if he or she has died).

General Exclusions

These apply to all sections of the policy.

This policy does not cover:

1. War

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

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

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

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence and/or

- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the **BUILDINGS, ACCIDENTAL DAMAGE COVER TO BUILDINGS, CONTENTS, ACCIDENTAL DAMAGE COVER TO CONTENTS** and **PERSONAL BELONGINGS SECTIONS** of this policy.

3. Other Actions

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

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

4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

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

6. Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the **home**.

7. Deliberate or Criminal Acts

any loss or damage

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

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

8. Events before the cover start date

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

Complaints Procedure

Our 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** to seek resolution by contacting:

- If **your** complaint is regarding a claim **you** can telephone the Claims team on the number found on the inside front cover of this booklet and ask **your** contact to review the problem.

- If **your** complaint is regarding anything else **you** can write to Barclays Customer Service Centre, PO Box 7463, Perth PH2 0YX or on the number found on the inside front cover of this booklet, whichever suits **you** and ask **your** contact to review the problem.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

Customer comments

If **you** have any comments or suggestions about **our** cover, services or any other feedback, please write to:

Barclays Customer Service Centre,
PO Box 7463,
Perth
PH2 0YX

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

The Financial Services Compensation Scheme

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

Further information about the scheme available from the FSCS website fscs.org.uk.

You can get this in Braille, large print or audio by calling **0800 400 100*** (via Text Relay if appropriate) or by ordering online from **barclays.co.uk/accessibleservices**

***Call monitoring and charges information**

Calls may be recorded for security and training purposes. Calls to 0800 numbers are free if made from a UK landline. The price on non-BT phone lines may be different.

Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England, Registered No. 9740322. Registered Office 1 Churchill Place, London E14 5HP.

“The Woolwich” and “Woolwich” are trading names of Barclays Bank UK PLC.

Barclays Insurance Services Company Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 312078). Registered in England, Registered No. 973765. Registered Office: 1 Churchill Place, London E14 5HP.

The insurer of Barclays Home Insurance is Gresham Insurance Company Limited, Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: 8 Surrey Street, Norwich, Norfolk, NR1 3NG. Registered in England, Registered No. 110410.

Home Emergency cover is underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The claims administrator for Home Emergency is Homeserve Claims Management Limited. Registered Office: Cable Drive, Walsall WS2 7BN. Registered in England, Registered No. 3913960.