



# Home Insurance

Welcome to your Policy Document



## Finding your way around your policy

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## Thank you for choosing Home Insurance from Barclays

This is insurance shaped around you – where you pick the cover you need rather than pay for cover you don't need. You can change, amend or cancel your policy when you choose without paying administration fees.

We offer Barclays Home Insurance from Gresham Insurance Company Limited (with certain covers provided by Aviva Insurance Limited). The insurance is provided on a non-advised basis so we will not make a recommendation about the suitability of this insurance. So, it is your responsibility to decide whether the policy meets your demands and needs. We receive a commission from Gresham for arranging your policy.

Barclays Bank plc is authorised and regulated by the Financial Conduct Authority, you can check our name, address and statutory status by visiting [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register), or calling 0800 111 6768.

### Before you file your policy away

- It's important to read your policy documents so you know what's covered and what's not, and to check the cover you have chosen is correct on your policy schedule.
- Tell us straight away if any details are wrong or change. It may affect your cover and claim if the information you provide is not complete and accurate.

### Do you have the right cover?

Don't wait until you have a claim to find the answer is 'No'.

- Contents covers your possessions at home, but you may need one of our other options like 'Gadget' or 'Personal items' for things you take out and about.
- Do you want your home and/or possessions to be covered when accidents happen – if so you need the relevant accidental damage option(s).

- Are your sums insured (the amounts you're covered for) high enough?
- Do you have anything which needs to be specified because it's worth more than the single item limit (this is the most we'll pay for any one item)?

### What your policy is designed for

Your policy covers unforeseen events like fire and theft. It doesn't cover wear and tear or damage that happens gradually over time. Nor does it cover pet damage such as chewing and fouling.

### Be prepared should you need to claim

We recommend you keep receipts, photographs, valuations and guarantee cards to help support your claim.

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## How to get help

Claims and Legal Helpline	Contact (Please have your policy number ready when you call)	Opening hours
Home claims (except Legal Services).	Call <b>0800 027 9844</b> or go to <a href="http://www.barclays.co.uk/insurance/home-insurance/manage-my-policy">www.barclays.co.uk/insurance/home-insurance/manage-my-policy</a> to make a claim online	<b>All day, every day</b>
Legal Services claims and Legal helpline. <i>You can only use the helpline if you have bought Legal Services cover.</i>	<b>08000 514 310</b>	
Complaints about any type of Home claim or a complaint about Home Emergency cover.	<b>0800 027 9844</b>	
Online servicing		
Changes to your policy or the information you've given us.	Go to <a href="http://www.barclays.co.uk/insurance/home-insurance/manage-my-policy">www.barclays.co.uk/insurance/home-insurance/manage-my-policy</a>	
Customer services		
<ul style="list-style-type: none"> <li>• Questions, or changes to your policy or your information.</li> <li>• To cancel your policy.</li> <li>• Requests for large print, audio or Braille policy documents if you have a disability.</li> <li>• Complaints (except about a claim).</li> </ul>	<b>0800 158 4075</b>	<b>8am – 10pm Mon-Fri</b> <b>8am – 6pm Sat</b> <b>10am – 4pm Sun and Bank Holidays</b>

## Telephone call charges and recording

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 or mobile.

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## Complaints

**We** take all complaints **we** receive seriously and **we** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

If **you** have a complaint please see the contacts above.

**We** will acknowledge **your** complaint promptly. If **we** can't fully investigate and respond to **your** complaint within 10 working days, **we** will let **you** know **our** expected response date.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 0800 023 4567 (free from UK landlines or mobiles) or 0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst **we** are bound by the decision of the financial ombudsman service **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

For products **you** bought online from us, as an alternative, **you** can also raise a complaint with the Financial Ombudsman Service via the European Commission's Online Dispute Resolution service (<http://ec.europa.eu/odr>). **You**'ll need to quote our postal address (Barclays, Leicester LE87 2BB), to use this service.

**You** may find that it is quicker to contact the Financial Ombudsman Service directly.

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## Definitions

Wherever you see these words or phrases in **bold** text in your policy they 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 and the Isle of Man.

### buildings

a. The house or flat and its outbuildings (including garages), swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home**, septic tanks, and pipes and cables providing services to the **home**.

b. Fixtures, fittings and decorations.

These must all be at the address shown on your schedule and all used solely for domestic and/or clerical business purposes (clerical business means computer work, emails, phone calls or administration).

### clauses

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

### contents

Household items, **personal items, sports equipment, gadgets, pedal cycles, personal money, valuables and home office equipment**), that:

- **you** own or are legally responsible for; or
- belong to **domestic employees** who live with **you**.

For **Contents cover** (not Starter cover) **contents** also includes personal effects of visitors to the **home**

**Contents** doesn't include following:

- items (except **home office equipment**) held or used for business or professional purposes, (for example work tools stored at home);
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water (except water skis), caravans and trailers, spares, parts and accessories of any of these;
- documents of any kind (except **personal money, passports, driving licenses and the title deeds to the home**);
- any part of the structure of the **home** (including wallpaper);
- any living creature.

### domestic employee

A person directly employed by **you**, solely to carry out domestic duties at your **home**.

### excess

The amount **you** will have to pay towards each separate claim.

### gadget

- a. Mobile phones and other portable electronic devices designed to have a main function of communication, computing, entertainment, navigation or photography and capable of being powered by their own internal battery;
- b. Accessories and equipment designed to be used with devices as described in point a. above.

All items must belong to **you** or be **your** legal responsibility.

### heave

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

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## home

The house or flat, its outbuildings (including garages) and the total area of the plot described on the title deeds, at the address shown on **your** schedule, all used solely for domestic and/or clerical business purposes (clerical business means computer work, emails, phone calls or administration).

## home office equipment

Office furniture, computers and other keyboard based office equipment, printers, photocopiers, telephones and answer phones used for business or professional purposes.

## landslip

Movement of land down a slope.

## motorised vehicle

Any electrically or mechanically powered vehicle, except:

- vehicles used only as domestic gardening equipment within the **home**;
- vehicles designed to help disabled people (so long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles.

## personal items

Luggage, clothing, jewellery, watches and other items **you** might normally wear or carry with **you**. **You** must own or be legally responsible for all items.

**Personal items** doesn't include:

- **gadgets, sports equipment** or bikes (because **we** offer specific covers for them);
- items held or used for business or professional purposes (for example work tools);
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, spares, parts and accessories of any of these;
- documents of any kind (except driving licenses and passports);
- furniture, furnishings, household goods and equipment, food and drink; or
- any living creature.

## personal money

Cash, unused postage stamps, gift vouchers, season and travel tickets, pre-loaded cash cards and phone cards, all held for social, domestic or charitable purposes.

## reasonable cost(s)

Costs for goods and services which are competitive in the relevant marketplace.

## settlement

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

## sports equipment

Equipment and clothing that **you** own or are legally responsible for, and used solely for sporting activities.

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**Sports equipment** doesn't include

- **gadgets** and bikes (this is because specific covers are available for them);
- items used for business or professional purposes;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water (except water skis), caravans and trailers, spares, parts and accessories of any of these.

### subsidence

Downward movement of the land beneath the **buildings** that is not due to **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.

'Lived in' means that day-to-day activities eg bathing, cooking, eating and sleeping are regularly carried out in the **home**.

### valuables

Jewellery, watches, items of gold, silver or other precious metals, pictures, other works of art, and stamp, coin or medal collections.

### we, our, us, the insurer

Gresham Insurance Company Limited.

### you, your

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

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## General Conditions

These conditions apply to all sections of your policy cover (except for 1, 5, 6, 9 and 11 which don't apply to [Legal Services](#) or [Home Emergency cover](#)).

### 1. Important Notice – Information and changes we need to know about

**You** must always take reasonable care to give full and correct answers to the questions **we** ask. **You** must tell **us** immediately if anything on **your** policy schedule or 'Statement of Fact' is incorrect or changes during **your** policy period.

**You** also need to tell **us** if:

- any member of **your** household or anyone insured on the policy has any unspent criminal convictions (except motoring offences) or any prosecutions pending.
- the people to be insured change.

For [Buildings, Buildings Landlord, Contents and Starter Contents cover\(s\)](#): **you** must also tell **us** if **you** plan to:

- lend, or let **your home** (not applicable for [Buildings Landlord cover](#))
- use **your home** for business (except computer work, emails, telephone calls or administration);
- alter or renovate the **buildings** (but not internal renovations);
- leave **your home unoccupied** for more than the agreed number of days.

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

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

- change your premium, **excess** or cover
- refuse to pay all or part of a claim or cancel **your** cover.

If **you** are unsure whether **you** need to tell **us** of a change please call Customer Services.

### 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 and keep insured property in good condition.

### 3. The contract of insurance

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 and/or "Statement of fact" document as issued by **us**;
- **your** schedule (including any **clauses** shown on it);
- information under the heading 'Important Information' which **we** give **you** when **you** take out or renew **your** policy;
- changes to this policy or important information **we** give **you** at renewal.

In return for **you** paying **your** premium **we** will provide the cover shown on **your** schedule during the period of insurance.

### 4. 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.

### 5. The Sum Insured

At all times the:

- **buildings sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification.
- **contents sum insured** for [contents cover](#) (this does not include [starter contents cover](#)) and the **sum(s) insured** for [gadget](#), [bike](#), [sports equipment](#) and [personal items cover\(s\)](#) must be at least equal to the full cost of replacing the property 'as new'.

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



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## 6. Index Linking

**Your sum(s) insured** may be updated monthly (and the new amounts notified to **you** annually with **your** renewal notice) to reflect rising costs in line with the Retail Price Index for **contents** and the House Rebuilding Cost Index for **buildings**. **We** won't reduce **your sum(s) insured** if the index falls.

## 7. Monthly premiums

If **you** are paying monthly premiums these will be due on the policy start date shown on **your** schedule and on the same date of each following month. If **you** do not pay the first premium, this policy will not be valid. **You** will receive 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 when due, **we** will have the right to cancel the policy as shown below.

## 8. Cancellation

### Your rights

Anyone named on the policy schedule can call us at any time to cancel the policy, or remove additional covers.

### Our rights

**We** may cancel **your** policy or additional covers where there is a valid reason, for example where:

- **you** have not paid **your** premium when due. If **you** miss a payment **we** will write to **you** giving a further date to pay. If **we** don't receive payment by then **we** will cancel the policy from the date shown on the letter;
- **we** reasonably suspect fraud;
- **you** fail to co-operate with **us** or give **us** information or documentation **we** ask for, and this affects **our** ability to process a claim or defend **our** interests;
- **you** have not given complete and accurate answers to the questions **we** ask.

Where **we** cancel, **we** will always give **you** at least 14 days' notice by post or email to the last address **you** have given **us** and tell **you** the reason why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel **your** policy without notice and backdate the cancellation to the date when this happened, which could be when **you** first bought **your** policy.

### Will I get a premium refund?

- If you cancel **your** cover before it starts **we'll** refund anything **you've** already paid for that cover, or
- If you cancel **your** cover after it's started **we'll** refund **you** for any remaining days that **you've** already paid for.

The refund set out above will not apply if **we** cancel **your** policy because of **your** fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## 9. 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 if **you** have lost something or **your** claim results from a criminal act (eg theft or malicious damage) and get a crime reference number;
- b. notify your network provider within 24 hours of discovering the loss or theft of your **gadget** if **you** may want to claim for **unauthorised use** under **Gadget cover**;
- c. contact **us** as soon as reasonably possible and provide all the information and help **we** need to settle **your** claim;
- d. tell **us** without unnecessary delay if any property is later returned to **you**;
- e. call **us** if **you** receive any information or communication about the event or cause;
- f. avoid discussing liability with anyone else without **our** permission.

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To help **us** settle your claim

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

#### Our rights

- **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.

- No property may be abandoned to **us**.

#### Settling Property Claims

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

- replacing;
- reinstating;
- repairing;
- payment.

Replacement will be on a like for like basis or based on the nearest equivalent in the current market. Please note that **our** replacement mobile phones are refurbished models – see the additional conditions for **gadgets** below.

If **we** can repair or replace property but agree to make a cash or voucher settlement **we** will only pay **you** what it would cost **us** to repair or replace it as new.

#### Additional conditions when you're claiming for a gadget

- **Our** replacement phones are refurbished models.
- **We** aim to let **you** keep **your** existing telephone number, but if (for reasons beyond **our** control) **you** can't then **your** replacement phone will be connected to a new number.

- Replacement **gadgets** will not include any stored information added to **your** original **gadget** including data, downloads, videos, music and applications.
- If **your** claim relates to an incident abroad, **we** will not replace the **gadget** until **you** return to the **British Isles**.
- **You** will need to remove any security protection (eg Activation Lock on iPhones) before **we** can process **your** claim for damage or **mobile breakdown**.
- If **you** are claiming for **unauthorised use of your gadget** **you** will need to provide evidence of **your** loss (for example itemised bills or evidence of phone credit or recent top ups).

#### What we will pay

##### Cover limits

- **We** will pay up to the limit(s) shown on **your** schedule (or in this booklet) for any one claim.
- Where a 'single item limit' applies, this is the most **we** will pay for any one item, set or collection (unless specified individually on **your** schedule, in which case **we** will pay up to the item limit).
- The limits shown on **your** schedule won't be reduced if **we** pay a claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

##### Extra amounts we'll pay

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

- architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes and must not include any amount to help **you** prepare your claim;

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- the cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay;
- the cost of meeting building regulations or municipal or local authority bye-laws, unless **you** had already been told about the requirement before the **buildings** were damaged.

### Sets and pairs

If **we** have accepted a claim for loss or damage to something which is part of a matching group or set of items, and **we** can't source a matching replacement, **we** will pay to replace the undamaged part(s) of the matching group, as follows:

- for Buildings, Buildings Landlords and/or Contents cover **we** will pay to replace undamaged items where they are within the same room or open plan area as the damaged items or parts and the damaged items are:
  - part of a fixed sanitary suite, fitted furniture or floor or wall tiles;
  - **contents**
- for other **cover sections** (except for Starter Contents cover) **we** will pay to replace undamaged part(s) of the matching group or set of items.

### What we won't pay

- the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour under **Starter Contents cover** and under any other part of the policy except as shown above;
- any loss that is not the direct result of the insured incident (for example, if the value of an item or the market value of **your home** reduces because it's been repaired or if **you** can't make calls because **you** have lost **your** phone), unless we specifically tell **you** otherwise in any part of the policy.

### Settling liability claims

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 respect of **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming costs and expenses **we** incurred.

### 10. 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**.

### 11. No-claim discount

- If you make a claim under one or more of the following covers:  
**Buildings, Buildings Landlord, Contents or Starter Contents** **we** will reduce your no-claim discount under the relevant cover(s) at **your** policy renewal unless **you** have bought Protected No Claim discount to protect **your** discount and premium under that cover section.
- If **you** do not make a claim under **your** policy, **we** will increase your no-claim discount at **your** policy renewal (until **you** reach **our** maximum of 5 years discount).

### 12. Other Insurance

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under Occupiers, Personal and Employers Liability until all cover under that other insurance is exhausted.

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For all other claims **we** will not pay more than **our** share of the claim, 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.

#### 13. 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).

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## General Exclusions

These exclusions apply to all sections of the policy except for:

- [Legal Services](#) where Exclusions 1 to 7 do not apply;
- [Home Emergency](#) where Exclusions 1 to 4 do not apply.

**We will not cover:**

### 1. [The excess](#)

the **excess(es)** shown on **your** schedule.

If **we** accept a claim for **subsidence, heave, or landslip** damage to **your buildings** then, regardless of the underlying cause, the **subsidence, heave and landslip excess** shown on **your** schedule will apply to **your** claim

### 2. [Faulty materials or workmanship](#)

damage caused by faulty or unsuitable materials, design or poor workmanship.

### 3. [Theft by deception](#)

theft where someone deceives **you** to steal **your** property (eg tricks **you** into handing it over or 'buys' it without making a proper payment). This doesn't apply where they only use deception to get into **your home** to steal property.

### 4. [Confiscation or detention](#)

confiscation or detention by customs or other officials.

### 5. [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.

### 6. [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 means:

- a. the use or threat of force and/or violence and/or
- b. actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

### 7. [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 5) War or 6) Terrorism above.

### 8. [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.

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## 9. Pollution or Contamination

anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at your **home**.

## 10. Deliberate or Criminal Acts

any loss or damage:

- a. deliberately caused by; or
- b. arising from a criminal act committed by;  
**you** or any other person living with **you**.

## 11. Events before the cover start date

anything which occurred before the cover under this policy started.

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## Buildings Cover and Buildings Landlords Cover

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

Section	Buildings Cover	Buildings Landlords Cover
The Buildings	✓	✓
Loss of rent and the cost of alternative accommodation	✓ For homeowner, resident family and lodgers	✓ Alternative accommodation for tenant or <b>your</b> lost rent
Malicious damage by tenants	n/a	✓
Loss or theft of keys	✓	✓
Emergency access	✓	✓
Tracing and accessing leaks	✓	✓
Buildings sets and pairs	✓	✓
Your liability to the public	✓	✓
Selling your home	✓	✓
<b>Enhancements</b>		
Buildings accidental damage	✓	✓
Buildings Protected No claim discount	✓	✓

### What is covered?

**Your** schedule shows **your sum insured** and any other limits which apply.

### The Buildings

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

1. Fire, explosion, lightning, earthquake or smoke.
2. Storm or flood.
3. Malicious people, vandals, riot, civil unrest, strikes, labour or political disturbances.
4. Being hit by:
  - aircraft or other flying objects or anything falling from them;
  - vehicles or animals.
5. Water escaping from or freezing in water tanks, pipes, equipment or fixed heating systems.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling television or receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.
10. Falling trees or branches. If **we** accept a claim for damage to the **buildings** by falling trees **we** will also pay **reasonable costs** to remove the fallen tree or part of the tree (this does not include any part of the tree which remains below ground).

### Loss of rent and the cost of alternative accommodation

If **we** have accepted a claim for damage to **your home** and the damage means **your home** can't be lived in, **we** will pay:

- a. reasonable additional accommodation expenses for **you** and **your** domestic animals;
  - b. rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses for **your** tenant(s) or **your** lodgers and their domestic animals;
  - c. ground rent **you** still have to pay;
- until the **home** is ready to live in.

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‘Reasonable additional accommodation expenses’ above means **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** are happy to discuss and can offer help in finding accommodation.

## Loss or theft of keys

If keys to external doors of the **home** or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms.

## Emergency access

No **excess** applies to this section.

**We** will cover 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 by water or fuel escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay the **reasonable cost** of removing any other part of the **buildings** necessary to find the source of the leak and making good after the leak’s been fixed.

**We** will ask **you** to pay to repair or replace the pipe or other part which caused the leak if it leaked simply because it had failed or worn out. This is because **you** are not covered for ‘wear and tear’ or breakdowns.

## Selling your home

If **you** have contracted to sell the **buildings** and they are damaged before the sale is completed, the buyer (if not otherwise insured) will be entitled to benefit from this insurance (for the damage or destruction) once the sale has been completed.

## What is not covered?

- Wear and tear

By this **we** mean damage which happens naturally and predictably as a result of normal use or ageing. For example, an ageing flat roof can fail allowing water to get in. Insurance doesn’t cover this – it’s part of **your** responsibility as the homeowner to keep **your** home in good order.

- Storm damage to fences, gates and hedges.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on **your** schedule:
  - malicious people or vandals;
  - water freezing in or escaping from water tanks, pipes, equipment or fixed heating systems;
  - heating fuel leaking from a fixed heating system;
  - theft or attempted theft.
- Wet or dry rot arising from any cause, except where the rot was directly caused:
  - by an unforeseen event which is covered by **your** policy; or
  - by repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your** claim.



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- Loss or damage caused by:
  - frost;
  - riverbank or coastal erosion;
  - **settlement**, shrinkage or expansion of parts of the **buildings**.
- **Subsidence, heave or landslip:**
  - to any part of the **buildings** except the house, flat or outbuildings unless **we** accept (or have already accepted) a claim for **subsidence, heave, or landslip** damage to the house, flat or outbuildings;
  - if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave or landslip** unless **you** told **us** about this and **we** accepted it
- Theft or attempted theft by **you, your** paying guests or tenants.
- Anything shown in the [General Exclusions](#)

## Your liability to the public

This cover is included with [Buildings](#) and [Buildings Landlord cover](#). No **excess** applies to this section

## What is covered?

**Your** legal liability to pay damages and claimant's costs and expenses for:

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

which happens during the period of insurance, where **your** responsibility arises:

- 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 former property owned and insured under this policy, for accidents happening during the period of insurance, or up

to seven years afterwards, provided they are not covered by any other insurance.

**We** will pay up to the limit shown on **your** schedule for any one incident and, in addition, will pay all **your** costs and expenses that **we** have already agreed to in writing.

## What is not covered?

Liability in connection with:

- **you** occupying the **building** and its land;
- any employee for anything which happens from, and in the course of, their employment by **you**;
- loss of or damage to property that belongs to **you** or is in **your** care;
- **your** trade, business or profession (except as landlord of the **home**);
- any **motorised vehicle**;
- any electrically assisted pedal cycle while:
  - anywhere outside of England, Wales and Scotland;
  - within England, Wales and Scotland where there is a legal requirement to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules));
- any agreement unless **you** would have still been legally liable without that agreement;
- anything shown in the [General Exclusions](#).

## Important note

Accidents which happen in buildings or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** owning the **home** (e.g. if **you** are a landlord). If **you** own the **home** and also live in it (e.g. **your** main home or **your** holiday home), any liability arising as occupier is not covered under this section, but this is provided if **you** take Contents cover.

## Finding your way around your policy

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## Options to extend or enhance your chosen buildings cover

### Buildings Accidental Damage Cover

This cover only applies when shown on **your schedule**

#### What is covered?

All other **accidental damage** to the **buildings** that is not covered by **your Buildings cover** or **Buildings Landlords cover**.

#### What is not covered?

- The cost of replacement or repair following a breakdown or fault (eg broken down boiler).
- Chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by:
  - vermin, insects, fungus, weather conditions;
  - water entering your **home** regardless of how this happened (please note **Buildings cover** and **Buildings Landlord cover** covers water damage caused by flooding, a storm or from leaking pipes, tanks, equipment or fixed heating system);
  - building alterations, renovations, extensions or repairs.
- Anything excluded under **Buildings cover**, **Buildings Landlord cover** or the **General Exclusions**.

## Buildings Protected No Claim Discount

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

To be eligible for Protected No Claim Discount **you** must:

- have 5 years No Claim Discount as calculated by **us**; and
- be claim free for at least the last 3 years; and
- have an **excess** of at least £100.

From the day **you** add Protected No Claim Discount **your** No Claim Discount will not reduce and **your** premium will not increase as a direct result of a claim, unless 2 claims occur within any 5-year period, in which case **your** No Claim Discount will not reduce but protection against further claims will be lost.

For any subsequent claim(s) **your** No Claim Discount will be reduced and **your** premium will be impacted at **your** next renewal.

NOTE – A 5-year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5-year period will start when the next claim occurs.

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## Contents and Starter Contents Covers

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

**Your** schedule shows **your sum insured** and any other limits which apply.

**We** offer two options to cover **your** possessions in **your** property, outbuildings and garden.

- **Contents cover** – our most extensive **contents** product
- **Starter Contents** – designed for students and other customers who feel they don't need all the cover offered by **Contents cover** and/or who don't wish to insure all their possessions.

The table below outlines what cover **you** get with each option.

Is your property let?	Contents cover		Starter contents cover	
	Your property is NOT let	Your property IS let	Your property is NOT let	Your property is let
<b>Cover</b>				
Contents in the home	✓	✓	✓	✓
Loss or theft of keys	✓	✓	✓	✓
Food in freezers	✓	✗	✗	✗
Domestic heating fuel and metered water	✓	✓	✗	✗
Loss of rent and cost of alternative accommodation	✓	✓	✗	✗
Household removals (professional)	✓	✓	✓	✓
DIY removals/Contents in transit to/from college or university	✗	✗	✓	✓
Occupier's, personal and employer's liability	✓	✓	✓	✓
Tenants liability*	✓	✗	✓	✗
Emergency access	✓	✓	✓	✓
Personal money in the home	✓	✗	✓	✗
Malicious damage by tenants	✗	✓	✗	✓
Tenants improvements*	✓	✗	✗	✗
Contents sets and pairs (for details see claims settlement in <a href="#">General Conditions</a> )	✓	✓	✗	✗
Cover for visitors' belongings	✓	✗	✗	✗
<b>Enhancements</b>				
Contents accidental damage	✓	✓	✓	✓
Contents protected no-claims discount	✓	✓	✓	✓

\*Only if you are a tenant

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## What is covered?

### Contents in the home

Loss of or damage to **contents** in the **home** caused by any of the following:

1. Fire, explosion, lightning, earthquake or smoke.
2. Storm or flood.
3. Malicious people, vandals, riot, civil unrest, strikes, labour or political disturbances.
4. Being hit by:
  - a. aircraft or other flying objects or anything falling from them;
  - b. vehicles or animals.
5. Water escaping from water tanks, pipes, equipment or fixed heating systems.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling television or receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence or heave** of the land on which the **buildings** stand, or **landslip**.
10. Falling trees or branches.

### Loss or theft of keys

If keys to external doors of the **home** or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms.

### Food in freezers

**We** will cover loss of or damage to food stored in a freezer in your **home**, due to a change in temperature or contamination by freezing agents, which is not caused by a deliberate act, or strikes by **your** power supply company (or its employees).

### Domestic heating fuel and metered water

**We** will cover theft or accidental leakage of domestic heating fuel or metered water at **your home**.

## Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause covered under **Buildings cover** and **Buildings Landlords cover** sections 1 to 10 and the damage means your **home** can't be lived in, **we** will pay:

- reasonable additional accommodation expenses for **you** and **your** domestic animals;
- rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses for **your** tenant(s) or **your** lodgers and their domestic animals;

until the **home** is ready to live in.

When **we** refer to 'reasonable additional accommodation expenses' above this means **we** will pay for alternative accommodation taking all the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** are happy to discuss and can offer help in finding accommodation.

## Household removals

**We** will cover **accidental** damage or theft of **contents** (except **personal money**, jewellery, watches, items of gold or platinum, stamps and coins) during professional removal from the **home** to **your** new permanent **home**, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the **British Isles**.

## DIY removal/Contents in transit to or from college or university

**We** will cover loss of or damage to **your contents** (except **personal money**, jewellery, watches, items of gold or platinum, stamps and coins) caused by anything listed under **Contents in the home** while in transit within the United Kingdom between:

- the **home** and **your** new permanent **home**, or one that **your** tenant will occupy

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- **your** term time and non-term-time address at the start and end of each vacation, while **you** are at college or university.

## Tenant's liability

**We** will cover **your** legal liability as a tenant for:

- a. loss of or damage to the landlord's **home** and fixtures and fittings by anything listed under **Contents in the home**;
- b. **accidental damage** to:
  - any of the following which form part of the **home**: fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings) and fixed glass (including glass in solar panels);
  - cables or underground pipes that provide services to or from the **buildings**, and septic tanks and drain inspection covers.

## Tenant's Improvements

**We** will cover **tenant's improvements** (meaning kitchens, fitted wardrobes, bathrooms, double glazing, conservatories, greenhouses, sheds, garages, wood or laminate flooring **you** have paid for as tenant) for:

- loss or damage caused by anything listed under **Contents in the home**;
- **accidental damage** to fixed glass and sanitary fittings (eg baths, shower trays and shower screens) that form part of the **buildings**.

## Emergency access

No **excess** applies to this section.

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

## What is not covered?

- Wear and tear.
  - This means damage which happens naturally and predictably as a result of normal use or ageing, such as long term exposure of soft furnishings to smoke.
- The cost of repairing or replacing items which have broken down or developed a fault (for example a freezer or laptop that has stopped working or is faulty).
- Anything not defined as **contents** in the **Definitions** section.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on **your** schedule:
  - malicious people or vandals;
  - water escaping from water tanks, pipes, equipment or fixed heating systems;
  - heating fuel leaking from a fixed heating system;
  - theft or attempted theft;
- Loss or damage caused by riverbank or coastal erosion;
- 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;
  - of cycles (including Ebikes) from the garden unless securely locked to an object that cannot be moved;
  - if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to;
  - 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;
  - by paying guests, tenants or **you**.

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- Property insured by any other policy.
- **Subsidence, heave and landslip** damage to conservatories under [Tenant's Improvements cover](#).
- **Your** liability as a tenant resulting from alterations, renovations, or repairs to the **buildings**.
- Anything shown in the [General Exclusions](#).

## Occupier's personal and employer's liability.

No **excess** applies to this section.

### What is covered?

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

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

which happens during the period of insurance in the **British Isles** (or another country which **you** are temporarily visiting) and where **your** responsibility arises:

- a. as occupier (not as owner) of the **home**; or
- b. in a personal capacity (not as the owner or occupier of any building, land or fixed property); or
- c. as the employer of a **domestic employee** where the accident happens from, or in the course of their domestic employment with **you**.

**We** will pay up to the relevant limit shown on **your** schedule plus related costs and expenses that **we** have agreed to in writing.

## What is not covered?

Liability in connection with:

- a. **you** owning land, buildings or other fixed property;
- b. **you** living in or occupying land or buildings except the **home**
- c. caravans, aircraft and boats, boards and craft designed to be used on or in water, except:
  - watercraft that are only propelled by oars or paddles;
  - toys or models that are remotely controlled by a pedestrian;
- d. deliberate or malicious acts;
- e. the passing on of an infectious disease or virus;
- f. any trade, business or profession;
- g. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- h. any electrically assisted pedal cycle while:
  - anywhere outside of England, Wales and Scotland;
  - within England, Wales and Scotland where there is a legal requirement to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules));
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later legislation;
- j. any agreement unless **you** would still have been legally liable without that agreement;
- k. loss of or damage to property belonging to **you** or in your care or control;

# Finding your way around your policy

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## I. bodily injury or illness to **you**.

Where a claim relates to **your** employment of a **domestic employee** exclusions (a) to (f) will not apply and exclusions (g) and (h) will not apply unless protection is needed under any of the 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.

### **Important note**

Accidents which happen in buildings or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** occupying the **home**. Any liability arising solely from **your** ownership of the **home** (e.g. if you are a landlord and don't live in the **home**) is not covered under this section, but this is provided if **you** take Buildings cover.

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## Options to extend or enhance your chosen contents cover

### Contents Accidental Damage Cover

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

#### What is covered?

All other **accidental damage to contents** while in the **home** that is not covered by [Contents](#) or [Starter Contents](#).

#### What is not covered?

- Chewing, scratching, tearing or fouling by domestic animals.
- Damage caused:
  - by weather conditions, moths, vermin, insects, fungus, damp, rust, wet or dry rot;
  - by water entering your **home** regardless of how this happened (please note [Contents in the home](#) covers **you** for water damage caused by flooding, a storm or from leaking pipes, tanks, equipment or fixed heating systems);
  - to food;
  - while the **home** or any part of it is sub-let.
- Anything which is excluded under [Contents in the home](#) or shown in the [General Exclusions](#).

## Contents Protected No Claim Discount

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

To be eligible for Protected No Claim Discount **you** must:

- have 5 years No Claim Discount as calculated by **us**; and
- be claim free for at least the last 3 years; and
- have an **excess** of at least £100.

From the day **you** add Protected No Claim Discount **your** No Claim Discount will not reduce and **your** premium will not increase as a direct result of a claim, unless 2 claims occur within any 5-year period, in which case **your** No Claim Discount will not reduce but protection against further claims will be lost.

For any subsequent claim(s) **your** No Claim Discount will be reduced and **your** premium will be impacted at **your** next renewal.

NOTE – A 5-year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5-year period will start when the next claim occurs.



# Finding your way around your policy

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## Home Emergency Cover

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

**Your** schedule shows the cover limits which apply. Using this cover does not affect your no claim discount and there is no **excess** to pay.

**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:

- causes a loss of **essential services** or damage to **your property**; or
- exposes a risk to **your** health; or
- 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 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.

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## 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.

## Home Emergency Cover Definitions

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

### 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.

### engineer

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

### 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.

## we/our/us

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**.

## Your 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.
- If **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 below

## Repair of your main heating system

### What is covered?

**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 heaters.

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## What is not covered?

- routine maintenance, cleaning and servicing;
- LPG (liquid petroleum gas) boilers;
- dual-purpose boilers (eg Agas and Rayburns used for cooking and central heating);
- warm-air and solar-heating systems;
- sludge, scale or rust in the primary heating system or damage caused by a harmful chemical in the water;
- repair or replacement of convector heaters, water tanks and hot water cylinders;
- separate heaters providing hot water;
- adjustment of timing and temperature controls;
- resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do;
- underfloor heating;
- other appliances such as cookers and fires;
- radiators or radiator valves; or
- boilers which are still working, but **you** suspect may be about to break down (eg 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](#) below.

### 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**.

### Breakdown of gas central heating system

#### What is covered?

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.

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## What is not covered (also see the [Home Emergency Cover General Exclusions](#))

- 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.

## Breakdown of oil-fired central heating system

### What is covered?

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](#))

- 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.

## Electric heater(s) breakdown

### What is covered?

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](#))

- a. electric water heaters;
- b. any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smartheat systems, wet systems and underfloor heating;
- c. heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters;
- d. air conditioning units;

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- 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.

## Internal plumbing and drainage

### What is covered?

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](#))

- 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?

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.

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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?

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](#))

- 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**.
- d. 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.

## Electrical emergency and breakdown

### What is covered?

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](#))

- 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;

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- 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?

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.

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### Pest infestation

#### What is covered?

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 Conditions

The following conditions apply to this section. Also refer to the [General Conditions](#) section of this policy document.

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

## Home Emergency Cover General Exclusions

**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;



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- 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 [Home Emergency 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.

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## Legal Services Cover

This cover will only apply if it is shown on **your schedule**.

Please see **your** schedule for the **cover** limit.

Using this cover does not affect your no claim discount and there is no **excess** to pay.

### How to get assistance – Call us first to get help and advice on 08000 514 310.

1	For confidential advice call <b>08000 514 310</b> <b>Our</b> legal helpline is available 24 hours a day, 365 days a year.  Please have <b>your</b> policy number ready.	This cover is to help <b>you</b> and <b>your</b> family to pursue or defend legal claims.  The issues <b>we</b> may be able to help with are described in the Insured Events section on pages 35 to 37.  As soon as <b>you</b> become aware of an issue, please call the 24 hour helpline on <b>08000 514 310</b> and <b>we</b> will ensure <b>you</b> are provided with help and advice, on a private legal matter, for <b>you</b> or a member of <b>your</b> household, and <b>you</b> can call for advice as many times as <b>you</b> need to.  It is important that <b>you</b> tell <b>us</b> about a dispute as soon as possible after it happens as this may improve <b>your</b> chances of winning the case (known as prospects of success).
2	<b>We'll</b> discuss the issue with <b>you</b> and help <b>you</b> understand <b>your</b> options.	<b>We'll</b> help <b>you</b> understand what <b>your</b> legal rights are, what course of action is available to <b>you</b> , if that action can be taken by <b>you</b> or whether <b>you</b> need to consult with a <b>lawyer</b> . <b>We</b> will also advise <b>you</b> if <b>your</b> issue could be covered under Legal Services Insurance.
3	If <b>your</b> issue is covered under this policy <b>we'll</b> provide <b>you</b> with a <b>lawyer</b> .	If <b>your</b> claim is accepted <b>we</b> will provide <b>you</b> with a <b>lawyer</b> who specialises in the law relating to <b>your</b> claim. <b>You</b> do not have to find <b>your</b> own <b>lawyer</b> as <b>we</b> have access to a range of leading expert <b>lawyers</b> waiting to help <b>you</b> .
4	<b>You</b> will be asked to provide evidence.	Should <b>you</b> wish to pursue a claim the <b>lawyer</b> will need <b>you</b> to provide as much information as possible to support <b>your</b> case. This could include: copy of contracts, witness details, correspondence with anyone regarding <b>your</b> claim etc. <b>You</b> are responsible for providing evidence to support <b>your</b> case at <b>your</b> own cost.
5	The <b>lawyer</b> will assess <b>your</b> case to determine <b>your</b> chances of winning.	The <b>lawyer</b> will first assess how likely <b>you</b> are to win <b>your</b> case. <b>We</b> call this 'prospects of success', and <b>we</b> explain this further on page 39. The <b>lawyer</b> who is acting for <b>you</b> decides this. If the <b>lawyer</b> believes that <b>you</b> are more likely than not to win <b>your</b> case then they will pursue it for <b>you</b> and <b>we</b> will pay their <b>costs and expenses</b> up to the amount shown on <b>your</b> schedule.

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6	If <b>you</b> have sufficient chances of winning <b>your</b> case, the <b>lawyer</b> will progress it.	The <b>lawyer</b> will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve <b>your</b> case with the other side.
7	The case may progress to court.	If an agreement cannot be made then the case may progress to a court, tribunal or other body who will decide the outcome. <b>You</b> may have to attend and give evidence.
8	<b>We</b> will continue to fund the <b>costs and expenses</b> up to the limit shown on <b>your</b> policy schedule	Providing the prospects of success stay in <b>your</b> favour <b>we</b> will continue, in line with the terms and conditions of this policy, to pay for the <b>lawyer's costs and expenses</b> throughout the claim.
9	Case closure	If <b>you</b> use a <b>lawyer</b> provided by Aviva, whether <b>you</b> win or lose <b>you</b> will not be liable for any payment (unless <b>costs and expenses</b> go over the amount shown on <b>your</b> schedule, and options will be discussed with <b>you</b> before this situation arises). If <b>you</b> are awarded compensation as part of <b>your</b> case then <b>you</b> keep 100% of <b>your</b> compensation awarded and recovered to <b>you</b> .  If <b>you</b> use a <b>lawyer</b> of <b>your</b> choice and <b>you</b> are awarded compensation, <b>we</b> cannot guarantee <b>you</b> will be able to keep all of it as a proportion may be retained by <b>your lawyer</b> .

## Your Cover and Insured Events

**Call us on 08000 514 310 as soon as you become aware of an issue**

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

- pursue or defend a claim for damages;
- pursue the enforcement of an agreement;
- seek an injunction eg to stop a neighbour being noisy;
- seek other legal remedy.

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

If **you** would like some more information about claims go to [www.aviva.co.uk/home-legal](http://www.aviva.co.uk/home-legal) or call **08000 514 310**.

## 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.

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## Common examples of 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.

## 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.
- Negotiating with **your** employer the terms of a settlement agreement.

If **you** need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on **08000 514 310** 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.

## 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 planning including town and country planning legislation.
- **You** will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes **between you** as the landlord and a tenant of any **home you** own.
- A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to **your home**.

## Common examples of Property Dispute claims:

- 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.
- Where a neighbour's overgrowing ivy or leylandii damages **your home**.
- Boundary disputes regarding building work or fences.

## 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).

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## Common examples of Consumer Dispute 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 disputes

### 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 dispute claims:

- Trips or slips whilst at work or in a shop.
- Operating machinery which is faulty or **you** are not properly trained to use.
- 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 Procedure Negligence disputes

### What is covered?

- Claims relating to medical or cosmetic procedure negligence which causes death or injury to **you**.
- Cosmetic procedures which have not caused death or injury may be covered under the **consumer disputes** section.

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.

## Common examples of Medical or Cosmetic Procedure Negligence dispute 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.

For claims relating to medical or cosmetic procedure 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.

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## Questions and answers

### Who is covered under this policy?

The persons named on **your schedule** together with their domestic partner and all members of their family, including foster children, who live with them

### Where and when does the issue/incident need to have happened to be covered under the policy?

The incident leading to a claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on **your schedule**

### Who will answer my call and handle my case?

A legal professional appointed by Aviva will answer **your** call, and if **you** have a case and legal representation is necessary, **your** case will be managed by Arc Legal Assistance Limited (Arc) who are **our** trusted expert.

### Is my call confidential?

**We** will give **you** and members of **your** household 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. Please note that for **our** joint protection telephone calls may be recorded and/or monitored.

### Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and **we** want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary Arc will appoint a **lawyer** from one of their approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust that has extensive experience in the area of law relevant to **your** claim;

- the firm of solicitors will have passed Arc's vetting process and proved themselves to be able to work to high quality standards;
- in cases where **you** may be due compensation from another party, **you** will keep 100% of the compensation awarded and recovered to **you**;
- the **lawyer** charges competitive legal fees which means the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.
- If **you** do choose to use another **lawyer** it is important that **you** are aware that both **we** and Arc cannot ensure the **lawyer** acting for **you** will be suitably competent to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not approved by Arc may also require **you** to pay them a percentage of **your** compensation.

### Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect **your** level of no claims discount or **your** premium on **your** Home Insurance policy. There is no policy **excess** or other fees to pay for using this service.

### Who is the policy underwritten by?

Legal Services is underwritten by Aviva Insurance Limited.

### Some words are in bold in this section, what does it mean?

Wherever the following words or phrases appear in **bold** in this section they will have the following meanings (for 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/our/us

Aviva Insurance Limited

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## Assessing your case, including 'Prospects of success' and 'Proportionality'

### 1. 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 **your** case will be considered by the **lawyer** to have reasonable 'prospects of success' (this means how likely **you** are to win **your** case).

In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue **your** case), and:

- 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 and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

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.

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

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

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

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

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the 'What to do if **you** are unhappy' section of the 'important Information' document.

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## Legal Services Cover Exclusions and Conditions

In addition to the specific Legal Services exclusions and conditions shown below the [General Exclusions](#) and [General Conditions](#) apply to this cover (unless otherwise stated).

### 1. What we will not pay 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;
- b. claims where **you** do not keep to the terms, exclusions and conditions of this 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 happened before this cover starts or that begin 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 issue leading to a claim which was 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. 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;
- p. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- q. any test case unless:
  - (i) the test 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 consider a dispute that has never been decided before this is often referred to as a 'test case'. The court's decision will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.



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### 2. 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 and 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, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (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**.

### 3. 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.

### 4. Disputes about the way your claim has been handled

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 section of this policy.

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the **lawyer's** opinion?' section on page 39 of this document.

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## Gadget cover

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

Your schedule shows any additional cover limits not shown below

This option insures **your gadgets** whether at **home** or anywhere else in the world.

### Gadget Cover Definitions

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

#### mobile breakdown

Failure of a mobile phone to operate due to an internal electrical or mechanical fault happening after the date the manufacturer's warranty expires.

#### unauthorised use

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent following theft or loss of **your gadget**.

#### What is covered?

- loss of or damage to **your gadgets**;
- **mobile breakdown** for mobile phones; happening at **home**, or anywhere else in the world.

#### What is not covered?

- Repair or replacement due to breakdowns or faults (except for **mobile breakdown**).
- Anything covered under the manufacturer's warranty or which results from a manufacturer's defect or recall.
- Cosmetic damage such as dents, or other damage that does not affect how the gadget works.
- Any claim for a mobile phone where we cannot verify the IMEI number, or the IMEI number belongs to a phone that has previously been recorded as lost or stolen.

- Theft from an unattended vehicle unless:
  - the gadget has been placed out of view in an enclosed storage compartment; and
  - the vehicle and any external luggage compartments have been securely locked, and broken into by using force and violence.
- Items used in connection with any business, trade, employment or for professional purposes
- Loss or damage caused by:
  - wear and tear, light, weather conditions, moths, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually
  - non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or trojans;
- Loss of (or the cost of reinstating) stored information, including any data, downloads, videos, music and applications.
- Any claim if the **gadget** has been modified with technical improvements or repaired by someone except the manufacturer or its authorised repair agents. If the **gadget** has been modified cosmetically the **gadget** will be covered but not the cosmetic enhancements
- Any financial loss (except for network access costs as described in the **Unauthorised use** section) resulting from **your gadget** being used without **your** consent to access **your** bank account, mobile wallet or similar, and/or make purchases.
- Any incident caused intentionally by **you** or anyone who has permission to use **your** gadget.
- Any loss or damage covered by another policy.
- Anything shown in the **General Exclusions**.

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### Unauthorised use

If we accept **your** claim for loss or theft of **your gadget**, we will cover the costs (including taxes and charges) of its **unauthorised use** which you cannot recover from **your** network provider up to a maximum in total of £10,000

See the claims conditions in the [General Conditions](#) which explains what evidence **you** need to provide to claim under this section.

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## Bike Cover

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

Your schedule shows the cover limits which apply

### 1. Your pedal cycle

#### What is covered?

Loss of or damage to **your** pedal cycle(s) happening at **home**, or anywhere else in the world. Cover includes accessories.

With unspecified cycles cover **you** choose a limit to cover **your** most expensive cycle and each one of **your** cycles (including electrically assisted pedal cycles) will be covered up to this limit

#### What is not covered?

- Faults and breakdowns.
- Theft unless the cycle is:
  - in **your** immediate custody and control; or
  - securely locked to an object that cannot be moved; or
  - in a locked building.
- Trade or business use.
- Loss or damage caused by wear and tear, light, weather conditions, damp, rust, wet or dry rot or anything that happens gradually.
- Any loss or damage covered by another policy.
- Anything shown in the [General Exclusions](#).

### 2. Hire of replacement pedal cycle

#### What is covered?

If **you** are unable to use **your** cycle because of loss or damage that's covered under [Your pedal cycle](#), **we** will pay for **you** to hire a replacement cycle from a recognised cycle dealer, from the

date **we** accept **you** have a valid bike cover claim to the date **we** settle **your** claim (by repairing or replacing **your** cycle or making a payment to **you**) but only if **you**:

- let **us** know **you** want to hire a replacement cycle before **you** arrange it
- give **us** written evidence of **your** expenditure.

### 3. Public liability

No **excess** applies to this section.

#### What is covered?

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

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

arising from **your** use or ownership of a pedal cycle which happens during the period of insurance in the **British Isles** (or another country which **you** are temporarily visiting).

**We** will pay up to the limit shown on **your** schedule plus related costs and expenses that **we** have agreed to in writing.

#### What is not covered?

Liability in connection with:

- a claim which does not directly result from **your** use or ownership of a pedal cycle;
- deliberate or malicious acts
- the passing on of an infectious disease or virus;
- any trade, business or profession;
- any electrically assisted pedal cycle while:
  - anywhere outside of England, Wales and Scotland;
  - within England, Wales and Scotland where there is a legal requirement to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules));

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- any agreement unless **you** would still have been legally liable without that agreement;
- loss of or damage to property belonging to **you** or in **your** care or control;
- bodily injury or illness to **you**;
- anything shown in the [General Exclusions](#).

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## Sports Equipment Cover

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

Your schedule will show the cover limits which apply. Please note **sports equipment** doesn't include **gadgets** or **cycles** because specific covers are available for them.

### What is covered?

Loss of or damage to **your sports equipment** happening at **home**, or anywhere else in the world.

### What is not covered?

- Breakdown or faults.
- Any claim for theft from an unattended vehicle unless:
  - the **sports equipment** has been placed out of view in an enclosed storage compartment; and
  - the vehicle and any external luggage compartments have been securely locked, and broken into by using force and violence.
- Loss or damage caused by wear and tear, light, weather conditions, moths, vermin, insects, fungus, damp, rust, wet rot or dry rot, or anything that happens gradually;
- Any loss or damage covered by another policy;
- Anything not defined as **sports equipment** (see the [Definitions](#) section);
- Anything shown in the [General Exclusions](#).

## Personal Items Cover

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

Your schedule will show the property which is covered and the limits which apply.

### What is covered?

Loss of or damage to the following happening at **home**, or anywhere else in the world:

- **personal items** (such as jewellery, watches, clothes, bags, musical instruments and books);
- **personal money** (but only if shown on **your schedule**).

### What is not covered?

- Breakdowns or faults.
- Anything not defined as a **personal item** (see the [Definitions](#) section).
- Any claim for theft from an unattended vehicle unless:
  - the item(s) has been placed out of view in an enclosed storage compartment; and
  - the vehicle and any external luggage compartments have been securely locked, and broken into by using force and violence.
- Loss or damage caused by wear and tear, light, weather conditions, moths, vermin, insects, fungus, damp, rust, wet rot or dry rot, or anything that happens gradually.
- Any loss or damage covered by another policy.
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **you**.
- Loss of **personal money** caused by mistakes.
- Anything shown in the [General Exclusions](#).

This policy and other related documents are also available in large print, audio and Braille. If you need them in any of these formats, please contact Customer Services on 0800 158 4075.

Calls may be recorded and/or monitored.

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The claims administrator for Legal Services is Arc Legal Assistance. Registered Office: The Gatehouse Lodge Park Lodge Lane Colchester CO4 5NE. Registered in England, Registered No 4672894.

The claims administrator for Home Emergency Cover is HomeServe Membership Limited. Registered Office: Cable Drive, Walsall WS2 7BN. Registered in England, Registered No. 2770612.