Home Insurance
Welcome to your Policy Document
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, 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.
Finding your way around your policy

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<td>Call 0800 027 9844 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.</td>
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<td>Legal Services claims and Legal helpline. <em>You can only use the helpline if you have bought Legal Services cover.</em></td>
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**Online servicing**

| Changes to your policy or the information you’ve given us. | Go to www.barclays.co.uk/insurance/home-insurance/manage-my-policy | |
| Customer services | |
| - Questions, or changes to your policy or your information. | 0800 158 4075 | 8am – 10pm Mon-Fri, 8am – 4pm Sat, 10am – 4pm Sun and Bank Holidays |
| - To cancel your policy. | | |
| - Requests for large print, audio or Braille policy documents if you have a disability. | | |
| - Complaints (except about a claim). | | |

**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.

**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

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

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.
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.

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:

- 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;
- 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;
- contact us as soon as reasonably possible and provide all the information and help we need to settle your claim;
- tell us without unnecessary delay if any property is later returned to you;
- call us if you receive any information or communication about the event or cause;
- avoid discussing liability with anyone else without our permission.

To help us settle your claim

It is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets 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 no longer need cover for a specified item (for example if we have made a cash settlement for a lost ring) and you remove the item from your policy, you will not get any refund of premium for the remaining period of insurance.

*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;

• 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.

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).
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.

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.
Buildings Cover and Buildings Landlords Cover

This cover only applies when shown on your schedule.

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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.

‘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.

• 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);
- any agreement unless you would have still been legally liable without that agreement;
- anything shown in the General Exclusions.

**Important note** (if you are both owner and occupier of the home)

Accidents that happen in buildings or on land are, by law, nearly always the responsibility of the occupier rather than the owner. If you occupy the building, please remember that ‘Your liability to the Public’ doesn’t cover your liability as occupier. To protect yourself, you need contents insurance that provides occupier’s liability cover.

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.
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.

<table>
<thead>
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<th>Is your property let?</th>
<th>Contents cover</th>
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<tr>
<td>Cover</td>
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<td>![ ✔ ✔ ✔ ✔ ]</td>
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<tr>
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<td>✔ ✔ ✔ ✔</td>
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<tr>
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<td>❌ ❌ ❌ ❌</td>
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<tr>
<td>Domestic heating fuel and metered water</td>
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<tr>
<td>Household removals (professional)</td>
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<td>✔ ✔ ✔ ✔</td>
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<tr>
<td>DIY removals/Contents in transit to/from college or university</td>
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<td>✔ ✔ ✔ ✔</td>
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<td>✔ ✔ ✔ ✔</td>
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<td>Tenants liability*</td>
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<td>Emergency access</td>
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<td>✔ ✔ ✔ ✔</td>
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<td>Personal money in the home</td>
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<tr>
<td>Malicious damage by tenants</td>
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<tr>
<td>Tenants improvements*</td>
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<tr>
<td>Contents sets and pairs (for details see claims settlement in General Conditions)</td>
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<td>Enhancements</td>
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<td>❌ ❌ ❌ ❌</td>
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<tr>
<td>Contents protected no-claims discount</td>
<td>✔ ✔ ✔ ✔</td>
<td>✔ ✔ ✔ ✔</td>
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</tbody>
</table>

*Only if you are a tenant

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
- 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.
- 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.

Occuper’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);
  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;
l. 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 (if you are the owner and occupier of the home)
Accidents that happen in buildings or on land are, by law, nearly always the responsibility of the occupier rather than the owner. If you are both owner and occupier, please remember Occupier’s, personal and employer’s liability doesn’t cover your legal liability as the owner. To protect yourself, you need buildings insurance that provides public liability cover.

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;
- 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.
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 smell but can cause headaches, nausea, drowsiness and can cause death as well. So it is vital to get your boiler and gas appliances inspected and serviced regularly. This will ensure they are working as safely and efficiently as possible.

Creating access
On arriving at your property, the engineer will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of your possessions, such as storage boxes or furniture, in the way) the engineer will need to create access. If you want the engineer to do this, you will be asked to confirm this in writing while the engineer is at your property. Unless stated in any of the ‘What is covered?’ sections below, we will not cover you for any damage that may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by our engineer’s negligence). If you do not want the engineer to create access, we will be unable to do the work until you have arranged access.

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

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

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

Explaining the parties involved in this cover
This Home Emergency cover is underwritten by Aviva Insurance Limited. Claims handling is managed by HomeServe Membership Limited.

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.

What is not covered?

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

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)

- electric water heaters;
- any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smarheat systems, wet systems and underfloor heating;
- heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters;
- air conditioning units;
- immersion heaters;
- cosmetic damage to the casing of domestic electrical heaters or timer switches; or
- 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)

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

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.

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;
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.
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.**

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<tr>
<td>1</td>
<td>For confidential advice call 08000 514 310. Our legal helpline is available 24 hours a day, 365 days a year. Please have your policy number ready. This cover is to help you and your family to pursue or defend legal claims. The issues we may be able to help with are described in the Insured Events section on pages 27 and 28. As soon as you become aware of an issue, please call the 24 hour helpline on 08000 514 310 and we will ensure you are provided with help and advice, on a private legal matter, for you or a member of your household, and you can call for advice as many times as you need to. It is important that you tell us about a dispute as soon as possible after it happens as this may improve your chances of winning the case (known as prospects of success).</td>
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<td>2</td>
<td>We'll discuss the issue with you and help you understand your options. We'll help you understand what your legal rights are, what course of action is available to you, if that action can be taken by you or whether you need to consult with a lawyer. We will also advise you if your issue could be covered under Legal Services Insurance.</td>
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<td>3</td>
<td>If your issue is covered under this policy we'll provide you with a lawyer. If your claim is accepted we will provide you with a lawyer who specialises in the law relating to your claim. You do not have to find your own lawyer as we have access to a range of leading expert lawyers waiting to help you.</td>
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<td>4</td>
<td>You will be asked to provide evidence. Should you wish to pursue a claim the lawyer will need you to provide as much information as possible to support your case. This could include: copy of contracts, witness details, correspondence with anyone regarding your claim etc. You are responsible for providing evidence to support your case at your own cost.</td>
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<td>5</td>
<td>The lawyer will assess your case to determine your chances of winning. The lawyer will first assess how likely you are to win your case. We call this ‘prospects of success’, and we explain this further on page 30. The lawyer who is acting for you decides this. If the lawyer believes that you are more likely than not to win your case then they will pursue it for you and we will pay their costs and expenses up to the amount shown on your schedule.</td>
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<td>6</td>
<td>If you have sufficient chances of winning your case, the lawyer will progress it. The lawyer will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve your case with the other side.</td>
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<td>7</td>
<td>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. You may have to attend and give evidence.</td>
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8
We will continue to fund the costs and expenses up to the limit shown on your policy schedule

<table>
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<tr>
<th>9</th>
<th>Case closure</th>
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<tr>
<td>Providing the prospects of success stay in your favour we will continue, in line with the terms and conditions of this policy, to pay for the lawyer’s costs and expenses throughout the claim.</td>
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<tr>
<td>If you use a lawyer provided by Aviva, whether you win or lose you will not be liable for any payment (unless costs and expenses go over the amount shown on your schedule, and options will be discussed with you before this situation arises). If you are awarded compensation as part of your case then you keep 100% of your compensation awarded and recovered to you. If you use a lawyer of your choice and you are awarded compensation, we cannot guarantee you will be able to keep all of it as a proportion may be retained by your lawyer.</td>
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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:

a. pursue or defend a claim for damages;
b. pursue the enforcement of an agreement;
c. seek an injunction eg to stop a neighbour being noisy;
d. 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 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.

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.

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 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.

Common examples of Property 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.

Consumer Disputes

What is covered?

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

What is not covered?

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

Common examples of Consumer 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.
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/us
Aviva Insurance Limited
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.
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.

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 ‘What to do if you are unhappy’ section of the ‘Important Information’ document.

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 30 of this document.
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.

**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.
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;
   • damages 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);
   • 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.
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.