

**first direct**

# **Home Insurance Policy Booklet**

Please read this policy and keep it for reference.

# Guide to your first direct Home Insurance policy

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## Explaining first direct's service

Your home insurance policy is provided by Aviva Insurance UK Limited. Home emergency cover is arranged by Aviva Insurance UK Limited and underwritten by Inter Partner Assistance SA. As an insurance intermediary **first direct** deals exclusively with Aviva for the purposes of your policy. Aviva will deal with the administration of your insurance (including claims). You will not receive advice or recommendation from **first direct** on this arrangement. No fee has been charged by **first direct** for arranging this contract.

**first direct** is a division of HSBC Bank plc. HSBC Bank plc is registered in England number 14259. Registered Office: 8 Canada Square, London, E14 5HQ.

## Helpline telephone numbers

<b>Claims and domestic helpline</b>	<b>0845 300 6032</b>
<b>Customer services</b>	<b>0845 300 6031</b>
<b>Textphone:</b>	<b>0800 169 1493</b>
<b>Personal legal advice helpline and Legal expenses claim line</b>	<b>0800 051 1716</b>
<b>Home Emergency claims</b>	<b>0845 300 0957</b>

# Welcome to your first direct Home Insurance policy booklet

## Helpful and important information about your insurance

- insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- it is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear and damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
  - tell us about changes which could affect your policy (see page 5)
  - make sure that your sums insured are high enough to cover the property to be insured (see pages 14, 25 and 29)
  - take reasonable care of your property (see page 42)
- it is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

## How to get help...

### Claims service

If you want to make a claim under this policy, or need to use our Claims and Domestic Helpline, call us on **0845 300 6032**

Our incident managers offer help and advice 24 hours a day, 365 days a year. There's no need to fill out a claim form or arrange estimates, we'll take care of all the arrangements and, provided the incident is covered, settle the bill (apart from the excess) directly with the supplier. On occasions we may be unable to give immediate confirmation that the incident is covered under your policy. In this event, we will still assist you in organising repairs, but you will be responsible for any charges which are not covered under your policy.

Please have your policy number to hand when calling.

### Personal legal advice helpline and Legal expenses claim line

If you would like free personal legal advice, or to make a claim under Legal Expenses call **0800 051 1716**.

### Home Emergency service

If you have chosen Home Emergency cover and would like to make a claim under this policy, call **0845 300 0957**.

### Changes to your policy

If you have any questions, or want to make any changes to your policy, call customer services on **0845 300 6031**.

### Telephone call recording

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

# Your first direct Home Insurance policy

Wherever words phrases appear in **bold** in this policy, they will have the meanings described in the definitions section starting on page 7, unless otherwise shown for any policy section.

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

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

## Changes we need to know about

Please call us immediately if there are any changes to the information set out on the “Information Provided by You” document or on your schedule.

For example:

- a change to the people to be insured
- if your sum insured levels are not enough
- if your home will be left unoccupied for more than the number of days shown on your schedule
- cautions or criminal convictions of the people to be insured
- a change of use of your home, eg letting or partially letting the property, or using part of the property for business purposes.

Any change in circumstances may result in revised terms and conditions of this policy from the date of change. If you do not tell us about any change it may affect any claim you make.

## The contract of insurance

You should read this policy, the “Information Provided by You” document and the schedule together. These documents form the contract of insurance between you and us.

In return for your premium, we will provide the cover shown in the schedule during the period of insurance.

## Choice of law

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

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

## Use of language

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

## Your cancellation rights

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

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

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period you have received cover.

To exercise your right to cancel, please contact Aviva Home Insurance Service Centre on 0845 300 6031.

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

For your cancellation rights outside the statutory cooling off period, please refer to the **General conditions** on page 42 of this policy booklet.

## Administration charge

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any adjustments you make to your policy.

## Additional covers - refund of premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

## Customers with disabilities

This policy and other associated documentation is also available in large print, audio, sign language interpretation and Braille. If you require any of these formats please contact:

**0845 300 6031**

Textphone 0800 169 1493 or visit [www.firstdirect.com](http://www.firstdirect.com)

Lines are open from 8am to 8pm Monday to Friday.

## Aviva's Regulatory Status

Aviva is authorised and regulated by the Financial Services Authority ("FSA"). They are registered as Aviva Insurance UK Limited (Registered in England, No 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG) and their FSA registration number is 202280. You may check this information and obtain further information about how the FSA protects you by visiting their website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting them on 0845 606 1234.

# Definitions

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

## Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

## British Isles

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

## Buildings

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

b. Fixtures, fittings and decorations.

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

## Clauses

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

## Contents

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

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

This includes personal belongings of visitors to the home, up to £1,000.

## Domestic employee

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

## Excess

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

## Home

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

## Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

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

## **Period of insurance**

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

## **Personal belongings**

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

## **Personal money**

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

## **Schedule**

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

## **Sum insured**

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

## **Unoccupied**

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

## **Valuables**

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

## **We, us, our, the insurer**

Aviva Insurance UK Limited (unless otherwise shown for any policy section).

## **You, your**

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

# Buildings section

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

Under the **Buildings section we** will not cover:

- the **excess(es)** shown on **your schedule** (no **excess** applies to the **Emergency access** and **Your liability to the public** sections)
- damage by wet or dry rot arising from any cause, except as a direct result of a claim we have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- anything set out in the **General exclusions** on page 45.

## The buildings

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

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

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

2. Storm or flood.

**We** will not cover loss or damage:

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

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

- caused by paying guests, tenants or **you**; or
  - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
4. Being hit by:
    - a) Aircraft or other flying objects or items dropped from them; or
    - b) Vehicles or animals.

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

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

**We** will not cover loss or damage:

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

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

7. Theft or attempted theft.

**We** will not cover loss or damage:

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

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

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

**We** will not cover:

- damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for subsidence, heave or landslide damage to the **home**;
- damage if **you** knew when this policy started that any part of the **buildings** has already been damaged by subsidence, heave or landslide, unless **you** have told **us** about this and **we** have accepted it;
- damage caused by riverbank or coastal erosion;
- damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship;
- damage caused by normal settlement or shrinkage, or by recently placed infill materials moving;
- damage caused by faulty materials, design or poor workmanship.

10. Falling trees or branches.

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

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

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

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

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

If the **home** is damaged by any cause listed under **The buildings** cover sections numbered 1 to 10 and as a result it cannot be lived in, **we** will pay any ground rent **you** still have to pay, for up to two years.

**We** will also pay:

- a) Rent payable to **you**; or
- b) Any reasonable extra accommodation expenses for **you** and **your** domestic animals;

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

## Damage to services

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

- a) Cables and underground pipes which provide services to or from the **buildings**; and
- b) Septic tanks and drain inspection covers

that **you** are legally responsible for.

Under a) **we** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

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

## Fixed glass and sanitary fittings

**We** will provide cover for **accidental damage** to fixed glass and sanitary fittings which form part of the **buildings**. This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).

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

## Emergency access

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

## Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

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

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

## Your liability to the public

### (See the important note below)

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

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

happening during the **period of insurance** and arising:

- from **you** owning the **building** and its land; or
- under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased and occupied.

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

### Defective Premises Act 1972

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

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

**We** will not cover liability in connection with:

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

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

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

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

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

## Selling your home

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

# Extra accidental damage cover to buildings section

This section only applies if it is shown on **your schedule**.

**We** will provide cover for all other **accidental damage** to the **buildings** that is not covered by the **Buildings section**.

**We** will not cover:

- the **excess(es)** shown on **your schedule**;
- damage caused by wear and tear, settlement and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty materials or design, or poor workmanship;
- damage caused by building alterations, renovations, extensions or repairs;
- damage excluded under **The buildings**;
- maintenance and normal redecoration costs;
- damage caused by subsidence, heave or landslip; or
- damage caused by paying guests or tenants;
- anything set out in the **General exclusions** on page 45.

# Buildings conditions

The following conditions apply to **Buildings** and **Extra accidental damage cover to buildings sections**.

## 1. The sum insured

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

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

- a) If **you** have provided the **sum insured** shown on **your schedule**, **we** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear;
- b) If **we** have stated 'Unlimited' on **your schedule**, **we** will cover the full cost of rebuilding the **buildings** to the same specification with no upper limit.

## 2. Settling claims

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

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

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

## What we will pay

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

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

If **we** accept a claim under **The buildings we** will also pay for the following:

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

## What we will not pay

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

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

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

### 3. Pairs, sets and suites

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

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

### 4. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal date of **your** policy.

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

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

See also **General conditions** on page 42.

# Contents section

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

Under the **Contents section** we will not cover:

- the **excess(es)** shown on **your schedule** (no **excess** applies to **Emergency access, Occupiers, Personal and employer's liability** and **Fatal injury benefit**);
- property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature;
- anything set out in the **General exclusions** on page 45.

## Contents in the home

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

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

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

2. Storm or flood.

**We** will not cover loss or damage that happens gradually

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

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

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

- caused by paying guests, tenants or **you**; or
  - that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.
4. Being hit by:
    - a) Aircraft or other flying objects, or anything falling from them; or
    - b) Vehicles or animals.

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

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

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

6. Heating fuel leaking from a fixed heating system.

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

**7.** Theft or attempted theft.

**We** will not cover:

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

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

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

**We** will not cover:

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

**10.** Falling trees or branches.

## Contents temporarily removed from the home

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

- a) Any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the **British Isles**; or
- b) Anywhere else in the **British Isles**.

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

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

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

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

## Accidental damage to home entertainment equipment, mirrors and glass

**We** will provide cover for **accidental damage** up to the limit shown on your schedule to:

- 1 a) Television sets (including digital and satellite receivers), DVD/video players and recorders, games consoles, home computers and audio equipment in the **home**; and
- b) Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**.

**We** will not cover:

- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
  - digital/video cameras and satellite navigation systems;
  - radio transmitters, mobile phones and hearing aids;
  - damage caused by wear and tear or anything which happens gradually;
  - damage caused by the process of cleaning, washing, repairing or restoring any item;
  - electrical or mechanical breakdown;
  - damage caused by fitting a battery incorrectly;
  - loss in value;
  - failure to use in line with the manufacturer's instructions; or
  - damage caused by chewing, scratching, tearing or fouling by domestic animals.
2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

## Contents in the garden

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

**We** will not cover:

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

## Replacement locks

If keys to the locks of:

- a) External doors of the **home**; or
- b) Alarm systems or domestic safes fitted in the **home**

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

## Food in freezers

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

- a) A rise or fall in temperature; or
- b) Contamination by freezing agents.

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

## Domestic heating fuel and metered water

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

- a) Domestic heating fuel; and
- b) Metered water.

## Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause listed under **Contents in the home** and as a result it cannot be lived in, **we** will pay for:

- a) **Your** loss of rent; or
- b) Any reasonable extra accommodation expenses for **you** and **your** domestic animals

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

## Fatal injury benefit

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

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

## Household removals

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

**We** will not cover **personal money**, coins, jewellery, watches, furs, items of gold or platinum, precious stones, stamps and deeds.

## Religious festivals and wedding gifts

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

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

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

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

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

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

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

and arising:

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

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

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

**We** will not cover liability in connection with:

- a) **You** owning land, buildings or other fixed property.
- b) **You** living in or occupying land or buildings other than the **home** or its land.
- c) Aircraft other than pedestrian controlled toys or models.
- d) **You** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**.
- e) Caravans.
- f) Boats, boards and craft designed to be used on or in water, other than:
  - those only propelled by oars or paddles; or
  - pedestrian-controlled toys or models.
- g) Deliberate or malicious acts.
- h) HIV and HIV-related illnesses, including AIDS.
- i) Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).
- j) Any agreement, unless **you** would have been liable without the agreement.
- k) Any trade, business or profession.
- l) Loss of or damage to property which belongs to **you** or is in **your** care or control.
- m) Bodily injury or illness to **you**.

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

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

## Important Note

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

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

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

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

## Dangerous Dogs Act 1991

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

## Road Traffic Acts

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

## Tenant's liability

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

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

which form part of the **home**.

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

Under c. **we** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

**We** will not cover:

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

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

## Title deeds

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

## Emergency access

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

# Extra accidental damage cover to contents in the home section

This section only applies if it is shown on **your schedule**.

**We** will provide cover for all other **accidental damage to contents** while in the **home** that is not covered by the **Contents section**.

**We** will not cover:

- the **excess** shown on **your schedule**;
- food in freezers, clothing, contact lenses, stamps and pedal cycles;
- damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- damage which is excluded under **Contents in the home**; or
- loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.
- anything set out in the **General exclusions** on page 45.

# Clerical business equipment section

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

## Definitions

The following definitions apply in addition to those shown on page 7, and only apply to this section of cover.

### Business credit cards

Credit, cheque, debit, charge, bankers' and cash dispenser cards belonging to you and used for any trade, professional or business purposes.

### Business money

Cash, cheques, money orders, postal orders, current postage stamps (not part of a collection), National Insurance stamps or certificates, premium bonds, travellers' cheques, travel tickets, gift tokens and phone cards belonging to you and used for any trade, professional or business purposes.

### Clerical business equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunications equipment, office equipment, stationery, documents, business books and computer records all owned by or the legal responsibility of you and used in the running of your business.

**Clerical business equipment** does not include:

- motorised vehicles, aircraft, boats, sailboards, surfboards, jet skis, caravans, trailers, and parts and accessories of any of these;
- fixtures and fittings other than as occupier and not owner of the buildings;
- personal money, business money, credit cards and business credit cards;
- pedal cycles;
- any living creature.

### Clerical business stock or trade samples

Goods owned by or held by you in connection with any trade, professional or business purposes for sale or supply or as trade samples.

Clerical business stock or trade samples does not include:

- motorised vehicles;
- wines, spirits or tobacco;
- furs, antiques or works of art;
- jewellery, precious metals or stones, or any articles made from them;
- chemicals or any hazardous materials.

**We** will pay up to the limits shown on **your schedule** for:

- a) Loss or damage to **clerical business equipment** and **clerical business stock or trade samples** in the **home** caused by any of the causes listed in **Contents in the home** under the **Contents section** of this policy.
- b) Theft of **business money** from the **home**; and
- c) Theft of **business credit cards** from the **home** and use without the permission of any of the authorised card holders.

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

- damage which is excluded in **Contents in the home** under the **Contents section** of this policy; or
- the **excess** shown on **your schedule**.

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

- the **excess(es)** shown on **your schedule**;
- theft after the **home** has been left **unoccupied** for more than the period shown on **your schedule**;
- theft of **business money** unless someone has broken into or out of the **home** by using force and violence;
- loss by deception unless deception is used only as a way to get into the **home**;
- theft of **business money** not reported to the police immediately upon discovery;
- theft of **business credit cards** unless **you** tell the credit card company immediately **you** find a **business credit card** missing;
- illegal use of a **business credit card** by **you**;
- theft which results from any authorised **business credit card** holder not following the credit card company's terms and conditions.

# Contents Conditions

The following conditions apply to the **Contents, Extra accidental damage cover to contents in the home** and **Clerical business equipment sections**.

## 1. The sum insured

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

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

## 2. Settling claims

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

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

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing and linen.

## What we will pay

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

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

## Valuables

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

## 3. Pairs, sets and suites

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

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

## 4. Items valued over the single item limit

If **you** claim for an item valued at more than the single item limit shown on **your schedule**, **you** will need to provide proof of the item’s value when requested by **us**.

**We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help **you** do this.

## 5. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount in line with **our** scale at the renewal of **your** policy.

If **you** do not make a claim under **your** policy, **we** will increase **your** no-claim discount in line with **our** scale at the renewal of **your** policy.

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

## 6. Proof of value and ownership

To help **you** prove any loss, **we** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help with **your** claim.

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

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

See also **General conditions** on page 42.

# Personal belongings section

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

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

Under the **Personal belongings section** (including **Personal money, Credit and debit cards** and **Pedal cycles** when shown on **your schedule**) **we** will not cover

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

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

- snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;
- contact, corneal cap or micro lenses and hearing aids;
- pedal cycles and their parts, spares or accessories; or
- **personal money**, credit and debit cards;
- anything set out in the **General exclusions** on page 45.

## Personal money, credit and debit cards

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

**We** will cover loss of:

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

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

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

- loss caused by mistakes;
- losses not reported to the police; or
- losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- any business credit/debit cards;
- anything set out in the **General exclusions** on page 45.

## Pedal cycles

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

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

**We** will not cover:

- loss or damage to tyres or accessories unless the pedal cycle is stolen or damaged at the same time;
- loss or damage while the pedal cycle is being used for racing, pace making trials or business purposes;
- theft while away from the **home**, unless in a building or securely locked to an object that cannot be moved; or
- any pedal cycle with a motor;
- anything set out in the **General exclusions** on page 45.

# Personal belongings conditions

These conditions apply to **Personal belongings, Personal money, Credit and debit cards** and **Pedal cycles**.

## 1. The sum insured

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

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

## 2. Settling claims

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

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

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing.

## What we will pay

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

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

## 3. Pairs, sets and suites

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

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

## 4. Items valued over the single item limit

If **you** claim for an item valued at more than the single item limit shown on **your schedule**, **you** will need to provide proof of the item’s value when requested by **us**.

**We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help **you** do this.

## 5. No-claim discount

If **you** make a claim under **your** policy, **we** will reduce **your** no-claim discount at the renewal of **your** policy.

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

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

## 6. Proof of value and ownership

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

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

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

# Legal services

## Personal legal advice helpline

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

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

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

For confidential legal advice call us on 0800 051 1716.

## Legal expenses

### Important note

The cover and services explained in this section only apply if they are shown on **your schedule**.

## Making a claim

To make a claim call us on 0800 051 1716.

As soon as **you** are aware of an **event**, **you** should get legal advice from the helpline without delay.

Please have **your** policy number to hand as this will be requested when **you** call.

# Legal expenses definitions

In this section in addition to the definitions set out on page 7, wherever the following words or phrases appear in **bold** they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

## Appointed representative

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

## Costs and expenses

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

## Event

The first incident which, in our reasonable opinion, could lead to a claim being made under this section of the policy.

In disputes about loss of employment, event means the date the law says your contract of employment comes to an end.

## **Legal proceedings**

- a) For the pursuit or defence of a claim for damages.
- b) Specific performance.
- c) Injunction;

dealt with by:

- negotiation;
- a civil court;
- a tribunal;
- arbitration;
- any other body;

which we have agreed to or authorised.

## **Medical treatment**

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

## **Prospects of success**

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

- a) Recover damages or obtain any other legal remedy which we have agreed to.
- b) Make a successful defence.
- c) Make a successful appeal or defence of an appeal.

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

## **Territorial limits**

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

## Legal expenses cover

**We** will insure **you** for any **costs and expenses** incurred in respect of **legal proceedings** following an insured incident provided that:

- a) The insured incident occurs within the **territorial limits** and **period of insurance**.
- b) Any **legal proceedings** will be conducted within the **territorial limits**.
- c) **Prospects of success** exist for the duration of the claim.
- d) In respect of any appeal or defence of an appeal, it has been reported to **us** at least 10 working days prior to the deadline for any appeal.
- e) The maximum amount **we** will pay for **costs and expenses** in respect of any or all claims arising from one cause is the amount shown on **your schedule**.
- f) **You** report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date **you** knew or should have known about the insured incident.

## Insured incidents

### 1. Personal injury

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

**We** will not cover any claim relating to:

- a motor vehicle whilst **you** are driving;
  - any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- c) Medical treatment which causes death or bodily injury to **you**.

### 2. Consumer disputes

a) A dispute regarding an agreement for the:

- sale;
- purchase;
- hire;

of any goods or services by **you** in a personal capacity.

**We** will not cover any claim:

- where the amount in dispute is less than £125;
  - where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made;
  - in relation to extending, altering or renovating **buildings** or parts of them; or
  - relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under **Legal expenses conditions** 7 and 8 of this section.
- b) A breach of **your** legal rights under section 13 of the Data Protection Act 1998.

## Data Protection Act 1998

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

### 3. Property disputes

a) A dispute relating to:

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

**We** will not cover any claim:

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

b) A dispute regarding an agreement for the sale or purchase of **your** main private residence.

**We** will not cover any claim:

- where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made;
- in relation to extending, altering or renovating **buildings** or parts of them.

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

**We** will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement;
- in respect of the defence of a claim other than defending a counter-claim.

## 4. Employment disputes

A dispute with **your** employer regarding **your** contract of employment or a breach of **your** legal rights under employment laws.

**We** will not cover any claim relating solely to personal injury.

### Legal expenses exclusions

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

Also refer to the **General exclusions** section on page 45.

- a) If **you** do not keep to the terms, exclusions and conditions of this section.
- b) If **you** can claim under another policy.
- c) **Costs and expenses** incurred prior to **our** written acceptance of a claim.
- d) Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**.
- e) Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- f) Any claim deliberately or intentionally caused by **you**.
- g) Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters.
- h) Any claim in respect of libel and slander.
- i) A dispute with **us** other than as catered for in **Legal expenses conditions** 7 and 8.

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

Contracts (Right of Third Parties Act) 1999. This act allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it.

- j) Any claim relating to work by or under the order of government, public or local authority.
- k) An application for judicial review.
- l) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section; or
- m) anything set out in the **General exclusions** section on page 45.

# Legal expenses conditions

The following conditions apply to this section.

Also refer to the **General conditions** section shown on page 42.

1. **You** must take all reasonable steps to prevent anything happening that may result in a claim.

## 2. Claims - Your duty

**You** must report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date that **you** knew or should have known about the insured incident.

## 3. Claims - legal representation

- a) On acceptance of a claim, if appropriate, **we** will appoint an **appointed representative**.
- b) If it is necessary to start court proceedings or there is a conflict of interest, **you** are free to nominate an **appointed representative** by sending to **us** the name and address of the suitably qualified person.
- c) If **we** do not agree to **your** choice of **appointed representative** under condition 3b above, **you** may choose another suitably qualified person.
- d) If there is still a disagreement with regard to the **appointed representative**, **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e) In all other circumstances **we** will be free to choose an **appointed representative**.
- f) An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.

## 4. Claims – our rights and your obligations

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

## 5. Discontinuance of a claim

If **you**:

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

the cover **we** provide will end immediately and **we** will be entitled to reclaim any **costs and expenses we** have incurred from **you**.

## 6. Recoveries

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

## 7. Disputes

If any difference arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in our **Complaints procedure** on page 46.

## 8. Arbitration

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

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

# Home Emergency section

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

Home Emergency cover is arranged by Aviva Insurance Services UK Limited, Registered in England No. 2180191. Registered Office: St Helen's, 1 Undershaft, London EC3P 3DQ. Authorised and regulated by the Financial Services Authority. Claims are handled by Homeserve Claims Management Limited and **the insurer** is Inter Partner Assistance SA.

## Home Emergency definitions

In this section in addition to the definitions set out on page 7 and 8, wherever the following words or phrases appear in **bold** they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

## Approved contractor

A person, company or organisation approved by us or our claims administrators.

## Claims administrators

Homeserve Claims Management Limited, Registered in England No. 3913960. Registered Office: Cable Drive, Walsall, West Midlands WS2 7BN.

## Emergency

The result of a sudden and unforeseen incident at the home which, if not dealt with immediately, will:

- make the home unsafe or insecure for its occupants or a third party; or
- create a risk of loss of or damage to the home or its contents; or
- leave the home without essential services.

## Emergency repair

A temporary repair, which is necessary to resolve the immediate emergency, carried out by an approved contractor. This repair will be guaranteed for 3 months.

## Essential services

Mains drainage to the boundaries of the home, water, electricity and gas within the home and the main source of heating or hot water where no alternative exists.

## Geographical limits

United Kingdom mainland, the Isle of Wight and Northern Ireland.

## Permanent repair

Work, which is necessary to put right the damage that the emergency has caused to the home, carried out by an approved contractor. This repair will be guaranteed for 12 months.

## We, us, our, the insurer

Inter Partner Assistance SA, Registered No. FC008998. Registered UK Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Authorised by the Commission Bancaire, Financière et des Assurances (the Banking, Finance and Insurance Commission) in Belgium and regulated by the Financial Services Authority in the United Kingdom.

## Home Emergency – what is covered

**We** will cover the following **emergencies**:

- sudden and unexpected roofing problems such as leaks or tiles blown off during a storm or bad weather;
- blockages in toilet waste pipes;
- plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators;
- failure of the central heating system or boiler;
- failure of the gas or electricity within the property;
- failure of the hot-water system;
- loss of all keys needed to get into **your home** (excluding garages and outbuildings);
- broken or damaged windows and doors that are a security risk;

within the **geographical limits** any time from eight days after the start date of this insurance.

- if there is an **emergency at your home**, **you** must advise **us** within 24 hours of discovering the **emergency**. **We** will then tell **you** how to protect yourself and the property.
- **we** will arrange for an **approved contractor** to carry out an **emergency repair**, or a **permanent repair** if it is a similar price, up to a maximum of £500 including:
  - VAT;
  - call out charges;
  - labour;
  - parts and materials.

If **you** cannot stay in **your home** overnight because it is uninhabitable, if **you** ask **us we** will arrange and pay up to a total of £100 per incident for:

- **your** overnight accommodation; and
- transport to **your** accommodation, if necessary.

## Home Emergency – What is not covered

We will not cover:

- any **emergency** which happens before **Home Emergency** cover starts or within 7 days of the start date of this cover. The 7 day restriction applies only at the start of **your Home Emergency** cover; it does not apply when **you** renew **your** policy;
- any loss or damage arising from circumstances that **you** were aware of at the start date of this **Home Emergency section**;
- any loss or damage caused by or resulting from equipment failing to correctly recognise or respond to any date;
- any loss or damage caused by a boiler or heating system which has not been properly maintained or which is over 15 years old;
- any items that need replacing as a result of normal use such as replacement light bulbs and fuses in plugs;
- the cost of replacing parts due to natural wear and tear;
- any leaking or dripping tap that needs a new washer or needs to be replaced, outside overflows, replacement cylinders, tanks, radiators and sanitary ware (e.g. baths and sinks);
- burst or leaking flexible hoses, or leaking washing appliances which are fitted with a stop tap;
- water-supply pipes outside the **home**;
- breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment;
- damage to boundary walls, hedges, fences or gates;
- loss or damage arising from the utility company deliberately disconnecting or interrupting the mains services or any equipment they are responsible for;
- any damage or failure caused by malicious or wilful action, negligence, misuse, interference or faulty workmanship, including any attempted repair which does not meet industry standards;
- any loss arising from subsidence caused by new structures, demolition, structural repairs or alterations to the property, faulty workmanship or using faulty materials, or river or coastal erosion;
- any loss or damage relating to **permanent repairs** more specifically insured as part of any other insurance policy;
- any loss or damage as a result of vermin either within or outside the **home**;
- any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contribution cause or event:

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

## Special Conditions

The policy conditions **you** will need to meet as **your** part of this Home Insurance contract are set out in the pages titled **General conditions** on page 42 of this policy. In addition, for the **Home Emergency section you** must also meet the following conditions:

### 1. Liability for costs of parts or services

**We** will only pay for the cost of parts or services which **we, our claims administrators or approved contractor** have authorised following notification by **you** through the 24 hour claims helpline provided.

### 2. Delayed or unavailable parts

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repairs.

There may be occasions when the parts needed to carry out an **emergency or permanent repair** are no longer available, at which stage **we** will ensure that **your home** is safe. **We** will communicate to **you** the details of the parts that are unavailable, and if required, the **approved contractor** will provide **you** with a quotation for a suitable replacement.

### 3. Homeowners

This section of the policy is for homeowners only.

## How to make a claim

If **you** suffer an **emergency**, please call: **0845 300 0959**.

# General conditions

These conditions apply to all sections of the policy, except for **Legal expenses** where conditions 2, 4, 10, and 11 below do not apply.

## 1. Your duty to disclose information

It is **your** responsibility to provide complete and accurate answers to the questions **we** ask when **you** take out **your** insurance policy, throughout the life of **your** policy, and when **you** renew **your** insurance.

Please note that if **you** fail to disclose any material information to **your insurer(s)** (these are facts that **the insurer** would regard as likely to influence the assessment and acceptance of this application) this could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid.

## 2. Your duty to prevent loss or damage

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

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

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

## 3. Your policy

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

- **your** policy booklet;
- information contained on the application and/or “Information Provided by You” document as issued by **us**;
- **your Schedule**;
- any **clauses** endorsed on **your schedule**;

Changes to **your** home insurance policy contained in notices by **us** at renewal.

## 4. Claims

**Your** duties

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

- a) Tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number.
- b) Contact **us** as soon as reasonably possible and provide all the information and help **we** need.
- c) Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**.
- d) Call **us** if **you** receive any information or communication about the event or cause; and
- e) Avoid discussing liability with anyone else without **our** permission.

## Proof of value and ownership

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

## Our rights

- a) **We** may:
- take over and defend or settle any claim or right **you** may have against another person in **your** name; or
  - prosecute (in **your** name for **our** own benefit) any claim for indemnity or damages or otherwise.
- b) **We** have the right to do as **we** see fit in legal action and in settling **your** claim.
- c) **you** must not abandon property to **us**.

## Limit

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

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

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

## 5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also take legal action against **you**.

## 6. Other insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

## 7. Monthly premiums

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

If **you** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy on that date.

## 8. Cancelling this policy

- a) Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover.

To exercise **your** right to cancel, please contact Aviva Home Insurance Service Centre on 0845 300 5898.

- b) **We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 14 days notice to **your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered.
- c) If **you** do not pay the premium (or any part of the premium under the payment option **you** have chosen) by the due date, **we** will cancel this policy with effect from the end of the last period for which a payment has been made or from the start date if the initial payment is not made in full.

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

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

## 10. Arbitration

If **we** have accepted **your** claim but disagree regarding the amount to be paid, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. If **you** cannot agree, **we** have the right to apply to the president of a relevant national law society to nominate a suitably qualified person. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

## 11. Index linking

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

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

## 12. Joint policyholders

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

# General exclusions

These apply to all sections of the policy.

This policy does not cover:

## 1. War

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

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

## 2. Terrorism

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

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

- a) The use or threat of force and/or violence  
and/or
- b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means

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

This Terrorism exclusion applies only in respect of the **Buildings, Extra accidental damage cover to buildings, Contents, Extra accidental damage cover to contents, Clerical business equipment and Personal belongings sections** of this policy.

## 3. Other actions

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

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

## 4. Radioactivity

Loss, damage or liability which involves:

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

## 5. Sonic bangs

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

## 6. Pollution or contamination

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

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

## 7. Deliberate Acts

**We** will not cover any loss or damage deliberately caused by **you**, or **your** family, or by any other person lawfully in **your home**.

# Complaints procedure

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

## What will happen if you complain?

- **we** will acknowledge your complaint within two working days.
- **we** aim to resolve complaints, following assessment and investigation, as quickly as possible.

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

## What to do should you be dissatisfied

If **you** are dissatisfied with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting:

- If **your** complaint is regarding the sale of **your** insurance, please telephone the Customer Services Helpline on 0845 300 5898 or write to:

**first direct** Customer Care Team  
Customer Services Centre  
PO Box 7463  
Pitheavlis  
Perth  
PH2 0YX

- If **your** complaint is regarding a claim please telephone Customer Relations on 0845 300 5899 or write to:

The Manager of Customer Relations  
Aviva Insurance UK Limited  
Home Insurance Service Centre  
PO Box 899  
123 Westerhill Road  
Bishopbriggs  
Glasgow  
G64 2QP

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive at Aviva Insurance UK Limited, PO Box 6, Surrey Street, Norwich NR1 3NS.

If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both **our** Chief Executive and the FOS will be provided when **we** write in response to **your** complaint.

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

## Customer comments

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

Manager of Customer Relations  
Aviva  
PO Box 15  
Surrey Street  
Norwich NR1 3LN

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

## The Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

# first direct

**Customer Services Helpline**  
**0845 300 6031**

**Important notes**

Home Insurance is underwritten by Aviva Insurance UK Limited, Registered in England, No 99122, Registered Office: 8 Surrey Street, Norwich NR1 3NG.

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