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Useful Contact Information

Customer Services:

0800 082 1272 or
0203 056 7316

Home Emergency claim:

0345 030 8659

Claims:

0345 300 7117

Legal Services:

0345 030 7827

Welcome

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 or 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 2)
- make sure that your sums insured are high enough to cover the property to be insured (see pages 4 and 7)
- take reasonable care of your property (see page 10).

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, call us on: **0345 300 7117**.

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.

Personal legal and tax advice helpline

You do not have to purchase legal services cover to use this helpline.

To get free personal legal or personal tax advice call: **0345 030 7827**.

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.

Legal Services

To make a Legal Services claim call the personal legal and tax advice helpline on: **0345 030 7827**.

Changes to your policy

If you have any questions, or want to make any changes to your policy call Columbus Direct on: **0800 082 1272**.

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

0844 numbers will be charged at 3p per minute from a BT landline. Calls from other networks may vary.

0845 number charges may vary, please contact your network provider for details.

Important information about your home insurance policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **Definitions** section starting on page 2, unless otherwise shown for any policy section.

Please read **your** policy and the **schedule** carefully to make sure that **you** have the cover **you** need.

You should contact Columbus Direct on: **0800 082 1272** immediately if any details are not correct.

The **schedule** sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

Choice of law

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

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

Use of language

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

Your cancellation rights

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

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

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

To exercise the right to cancel, please contact, Columbus Direct on: **0800 082 1272**.

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

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

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Columbus Direct on: **0800 082 1272**.

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, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street London, EC3A 7QU.

Telephone call recording

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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

The contract of insurance

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

- The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:
- **your** policy wording;
- information contained on "The information provided by you" document as issued by **us**;
- **your schedule**;
- any **clauses** endorsed on **your** policy, as set out in **your schedule**;
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew **your** policy;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the

terms and conditions of this policy wording for events happening during the **period of insurance**.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Information and changes we need to know about

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

Please tell Columbus Direct immediately if there are any changes to the information set out in the "Information provided by you" document or on **your schedule**. **You** must also tell Columbus Direct immediately about the following changes:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell Columbus Direct about internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom or shower room,
- any change to the people insured, or to be insured,
- any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy **schedule**,
- if **your** property is to be lent, let, sub-let, or used for business purposes,
- if **your** property is to be **unoccupied** for any continuous period exceeding the number of days shown on **your schedule**, or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of, a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact Columbus Direct on: **0800 082 1272**.

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

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

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

Definitions

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

Accidental Damage: Damage caused suddenly and unexpectedly by an outside force.

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

Buildings:

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

- b. Fixtures, fittings and decorations

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

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

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

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

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

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

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

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

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

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

Landslip: Movement of land down a slope.

Motorised Vehicle: Any electrically or mechanically powered vehicle, other than:

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

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

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

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

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.

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

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

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

Sum Insured: The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy wording 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: Aviva Insurance Limited (unless otherwise shown for any policy section).

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

Buildings section

Your policy does not cover wear and tear. Please refer to page 1 "Helpful and important information about your insurance" for more information.

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

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

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

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;
- 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**;
- 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;
- 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**;
- that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**

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

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

We will not cover:

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

10. Falling trees or branches

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

- a. the fallen part of the tree;
- 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;
- restoring the site.

Loss of rent and the cost of alternative accommodation

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

We will also pay:

- a. rent payable to **you**;
- b. any reasonable additional accommodation expenses for **you** and **your** domestic animals; up to the limit shown on **your schedule** until the **home** is ready to live in.

Replacement locks

If keys to the locks of:

- a. external doors of the **home**;
- 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**.

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;
- accidental loss of or damage to property; happening during the **period of insurance** and arising:
- from **you** owning the **building** and its land;
- 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.

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

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

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;

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

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

DEFECTIVE PREMISES ACT 1972

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

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.

- any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;
- **your** trade, business or profession;
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

Selling your home

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

Accidental damage cover to buildings section

The covers in this section only apply when shown on **your schedule**. If **your schedule** shows Limited, then only the Limited accidental damage section will apply. If **your schedule** shows Full, then both Limited accidental damage and Full accidental damage sections will apply.

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

- the **excess** shown on **your schedule**; or
- anything set out in the **GENERAL EXCLUSIONS** on page 12.

Limited accidental damage

Damage to services, fixed glass and sanitary fittings

This cover only applies when Accidental damage cover to buildings is shown as Limited or Full on **your schedule**.

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

- a. cables and underground pipes which provide services to or from the **buildings** that **you** are legally responsible for;

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

- b. septic tanks and drain inspection covers that **you** are legally responsible for;
- c. fixed glass and sanitary fittings which form part of the **buildings**. This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).

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

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

Full accidental damage to buildings section

This cover only applies when Accidental damage to buildings cover is shown as Full on **your schedule**.

We will provide cover for all other **accidental damage** to the **buildings** that is not covered by the **BUILDINGS SECTION** or by Limited accidental damage.

We will not cover:

- damage caused by wear and tear, **settlement**, shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under **The Buildings** please refer to page 3);
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials, or design, or poor workmanship;
- damage caused by building alterations, renovations, extensions or repairs;
- damage excluded under **The Buildings**;
- maintenance and normal redecoration costs;
- damage caused by **subsidence**, **heave** or **landslip**;
- damage caused by paying guests or tenants.

Buildings matching items section

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

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

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

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

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

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

Buildings conditions

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

1. **The sum insured**

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

If at the time of a loss **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;
- payment.

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

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

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **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 to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b. The cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay.
- c. The cost of meeting building regulations or municipal or local authority bye-laws.

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

This condition does not apply in full if **your schedule** shows that **you** have chosen the **BUILDINGS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 4 for details of when **we** will pay to match undamaged parts of the **buildings**.

4. **No-Claim Discount**

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

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

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

Contents section

Your policy does not cover wear and tear. Please refer to page 1 “Helpful and important information about your insurance” for more information.

This section only applies when shown on your schedule.

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

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

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**;
- 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;
- 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**;
 - more than the limit shown on **your schedule** for any one incident involving theft from garages and outbuildings.
8. Falling radio or television receiving aerials (including satellite dishes) their fittings and masts.
 9. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.
We will not cover:
 - damage caused by riverbank or coastal erosion;
 - damage caused by faulty or unsuitable materials, design or poor workmanship.
 10. Falling trees or branches.

Contents temporarily removed from the home

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

- a. any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the **British Isles**;
- 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;
- 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;
- loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository.

Contents in the garden

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

We will not cover:

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

Business equipment

We will provide cover for loss or damage to **business equipment** while in the **home** by the causes listed under **Contents in the home** and **accidental damage** up to the limit shown on **your schedule**.

We will not cover:

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

Replacement locks

If keys to the locks of:

- a. external doors of the **home**;
- 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;
- 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;
- b. metered water.

Loss of rent and the cost of alternative accommodation

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

- a. **your** loss of rent;
- b. any reasonable additional accommodation expenses for **you** and **your** domestic animals up to the limit shown on **your schedule**, until the **home** is ready to live in.

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

Religious festivals and wedding gifts

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

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

Occupier's, personal and employer's liability (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;
- accidental loss of or damage to property; happening during the **period of insurance** in:
 - the **British Isles**;
 - the rest of the world, for temporary visits; and arising:
 - as occupier (not as owner) of the **home** and its land;
 - in a personal capacity (not as occupier or owner of any building or land);
 - 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:

- you** owning land, buildings or other fixed property;
- you** living in or occupying land or buildings other than the **home** or its land;
- aircraft other than pedestrian controlled toys or models;
- you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- caravans;
- boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles;
 - pedestrian-controlled toys or models;
- deliberate or malicious acts;
- transmission of any communicable disease or virus by **you**;
- dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- any agreement except to the extent that **you** would have been liable without the agreement;

- any trade, business or profession;
- loss of or damage to property which belongs to **you** or is in **your** care or control;
- 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;
- exclusion (d) will not apply unless cover or security is needed under any of the **Road Traffic Acts**.

Tenant's liability

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

- loss of or damage to the **home** and landlord's fixtures and fittings by any of the causes listed under **Contents in the home**.
- accidental breakage of:
 - fixed glass (including 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)

which form part of the **home**.

- 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**;
- 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**.

Accidental damage cover to contents in the home section

The covers in this section only apply when shown on **your schedule**. If **your schedule** shows Limited, then only the Limited accidental damage section will apply. If **your schedule** shows Full, then both the Limited accidental damage and Full accidental damage sections will apply.

Under the **ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME SECTION** we will not cover:

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

Limited accidental damage

(Accidental damage to home entertainment equipment, mirrors and glass)

This cover only applies when Accidental damage to contents cover in the home is shown as Limited or Full on **your schedule**.

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

- television sets (including digital and satellite receivers), dvd/video players and recorders, games consoles, home computers and audio equipment in the **home**;
 - receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**;
- mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

We will not cover:

- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
- digital/video cameras and satellite navigation systems;
- radio transmitters, mobile phones and hearing aids;
- damage caused by fitting a battery incorrectly.

Full accidental damage

This cover only applies when Accidental damage to contents cover in the home is shown as Full on **your schedule**.

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

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

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

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

If **you** are the owner but not the occupier of the building please remember that **Occupier's, personal and employer's liability** does not cover **your** legal liability as the owner of the **home** and its land. To protect yourself, **you** will need to arrange buildings insurance which provides **Your liability to the public** cover.

Dangerous Dogs Act 1991

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

We will not cover:

- food in freezers, clothing, contact lenses, stamps and pedal cycles;
- damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under **Contents in the home** please refer to page 5);
- any loss that is not the direct result of the insured incident itself;
- damage which is excluded under **Contents in the home**;
- loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sub-let.

Contents matching items section

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

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

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

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

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

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

Contents conditions

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

1. **The sum insured**

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

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

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

A deduction for wear and tear will apply for clothing 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;
- any other item of a uniform nature, design or colour;

This condition does not apply in full if **your schedule** shows that **you** have selected the **CONTENTS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 7 for details of when **we** will pay to match undamaged **contents**.

4. **Items valued over the single item limit**

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

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

If **you** claim for an item specified in **your schedule** **you** will need to provide proof of the item’s value. **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 (unless **you** have chosen to protect **your** discount).

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

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

6. **Proof of value and ownership**

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep 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;
- at the time of a loss.

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

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, other than driving licences and passports;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy wording.

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;
- **personal money**, credit and debit cards.

Personal money, credit and debit cards

This 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;
- losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- any business credit and debit cards;
- anything set out in the **GENERAL EXCLUSIONS** section of this policy wording

Pedal cycles

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

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

We will not cover:

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

Personal belongings conditions

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

1. The Sum Insured

At all times the **sum(s) insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing where a deduction 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;
- payment.

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

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

A deduction for wear and tear will apply for clothing.

What we will pay

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

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

3. Pairs, Sets and Suites

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

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

This condition does not apply in full if **your schedule** shows that **you** have selected the **CONTENTS MATCHING ITEMS SECTION**. If **you** have chosen this cover, please refer to page 7 for details of when **we** will pay to match undamaged **personal belongings**.

4. Items valued over the single item limit

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

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

If **you** claim for an item specified in **your schedule** **you** will need to provide proof of the item's value. **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 (unless **you** have chosen to protect **your** discount).

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

We do not grant no-claim discounts 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 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;
- at the time of a loss.

Legal services

The legal services cover will only apply if it is shown on **your schedule**. The cover is for the persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Legal Services is underwritten by Aviva Insurance Limited. Claims handling is managed by Arc Legal Assistance Limited (Arc) and **we** will let **you** know if this company changes.

Personal legal advice helpline and making a claim

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

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

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

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

For confidential legal advice call **us** on **0345 030 7827**. Please have **your** policy number to hand as **you** will be asked for this when **you** call.

What legal services insurance is for and how it works

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

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

In addition to the definitions in the main Home Insurance Policy, where the following words or phrases appear in bold within this section they will have the following meaning:

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.

Prospects of success

1. Gather your evidence

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

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

- Receipts for expenses.
- The deeds to **your** home.
- Any other information.

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

2. The lawyer's assessment

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

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

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

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

- Has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.
- 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.
- Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court.

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

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

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

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

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

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

If **you** do not agree with 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 complaints procedure section.

Insured events

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

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

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

Employment Disputes

WHAT IS COVERED ✓

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

WHAT IS NOT COVERED ✗

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

If **you** would like some more information about employment claims call the helpline on **0345 030 7827**.

Common examples of employment disputes

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

Call the helpline on **0345 030 7827** to see if **your** situation may be covered.

If **you** need help to understand the date on which the law says **your** contract of employment ends please call our legal helpline on **0345 030 7827** for assistance.

Property Disputes

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

WHAT IS COVERED ✓

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

WHAT IS NOT COVERED ✗

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

If **you** would like some more information about property claims call the helpline on **0345 030 7827**.

Common examples of property disputes

- Where a neighbour's overgrowing ivy or leylandii damages **your home**.
- Boundary disputes regarding building work or fences.
- Rights of way disputes especially over shared driveways.
- Noise and other nuisance disputes e.g. tree root encroachment.
- Interference with drains or sewers by building work.

Call the helpline on **0345 030 7827** to see if **your** situation may be covered.

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.

If **you** would like some more information about consumer claims call the helpline on **0345 030 7827**.

Common examples of consumer claims

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

Call the helpline on **0345 030 7827** to see if **your** situation may be covered.

Personal Injury

WHAT IS COVERED ✓

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

WHAT IS NOT COVERED ✗

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

If **you** would like some more information about personal injury claims call the helpline on **0345 030 7827**.

Common examples of personal injury claims

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

Call the helpline on **0345 030 7827** to see if **your** situation may be covered.

Medical or Cosmetic Negligence

WHAT IS COVERED ✓

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

WHAT IS NOT COVERED ✗

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

If **you** would like some more information about medical or cosmetic negligence claims call the helpline on **0345 030 7827**.

Common examples of medical or cosmetic negligence claims

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

Call the helpline on **0345 030 7827** to see if **your** situation may be covered.

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

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

Legal services conditions & exclusions

We will not pay for:

- 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.
- Claims where **you** do not keep to the terms, exclusions and conditions of the cover.
- Costs and expenses** which are incurred prior to **our** written agreement and authorisation.
- Claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or after it comes to an end as shown on **your schedule**. **You** can only make one claim for all disputes arising from the same incident.
- Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**.
- Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- Any claim deliberately or intentionally caused by **you**.
- A dispute between **you** and someone related to **you** or who is insured under this policy.
 - 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.
 - Any claim in respect of libel and slander.
- An application for judicial review.

- Disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim.
- Disputes between **you** and **us** or Arc where the dispute relates to this cover.
- 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.
- Any claim made by anyone other than **you** or **your** family attempting to enforce their rights under this cover.
- 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.
- Any test case unless:
 - The case relates to the interpretation of a newly or recently enacted law, and
 - Our lawyer** agrees that the case is more likely than not to be successful.

When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.
- A claim resulting from anything set out in the general exclusions section.

The following conditions also apply to this section:

1. Claims

- Freedom to choose **your lawyer**
 - 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.
 - We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment which are available on request.
 - Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.
- Our rights and your obligations**
 - 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.
 - You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
 - At **our** request **you** must give the **lawyer** any instructions that **we** require.
 - You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
 - If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs or expenses**.
 - No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.
- Our rights to stop your claim**

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

 - settle a claim or withdraw a claim without **our** prior agreement, or
 - do not give clear instructions when requested by the **lawyer**, or

- dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

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

2. Recovery of costs

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

3. Disputes

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

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the **lawyer's** opinion?' section on page 9.

4. General Conditions

Please refer to the general conditions section on page 10.

General conditions

These conditions apply to all sections of the policy, except for **LEGAL SERVICES** where conditions 2, 4, and 10, 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 policy) this could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid.

If **you** are unsure as to what facts would influence **your** policy, please contact Columbus Direct on: **0800 082 1272**.

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

4. **Claims**

Your duties

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

- tell the police immediately about any property which has been lost, stolen or damaged by riot or civil commotion or has been maliciously damaged, and get a crime reference number;
- contact **us** as soon as reasonably possible, and in the case of claims involving damage by riot or civil commotion, not more than 7 days after becoming aware of the damage, and provide all the information and help **we** need to settle **your** claim;
- do all **you** reasonably can to get back any lost or stolen property and 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**.

Limit

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

- up to the limit shown on **your schedule** (less any amounts already paid by **us**); or
- 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 payment plan**

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

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date specified by the lender or the policy will not be valid.

8. **Cancelling this policy**

Your right to cancel the policy

- Following the expiry of the 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To cancel, contact Columbus Direct on: **0800 082 1272**.

Our right to cancel your policy

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy, where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under a monthly credit facility). If premiums or instalment payment(s) are not paid when due **you** will receive a written request for payment to be made by a specific date. (**You** will receive at least 14 days' notice in writing if **we** intend to cancel due to non-payment under a monthly credit facility). If **you** pay by the date set out in the letter no further action will be taken. If **you** do not pay by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See "Claims" section of the General Conditions in this policy wording.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "**CONTRACT OF INSURANCE AND INFORMATION AND CHANGES WE NEED TO KNOW ABOUT**" section in this policy wording and the "Important information and changes we need to know about" notices supplied.

If **we** cancel the policy under this section **we** will refund the premium paid, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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

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

10. **Index Linking**

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

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls.

We will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

11. **Joint policyholders**

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

General exclusions

These apply to all sections of the policy

This policy does not cover:

1. **War**

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

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

2. **Terrorism**

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

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

- the use or threat of force and/or violence

and/or

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

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

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

3. **Other Actions**

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

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

4. **Radioactivity**

loss, damage or liability which involves:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
- 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 sudden and unexpected accident which can be identified;
- oil leaking from a domestic oil installation at the **home**.

7. **Deliberate or Criminal Acts**

any loss or damage

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

8. **Events before the cover start date**

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

Complaints procedure

Our Promise of Service

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

What will happen if you complain

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

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

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you to seek resolution by contacting:

- If your complaint is about how your policy was sold or the service you have received from Columbus Direct, you can call us on:

0800 082 1272

Or you can write to us at:

The Complaints Officer, Columbus Direct, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN

- If you have selected Home emergency cover and are unhappy with it, please refer to your separate Home emergency policy wording for details on how to make a complaint.
- If your complaint is about the way your claim was handled, you can call us on: **0345 300 7117**.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or **0300 123 9123**

Or simply log on to their website at 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.