Your **home** insurance policy
## HOW TO GET HELP…

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| Home claims (except Legal Services and Home Emergency). | Please have your policy number ready when you call.  
Please take a look at **MAKING A CLAIM** below then go online at [www.aviva.co.uk/make-a-claim](http://www.aviva.co.uk/make-a-claim) or call 0345 030 6945  
Please always call if you need urgent help. | 24 hours a day |
| Legal Services claims. | 0800 096 5850 | 24 hours a day |
| Home Emergency claims (including complaints about Home Emergency claims or cover terms and conditions) | 0345 300 3346 |  |
| Complaints about a claim (except Home Emergency) | 0345 030 6945 |  |

### Helplines

- **Personal Legal and Tax helpline**  
  (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man).  
  - **0800 096 5850**  
  - 24 hours a day

### Customer services

- **Questions or changes to your policy or the information you’ve given us**  
  - 0345 030 7078 or make your changes online at [aviva.co.uk/mypolicy](http://aviva.co.uk/mypolicy).  
  - 8am – 8pm Mon-Fri  
  - 9am – 5pm Sat  
  - 10am – 4pm Sun and Bank holidays

- **Requests for large print, audio or Braille policy documents if you have a disability.**  
  - 0345 030 7078

- **Complaints (other than about a claim).**  
  - 0345 030 7078 alternatively write to us at Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR

### Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 03 prefixed numbers are charged at national call rates (charges may vary depending 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.

### What to do if you’re unhappy

If you have a complaint please see above for the contact numbers. Full details of the complaints procedure can be found in the ‘Important Information’ document.
MAKING A CLAIM

If you need to make a claim or have a query about something that’s happened please see the contacts on the previous page. Please always call us if you need urgent help, for example:
- your home isn’t secure (e.g., damaged locks, doors or windows)
- there is standing water in your home
- a water leak is on-going or water is entering your home
- anyone is at risk of injury
- your home can’t be lived in

Our personal claims managers offer help and advice around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we’ll take care of the arrangements. You just have to pay the excess.

Once we have your claim details we’ll put wheels in motion and explain what will happen next. Some claims can be settled immediately on the first call but if it takes longer we’ll keep you informed about progress.

Getting ready to claim

Having the right information to hand when you’re telling us about a claim will help us to get things moving quickly. Here’s what’s likely to be useful:

- **Your Home policy number** (unless you’re logged on to MyAviva.)
- **Photos of damaged or lost property.** For buildings damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.
- **Receipts, quotes or invoices,** where appropriate.
- **Estimate of the size of the affected area** where buildings or carpets are damaged. It can also help to tell us the size of the affected rooms.

Photos and documents (word, pdf) can be uploaded when you tell us about a claim online.

Please remember – in the same way that your car insurance doesn’t pay to repair your car if it rusts, this policy won’t cover wear and tear, ageing or (except for optional Home Emergency cover) breakdowns.
HELPFUL INFORMATION ABOUT YOUR HOME POLICY

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to questions we ask when you take out, make changes to and renew your policy (please see the GENERAL CONDITIONS for more information).

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Key
To help you when you read your policy:

- **Bold text** Words or phrases in bold have the meanings described in the ‘DEFINITIONS’ section.

These boxes highlight information we want to particularly draw your attention to

These boxes give you additional helpful information

These boxes highlight what your policy does not cover
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, valuables and home office equipment 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 (but not paying guests or lodgers), up to the limit shown on your schedule.

**Domestic Employee**
A person directly employed by you, solely to carry out domestic duties in your home and/or its garden.

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

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

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

**Home office equipment**
Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answerphones that you own or are legally responsible for and used for business or professional purposes.

**Landslip**
Movement of land down a slope.
DEFINITIONS

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;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

Period of Insurance
The period of time covered by this policy, as shown on your schedule, or until cancelled.

Personal Belongings
Clothing, jewellery, watches, mobile phones and gadgets like laptops and tablets, sports, musical and photographic equipment, luggage bags and other items designed to be worn or carried. 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 and travel tickets, pre-loaded cash cards and phone cards, all held for social, domestic or charitable purposes.

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

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

Storm
An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

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

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

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

By ‘lived in’ we mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the home.

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 normally living with them and their foster children who live with them.

This includes family members who are students and normally live in the home outside of term time.
### BUILDINGS SECTION

This section only applies when shown on your schedule.

<table>
<thead>
<tr>
<th>What is covered</th>
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The cover provided by this section is explained below:

**The Buildings**

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

1. **Fire, explosion, lightning, earthquake or smoke**

2. **Storm** or Flood.

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

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

**Loss or damage by smoke that happens gradually.**

Loss or damage:
- caused by frost;
- caused by storm to fences, gates and hedges;
- that happens gradually.

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.
### What is covered

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

   b. Water freezing in tanks, equipment or pipes.

6. Heating fuel leaking from a fixed heating system.

7. Theft or attempted theft.

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

### What is not covered

- 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.

- Loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.

- 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.
What is covered

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

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 the fallen part of the tree or the whole tree if uprooted.

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

What is not covered

- Damage to any part of the **buildings** except the **home** unless we accept (or have already accepted) 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** had already been damaged by **subsidence**, **heave** or **landslide**, 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.

Costs you have to pay for:
- removing the part of the tree that is still below ground;
- restoring the site.
What is covered

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

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

a. ground rent you still have to pay;

b. rent payable to you, or (if not otherwise insured) reasonable additional accommodation expenses your tenant has to pay;

c. any reasonable additional accommodation expenses for you and your domestic animals up to the limit shown on your schedule, until the home is ready to live in.

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

**Emergency access**

We will cover damage to the home caused while gaining necessary access to deal with a medical emergency or to prevent damage to the home.

**Emergency access garden**

We will cover damage to the garden within the boundaries of the home caused while gaining necessary access to deal with a medical emergency or to prevent damage to the home.

What is not covered
## BUILDINGS SECTION

### What is covered

**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 up to the limit shown on your **schedule** for the reasonable cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

### What is not covered

The cost of repairing the source of the leak unless caused by loss or damage covered under *The Buildings*.

### Selling your home

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

### Your liability to the public

*(See the important note below)*

We will cover your legal liability to pay damages and claimants’ costs and expenses up to the limit shown on your **schedule** 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. This also includes claims made against you under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for

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;
# BUILDINGS SECTION

## What is covered

any former property owned and insured under the BUILDINGS SECTION for accidents happening during the **period of insurance**, or up to seven years afterwards, provided it is not covered by any other insurance.

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

## What is not covered

- any motorised vehicle;
- any agreement unless *you* would still have been liable without that agreement;
- *your* trade, business or profession (except as landlord of the home).

## Important Note

*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** and its land. To protect yourself, *you* will need to arrange contents insurance which provides **Occupier’s liability** cover.

## BUILDING SECTION EXCLUSIONS

Under the BUILDINGS SECTION we will not cover:

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

- anything set out in the GENERAL EXCLUSIONS section of this policy booklet.
The covers in this section only apply when shown on your schedule.

**What is covered**

**Damage to services, fixed glass and sanitary fittings**

We will cover accidental damage to:

a. cables, pipes, septic tanks and drain inspection covers you are legally responsible for which serve the buildings, including up to £1000 for the cost of breaking into (then repairing and backfilling) an underground pipe you are legally responsible for, to clear a blockage, between the main sewer and the home if this is necessary because normal methods of releasing the blockage are unsuccessful;

b. fixed glass and sanitary fittings installed at the home. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

**What is not covered**

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

Under (b) 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.
What is covered

Extra accidental damage to buildings

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

What is not covered

- Damage caused by:
  - wear and tear, subsidence, heave, landslip, settlement, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually;
  - water entering the home regardless of how this happened (please note – certain water damage is covered under The Buildings please refer to pages 8 and 9);
  - chewing, scratching, tearing or fouling by domestic animals;
  - faulty or unsuitable materials or design or poor workmanship;
  - building alterations, renovations, extensions or repairs;
  - paying guests or tenants.

- Damage excluded under The Buildings;

ACCIDENTAL DAMAGE COVER TO BUILDINGS EXCLUSIONS

Under the ACCIDENTAL DAMAGE TO BUILDINGS SECTION we will not cover:

- the excess shown on your schedule

- anything set out in the GENERAL EXCLUSIONS section of this policy booklet.
The following conditions apply to the BUILDINGS and 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 the sum insured is too low we will not settle your claim on an ‘as new’ basis and will reduce any payments 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 can repair or replace property but agree to make a cash or voucher settlement we will only pay you what it would cost us to repair or replace it.

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:
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
We will not pay:
- fees for preparing a claim under (a)
- under (c) for costs you are legally responsible for paying because of a notice served on you before the date of the loss or damage
- any reduction in the market value of the home as a result of an insurable event.

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.
BUILDINGS CONDITIONS

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour.

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.

See also GENERAL CONDITIONS section of this policy booklet.
CONTENTS SECTION

This section only applies when shown on your schedule.

What is covered

The cover provided by this section is explained below:

Contents in the home

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

1. Fire, explosion, lightning, earthquake or smoke.
2. Storm or flood.
3. a. Riot, civil unrest, strikes and labour or political disturbances.
   b. Malicious people or vandals.
4. Being hit by:
   a. aircraft or other flying objects, or anything falling from them;
   b. vehicles or animals.
5. Water escaping from water tanks, pipes, equipment or fixed heating systems.

What is not covered

Anything set out in the CONTENTS SECTION EXCLUSIONS or GENERAL EXCLUSIONS SECTION of this policy booklet.

Loss or damage by smoke that happens gradually.

Loss or damage that happens gradually.

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*.

Loss or damage that happens after the *home* has been left *unoccupied* for more than the period shown on *your schedule*. 
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<td>6. Heating fuel leaking from a fixed heating system.</td>
<td>Loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.</td>
</tr>
<tr>
<td>7. Theft or attempted theft.</td>
<td>• Loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.</td>
</tr>
<tr>
<td></td>
<td>• Theft by deception, unless deception is used only to get into the home.</td>
</tr>
<tr>
<td></td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>• Loss or damage caused by paying guests, tenants or you.</td>
</tr>
<tr>
<td></td>
<td>• More than the limit shown on your schedule for any one incident involving theft from garages and outbuildings.</td>
</tr>
<tr>
<td>8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.</td>
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## CONTENTS SECTION

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<tr>
<td>9. <strong>Subsidence</strong> or <strong>heave</strong> of the land on which the <strong>home</strong> stands, or <strong>landslip</strong>.</td>
<td>• Damage caused by riverbank or coastal erosion.</td>
</tr>
<tr>
<td>10. Falling trees or branches.</td>
<td>• Damage caused by faulty or unsuitable materials, design or poor workmanship.</td>
</tr>
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</table>

### Contents temporarily removed from the home

We will 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 cover 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.

- Loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule;
- Theft of pedal cycles unless securely locked to an object that cannot be moved.
**CONTENTS SECTION**

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<td><strong>Garden re-landscaping</strong></td>
<td>• Loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.</td>
</tr>
<tr>
<td>This cover only applies if shown on your schedule</td>
<td>• Theft or damage caused maliciously by you, paying guests or tenants.</td>
</tr>
<tr>
<td>We will pay to re-landscape the garden at the home if it is damaged by anything listed under Contents in the home covers 1,3,4 and 7.</td>
<td>• Smoke damage caused gradually.</td>
</tr>
<tr>
<td>We will pay up to the limits shown on your schedule for:</td>
<td></td>
</tr>
<tr>
<td>• any individual plant, tree or shrub;</td>
<td></td>
</tr>
<tr>
<td>• re-landscaping in total.</td>
<td></td>
</tr>
<tr>
<td><strong>Replacement locks</strong></td>
<td></td>
</tr>
<tr>
<td>If keys to external doors of the home, or alarm systems or safes fitted in the home are accidentally lost or stolen, we will pay to replace the locks or lock mechanisms up to the limit shown on your schedule.</td>
<td></td>
</tr>
<tr>
<td><strong>Food in freezers</strong></td>
<td></td>
</tr>
<tr>
<td>We will cover loss of or damage to food stored in a freezer in the home, up to the limit shown on your schedule, due to a change in temperature or contamination by freezing agents.</td>
<td>Loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying your power.</td>
</tr>
<tr>
<td><strong>Domestic heating fuel and metered water</strong></td>
<td></td>
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<tr>
<td>We will cover accidental leakage of domestic heating fuel or metered water up to the limits shown on your schedule.</td>
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Theft of domestic heating fuel is covered under Contents in the home.
## CONTENTS SECTION

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<td><strong>Emergency access</strong></td>
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<tr>
<td><em>We</em> will cover damage to <em>contents</em> caused while gaining necessary access to the <em>home</em> to deal with a medical emergency or to prevent damage to the <em>home</em>.</td>
<td></td>
</tr>
</tbody>
</table>

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

If the *home* can’t be lived in due to damage which would be covered under The Buildings cover sections numbered 1 to 10 *we* will pay for:

a. rent payable to *you* or (if not otherwise insured) reasonable additional accommodation expenses *your* tenant has to pay;

b. reasonable additional accommodation expenses for *you* and *your* domestic animals up to the limit shown on *your schedule*, until the *home* is ready to live in.

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

**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.
CONTENTS SECTION

What is covered

Household removals
We will cover contents accidentally damaged or stolen during professional removal from the home to your new permanent home, or one that your tenant will occupy, (including while in temporary storage for up to seven days) within the British Isles.

Religious festivals and wedding gifts
Unless your schedule shows that your contents sum insured is 'Unlimited' we will increase your contents sum insured by £3000 for each of the following events:
- 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 overleaf)
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.

What is not covered

Personal money, jewellery, watches, items of gold or platinum, stamps and coins.

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;
- the passing on of an infectious disease or virus;
What is covered

We will pay up to the relevant limit shown on your schedule for each incident. This means:

- the Employers Liability limit for claims made against you by a domestic employee where the accident happens as a result of or in the course of their employment by you;
- the Occupiers and personal liability limit for all other insured incidents.

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

What is not covered

i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);

j. any agreement unless you would still have been liable without that 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;
- exclusion (d) will not apply unless cover or security is needed under any of the Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Important Note

(If you are the owner 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.
## CONTENTS SECTION

### What is covered

**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 fixtures and fittings and *contents* belonging to the landlord by any of the causes listed under *Contents in the home*;

b. *accidental damage* to:
   - fixed glass and sanitary fittings installed at the *home*. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns;
   - cables, pipes, septic tanks and drain inspection covers which serve the *home*. Cover includes up to £1000 for the cost of breaking into (then repairing and backfilling) an underground pipe *you* are legally responsible for, to clear a blockage between the main sewer and the *home* if this is necessary because normal methods of releasing the blockage are unsuccessful.

### What is not covered

Loss or damage:
- excluded under *Contents in the home*;
- that happens while the *home* has been left *unoccupied*;
- caused by building work which involves alterations, renovations, extensions or repairs.

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

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;
- documents of any kind except personal money, passports and the title deeds to your home;
- motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the home including ceilings, and wallpaper;
- items used for business or professional purposes (except home office equipment);
- any living creature;
- anything set out in the GENERAL EXCLUSIONS section of this policy booklet.
ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME SECTION

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

What is covered

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

*We* will cover *accidental damage to:*

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

**Extra accidental damage cover to contents in the home**

*We* will cover all other *accidental damage to contents* while in the *home* that is not covered by the CONTENTS SECTION or by *Accidental damage to home entertainment equipment, mirrors and glass.*

What is not covered

- 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.

‘Items designed to be portable’ means things like laptops, tablets and ipods which can be used outside the home on battery or solar power. Cover for these items is available under ‘Extra’ accidental damage (below), or under PERSONAL BELONGINGS (this gives our widest cover both inside and away from home).

- Food and stamps;
- 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 18);
- 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 sublet.
ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME EXCLUSIONS

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

- the **excess** shown on your schedule;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by wear and tear or anything which happens gradually;
- anything set out in the GENERAL EXCLUSIONS section of this policy booklet.
CONTENTS CONDITIONS

These conditions apply to the CONTENTS and ACCIDENTAL DAMAGE COVER TO CONTENTS IN THE HOME SECTIONS

1. **The Sum Insured**
   At all times the sum insured must be at least equal to the full cost of replacing the property “as new” (except 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 payments to reflect wear and tear.

2. **Settling Claims (not applicable to liability claims)**
   We can choose to settle your claim by
   - replacing
   - reinstating
   - repairing
   - payment
   Replacement will be on a like for like basis or based on the nearest equivalent in the current market.
   If we can repair or replace property but agree to make a cash or voucher settlement we will only pay you what it would cost us to repair or replace it.
   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 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, set, suite or any other item of a uniform nature, design or colour.

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.

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 date of your policy.

6. **Proof of value and ownership**
   It is your responsibility to prove any loss. We therefore 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;
   - at the time of a loss.
   See also GENERAL CONDITIONS section of this policy booklet.
**PERSONAL BELONGINGS SECTION**

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

**What is covered**

This covers personal items (as shown on your **schedule**) while anywhere in the world.

Loss or damage to your **personal belongings** shown on your **schedule**.

**What is not covered**

Anything set out in the **PERSONAL BELONGINGS SECTION EXCLUSIONS** or **GENERAL EXCLUSIONS SECTION** of this policy booklet

- loss or damage to sports racquets, sticks, bats and clubs while in use;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- 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;

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 BELONGINGS SECTION

What is covered

**Personal money, credit and debit cards**
This cover only applies when shown on your schedule.
**We** will cover loss of the following up to the limit(s) shown on your schedule:
- personal money;
- credit and debit cards held for social, domestic or charitable purposes. 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 current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions he/she will be able to reclaim most (if not all) of the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. Our cover will reimburse the cardholder within the policy terms for unrecoverable charges.

**Pedal cycles**
This cover only applies when shown on your schedule.
**We** will provide cover for loss of or damage to your pedal cycles (including electrically assisted pedal cycles) and their parts and accessories anywhere in the world up to the limit shown on your schedule.

What is not covered

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

Thieves unless the cycle is:
- in your immediate custody and control; or
- securely locked to an object that cannot be moved; or
- in a locked building.
PERSONAL BELONGINGS SECTION EXCLUSIONS

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 (except for credit and debit cards where no excess applies);
- 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 (this limit applies in total to all property covered under the PERSONAL BELONGINGS SECTION except for pedal cycles);
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- confiscation or detention by Customs or other officials;
- any loss that is not the direct result of the insured incident itself;
- 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;
- anything set out in the GENERAL EXCLUSIONS section of this policy booklet.

PERSONAL BELONGINGS CONDITIONS

All the CONTENTS CONDITIONS also apply to PERSONAL BELONGINGS (including Personal money, credit and debit cards, and Pedal cycles) except for the paragraph headed Valuables under 2. Settling claims which does not apply to these covers.
GENERAL CONDITIONS

These conditions apply to all sections of the policy shown in this booklet.

1. **Important Notice – Information we need to know about**

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

Please tell us immediately about changes to the information set out in the application form, ‘Information Provided by You’ document or your schedule, including (but not limited to):

- leaving your home unoccupied for more than the agreed number of days;
- letting your home or using it for business (except office work);
- an insured person being charged or convicted of a (non-motoring) criminal offence.

Please also tell us if:

- you are intending to alter or renovate the buildings (though not minor cosmetic changes such as re-decorating);
- you plan to lend your home;
- the people to be insured change.

We will tell you if we can accept the change and if so, whether it will result in revised terms and/or premium being applied to your policy. If any information you provide is not complete and accurate we may:

- cancel your policy and refuse to pay any claim; or
- not pay any claim in full; or
- change one or more of:
  - the premium;
  - the excess;
  - the extent of cover.

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

2. **Your duty to prevent loss or damage**

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage and keep insured property in good condition.

3. **Your policy**

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

- your policy booklet;
- information contained on your application and/or “Information Provided by You” document as issued by us;
- your schedule (including any clauses shown on it);
- information under the heading “Important Information” which we give you when you take out or renew your policy;
- changes to this policy or important information we give you at renewal.
4. Claims

Your duties

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

a. tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;

b. contact us as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help we need to settle your claim;

c. do all you reasonably can to get back any lost or stolen property and tell us without unnecessary delay if any property is later returned to you;

d. call us if you receive any information or communication about the event or cause;

e. avoid discussing liability with anyone else without our permission.

Our rights

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

   We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim

b. No property may be abandoned to us.

Limit

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

a. up to the limit shown on your schedule (less any amounts already paid by us); or

b. any lower amount for which we can settle your claim

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

5. Fraud

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

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.
6. Other Insurance

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

Important note

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

7. Monthly payment plan

If you are paying the premium using our monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If you do not do this we may cancel this insurance as set out below.

8. Cancelling this policy

Your rights

You can cancel your policy and/or any additional covers at any time by calling Customer Services.

a. If you cancel before the cover start date you will receive a refund of any premium you have paid for the cancelled cover.

b. If cover has started you will receive a refund as set out in (a), less a proportionate deduction for the time we have provided cover.

If the cancellation is outside the cooling off period (14 days from the day of purchase or when you receive your policy or renewal documents, whichever is the later) we will also charge a cancellation fee (see our table of fees shown in the Important Information document).

Our rights

We (or any agent we have authorised to do so) may cancel this policy and/or any additional covers where there is a valid reason for doing so by sending at least 7 days’ written notice to your last known address or email address explaining the reasons. Valid reasons include, but are not limited to where:

- you have not paid your premium (including non-payment of an instalment under an Aviva credit facility). If premiums or instalments are not paid when due we will write to you requesting payment by a specific date. (We will give you at least 14 days’ written notice if we intend to cancel due to non-payment under an Aviva credit facility.) If we receive payment by the date shown in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy from the cancellation date shown on the letter;
- we reasonably suspect fraud;
- you fail to co-operate with us or give us information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests;
- you have not taken reasonable care to provide complete and accurate answers to the questions we ask (see GENERAL CONDITION 1).
Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud, or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premium you have paid for the cancelled cover, 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 Insurances (Disclosure and Representations) Act 2012.

If we cancel the policy we will also charge a cancellation fee.

**Important note**

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

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**

Your sum(s) insured may be updated monthly (and the new amounts notified to you annually with your renewal notice) to reflect rising costs in line with the Retail Price Index for contents and the House Rebuilding Cost Index for buildings.

We will not reduce your sum insured if the index falls.

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 covers shown in this booklet

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.

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

6. **Deliberate or Criminal Acts**
   any loss or damage
   a. deliberately caused by; or
   b. arising from a criminal act caused by;
   you or any other person living with you.

7. **Events before the cover start date**
   anything which occurred before the cover under this policy started.