

Need to make a claim...
Tell us as soon as you can:
... Call us on 0345 030 6902.

Our dedicated claims advisers are here to help you
24 hours a day, every day of the year
For our joint protection, calls may be recorded
and/or monitored.

**Quote me
happy.com**



Home Policy



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Welcome to Quote me happy.com

Home Insurance

Your Contract of Insurance

Here's **your** Quote me happy.com Home Insurance policy booklet, it forms part of **your** contract of insurance with **us** along with:

- **your** policy schedule (including any **clauses** shown on it);
- the information on **your** application or the 'information provided by **you**' document
- the Important Information document;
- changes to **your** policy or important information that **we** give **you** at renewal.

To be covered you must keep to the terms and conditions

You must pay **your** premium and keep to the terms and conditions and **clauses** of the contract. So long as **you** do this **we**'ll insure **you** for anything shown in this policy booklet, which **your** schedule shows is covered, during the **period of insurance**.

It is important that everyone insured under this policy is aware of its terms and conditions.

Keeping your property in good condition

One important policy condition is that **you** keep all the property **you**'re insuring in good condition. **Your** policy doesn't cover loss or damage caused by wear and tear or a lack of maintenance.

In particular, **you** need to maintain **your** home, there are some basic things **you** can do, for example:

On the outside

- Check for missing or slipped tiles, or rotten window frames.
- Ensure that gutters and downpipes aren't damaged or blocked by leaves.
- Keep any trees and shrubs near **your home** well-trimmed.
- If **your home** uses oil, as well as carrying out visual checks yourself, **you** should arrange for the tank and associated pipework to be checked regularly by a competent person.

On the inside

Check and replace sealant and grout around baths and showers regularly – these need to be maintained to prevent leakage.

Check your policy details and tell us if anything's wrong or changes in the future

We want to make sure that **you** understand **your** cover and any cover limits, and that everything's correct on **your** documents, so please read them carefully and let **us** know if **you** need any changes.

During the life of **your** policy **you** need to tell **us** about any changes to the information **you**'ve given **us**. More details about this can be found in the General Conditions section.

You must give **us** complete and correct information to the questions **we** ask. If **you** don't do this **we** may need to change **your** cover, premium or **excess** or **you** may find that **your** claim isn't paid in full (or maybe not at all). **We** may also cancel **your** policy.

You can make changes online at www.quotemehappy.com/my-account

Welcome to Quote me happy.com

Home Insurance

Use of Language

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

Your Cancellation Rights

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

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

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

You can cancel **your** policy online via My account. 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 booklet.


Our Fees


We reserve the right to charge an administration fee of £12* if you change your cover. If your policy is cancelled a fee of £30* is payable in certain circumstances. See 'Cancelling your cover' in the General conditions for details of when we charge a cancellation fee.

*plus insurance premium tax (where applicable)

Key

 These boxes give information **we** want to particularly draw **your** attention to

 These boxes give **you** additional helpful information

 These boxes highlight what **your** policy doesn't cover

Getting in touch

Make or complain about a claim

Please check **your** policy documents first to see if **you're** covered before **you** make a claim. If **you're** not sure you can access your policy and FAQs via www.quotemehappy.com/my-account.

If **you** want to complain about a claim, or anything else, please see the Important Information document for the complaints procedure.

Legal Services Claims

0345 030 6902





Home Emergency Claims

0345 030 6902

All other Home Claims

0345 030 6902

When **you** make a claim, **we** may ask for the following so try to have them handy:

-  Your policy number
-  Photos of what's damaged or lost
-  Receipts, quotes or invoices
-  Estimated size of the area affected

You can call us about a claim 24/7

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** give you progress updates.

Need help with something else?

For anything else – or to make changes to **your** policy or cover – do it online at www.quotemehappy.com/my-account.

Calls to 0800 numbers from UK landlines and mobiles are free. 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.

Large print, audio and Braille

If **you** need this policy in large print, audio or Braille, email **us** at team@quotemehappy.com.

Understanding the cover level you've bought

The following table highlights the covers which apply for Buildings and Contents depending on the level of cover **you** have chosen. Specific limits apply for certain covers, **you** will find these in **your** policy **schedule**.

To help **you** see quickly whether a cover is included or optional with **your** chosen cover level when reading through **your** policy, against each Buildings and Contents cover **we** have added colour coded boxes (representing each product level) and containing a tick, a cross or 'O'. For example:

| | Essentials | Essentials Plus | Premier |
|-------------------------------|------------|-----------------|---------|
| Cover is included | ✓ | ✓ | ✓ |
| Cover is optional | O | O | O |
| Cover is not available | X | X | X |

| Buildings | Essentials | Essentials Plus | Premier |
|---|------------|-----------------|---------|
| Damage to the home by standard risks eg fire, storm, theft etc | ✓ | ✓ | ✓ |
| Rent and alternative accommodation | ✓ | ✓ | ✓ |
| Emergency access | ✓ | ✓ | ✓ |
| Tracing and accessing leaks | X | ✓ | ✓ |
| Replacement locks | ✓ | ✓ | ✓ |
| Your liability to the public | ✓ | ✓ | ✓ |
| Selling your home | ✓ | ✓ | ✓ |
| Accidental damage to services, glass and sanitary fittings | O | ✓ | ✓ |
| Extra accidental damage to buildings | O | O | O |
| Buildings matching items | X | X | ✓ |
| Buildings Protected No Claim Discount | O | O | O |

Understanding the cover level you've bought

| Contents | Essentials | Essentials Plus | Premier |
|--|------------|-----------------|---------|
| Contents in the home for standard risks eg fire, storm, theft etc | ✓ | ✓ | ✓ |
| Contents temporarily removed | ✓ | ✓ | ✓ |
| Contents in garden | ✗ | ✓ | ✓ |
| Personal effects of visitors to the home | ✗ | ✓ | ✓ |
| Business equipment | ✗ | ✓ | ✓ |
| Replacement locks | ✓ | ✓ | ✓ |
| Food in freezers | ✓ | ✓ | ✓ |
| Heating fuel | ✓ | ✓ | ✓ |
| Metered water | ✓ | ✓ | ✓ |
| Rent and alternative accommodation | ✓ | ✓ | ✓ |
| Fatal injury | ✓ | ✓ | ✓ |
| Household removals | ✗ | ✓ | ✓ |
| Religious festivals/wedding gifts | ✗ | ✓ | ✓ |
| Occupiers, personal and employers liability | ✓ | ✓ | ✓ |
| Tenants liability | ✓ | ✓ | ✓ |
| Title deeds | ✗ | ✓ | ✓ |
| Emergency access | ✓ | ✓ | ✓ |
| Accidental damage to home entertainment equipment, mirrors and glass | ○ | ✓ | ✓ |
| Extra accidental damage to Contents | ○ | ○ | ○ |
| Contents matching items | ✗ | ✗ | ✓ |
| Contents Protected No Claim Discount | ○ | ○ | ○ |
| Contents extra garden cover | ✗ | ✓ | ✓ |

Words with special meanings

We use some words or phrases with special meanings in this booklet. These are shown in **bold** and **we** explain what they mean here. If they mean something else in any section of **your** policy **we**'ll tell **you** in that section.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Accidental damage doesn't include breakdowns or faults, or damage due to faulty workmanship or design.

British Isles

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

Buildings

The **home** and its:

- walls, fences, gates, hedges, patios, drives, footpaths, terraces, hard courts, car ports;
- ornamental ponds and fountains, fixed hot tubs and swimming pools;
- fixed domestic heating, water or sewage tanks, fixed pipes and cables;
- fixed clean energy installations such as solar panels and wind turbines.
- fixtures, fittings and decorations

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

Business 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.

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** that:

- **you** own, or are legally responsible for (but not property belonging to **your** landlord);
- belong to **domestic employees** who live with **you**.

If you have chosen the 'Essentials Plus or Premier' cover level, this includes personal belongings of visitors to the home, up to the limit shown on your schedule.

Contents doesn't mean the following:

- anything used or stored for business or professional purposes
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers and the parts, spares and accessories of any of these;
- any type of document except **personal money**, passports, driving licences and the title deeds to the **home**;
- any part of the structure of the **home**, including wallpaper;
- any living creature.

Words with special meanings

Domestic employee

A person directly employed by **you** solely to carry out domestic tasks such as cleaning, gardening and childcare.

Excess

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

Fire

Accidental combustion caused by an external heat source, such as a spark or candle. 'Fire' does not include scorching, melting, or heat distortion of any kind unless as a direct result of combustion.

If there is no combustion but a single event (caused suddenly and unexpectedly by an outside force) leads to scorching, melting or heat distortion **you** may be able to claim for this if **your** policy includes cover for **accidental damage**.

Garden

In the open within the boundaries of the land belonging to the **home**.

Heave

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

Home

The house or flat and its garages and outbuildings. These must all be at the address shown on **your** schedule and used solely for domestic and/or clerical business purposes. (Clerical business means computer work, emails, telephone calls and administration.)

Landslip

Movement of land down a slope.

Motorised vehicle

Any electrically or mechanically powered vehicle, except:

- those used solely as domestic gardening equipment in the **garden**;
- Class 2 mobility scooters and motorised wheelchairs (these have a top speed of 4mph and cannot be used on the road except where there is no pavement) See www.gov.uk/mobility-scooters-and-powered-wheelchairs-rules;
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;

Period of insurance

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

Words with special meanings

Personal belongings

Things **you** might wear or carry with **you** when **you** leave **your home**. For example, clothing, jewellery, watches, mobile phones and gadgets like laptops and tablets, sports, musical and photographic equipment. Everything must belong to **you** or be **your** legal responsibility.

Personal belongings are not:

- anything used or stored for business or professional purposes;
- furniture, furnishings, household goods and equipment, food and drink;
- any kind of document except driving licences and passports;
- **motorised vehicles**, aircraft, boats, sailboards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature;
- Any of the following unless specifically shown on **your** schedule as covered:
 - pedal cycles (including their parts, spares and accessories);
 - laptops
 - contact, corneal cap and micro lenses and hearing aids.

Personal money

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

Reasonable costs

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

Schedule

The document which gives details of the cover and sum insured limits that **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.

The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but **we** take other factors into consideration such as where the property is sited. A **storm** can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

Subsidence

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

Words with special meanings

Unoccupied

Not lived in by **you** or anyone who has **your** permission or doesn't contain enough furniture for normal living purposes.

'Lived in' means that normal living activities like bathing, cooking and sleeping are regularly carried out in the **home**.

Valuables

Jewellery, watches, items of gold, silver or other precious metals, works of art (paintings, etchings, tapestries, statues, sculptures), furs, stamp, coin and medal

collections.

We, us, our

Aviva Insurance Limited unless otherwise shown for any policy section.

You, your

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

If anyone shown above is a student **we** class them as 'normally living' at the **home** if they live there outside of term time.

General conditions

These conditions apply to all covers shown in this booklet except Legal Services and Home Emergency

1. Important notice – information we need to know about

You must always take reasonable care to give full and correct answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. Please tell **us** if anything on **your** policy schedule or 'Information Provided by **You**' document is incorrect or changes, including (but not limited to):

- leaving **your home unoccupied** for more than the number of days shown on **your** schedule;

- letting **your home** or using it for business (except computer work, emails, telephone calls or administration);
- if anyone insured (or to be insured) on the policy is charged or convicted of a (non-motoring) criminal offence.

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

- **you** plan to:
 - alter or renovate the **buildings** (but not internal renovations unless **you** are creating an additional bedroom, bathroom or shower room);
 - lend **your home**;
 - any of the adults to be insured change.

General conditions

When **you** tell **us** about a change **we** will tell **you** if this affects **your** policy (for example if **we** can no longer offer cover or if **we** need to change **your** premium). If **you** don't give **us** full and correct information, or tell **us** about the above changes, **we** may:

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

If **you** are unsure whether **you** need to tell **us** of a change please visit www.quotemehappy.com/my-account.

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

Everyone covered by this policy must:

- take all reasonable precautions to prevent accidents, loss or damage; and
- keep insured property in good condition.

3. **Claims**

What you need to do

As soon as **you**'re aware of something that's likely to lead to a claim **you** must:

- tell the police straight away if **you**'ve lost something or **your** claim is due to a crime (for example theft or malicious damage). Please get a crime reference number;
- contact **us** as soon as **you** reasonably can and give **us** all the information and help **we** need to settle **your** claim;
- tell **us** if any of **your** property is later returned to **you**;

- tell **us** if **you** receive any information or communication about the event leading to **your** claim and leave **us** to deal with it (unless **we** tell **you** otherwise).

To help us settle your claim

It is **your** responsibility to prove any loss and **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.

What you mustn't do

- Admit to any claim, promise any payment or refuse any claim without **our** agreement.
- Get rid of damaged property or organise repairs without **our** agreement.
- Abandon any damaged property to **us**.

What rights we have

We will be entitled, at **our** cost, but in **your** name, to:

- take legal proceedings for **our** own benefit to recover **our** costs in relation to **your** claim; 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.

4. **Fraud**

If **your** claim is at all dishonest or exaggerated **we** will not pay **you** anything

General conditions

under this policy or return any money **you** have paid. **We** may also cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim.

We may also take legal action against **you**.

5. Other insurance

Sometimes **you** may have other insurance that would cover the same claim (or would cover it if this policy didn't exist). If so, here's what happens:

- if **you're** claiming for Occupiers, Personal and Employers Liability **we** won't pay anything until all cover under **your** other insurance is exhausted;
- if **you're** claiming for something else **we** won't pay more than **our** fair share, 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. It 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.

6. Paying monthly

If **you've** chosen to pay **your** premium using **our** monthly credit facility **you** must make each regular monthly payment as required in the credit agreement. If **you don't** do this **we** may cancel **your** policy as explained below.

If **your** credit agreement says **you** must pay a deposit **you** have to pay this before the cover start date or **your** policy won't be valid.

7. Cancelling your policy

In this section where **we** refer to the right to cancel the policy 'you' means the policyholder(s). This means the person or people named on **your** schedule and they're the only ones who can cancel the policy.

Your Statutory 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 the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and **your** cover hasn't started **you** will be entitled to a full refund of the premium paid.

If **you** cancel after **your** cover has started **we'll** refund the full premium paid less a proportionate deduction for the time **we've** provided cover.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

You can cancel your cover at any time

In addition to **your** statutory rights **you** can cancel the policy and/or additional covers provided by Aviva at any time online at www.quotemehappy.com/my-account. There may be a charge for doing this, see 'Will I get a premium refund' below.

There are times when we can cancel your cover

We may cancel **your** policy and/or additional covers provided by Aviva if **we** have a valid reason, for example if:

General conditions

- **you** don't pay **your** premium when it's due (including non-payment of instalments under an Aviva monthly credit facility). If **you** don't pay the first premium **your** policy will not be valid. If **you** miss a payment after that **we**'ll write to **you** giving a further date to pay. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** don't receive payment by then **we** will cancel the policy and/or additional cover options from the date shown on the letter;
- **we** reasonably suspect fraud;
- **you** don't co-operate with **us** or give **us** information or documentation **we** ask for, and this affects **our** ability to process a claim or defend **our** interests;
- **you** have not given complete and accurate answers to the questions **we** ask.

Where **we** cancel, **we**'ll always give **you** at least 7 days' notice by post or email to the last address **you**'ve given **us** and tell **you** the reason why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel **your** policy without notice and backdate the cancellation to the date when this happened, which could be when **you** first bought **your** policy.

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

Will I get a premium refund?

- If **your** policy or an additional cover is cancelled before the cover starts **we**'ll refund the premium **you**'ve paid for the cancelled cover.
- If **your** policy or an additional cover is cancelled after cover has started:
 - **we**'ll refund **you** for any days left which **you**'ve already paid for; and
 - if **you** cancel the whole policy after the statutory 14 day cooling off period has ended **we**'ll also charge a cancellation fee of £30 plus Insurance Premium Tax.

You won't get a refund at all if **we** cancel **your** policy because **you** acted dishonestly or fraudulently and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

8. Index linking

Your sum(s) insured may be updated monthly (and the new amounts shown on **your** annual renewal notice). Any change will reflect rising costs in line with the House Rebuilding Cost Index for **buildings** and the Retail Price Index for **contents** and specified belongings.

We won't reduce **your** sum(s) insured if the index falls.

9. Joint policyholders

Any person named on **your** schedule can change the policy or make a claim. **We** can only remove a named person if they agree, if **we**'re ordered to by a court, or if they've died and their personal representatives ask **us**.

General exclusions

These exclusions apply to all covers in this booklet except Legal Services and Home Emergency.

We won't pay for:

1. *Gradually occurring damage*

- wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation;
- any other gradually occurring damage (except **subsidence**, **heave** and **landslip**).

2. *Breakdowns or faults*

Claims for things which have just broken down or stopped working. This means anything ranging from boilers to home appliances and laptops. The exception is Home emergency cover which does cover **emergencies** related to some breakdowns (as described in that cover section).

3. *Events before the cover start date*

Anything which happened or circumstances likely to lead to a claim (such as a flood warning being issued for **your home**) that **you** were aware of before the cover under this policy started.

4. *Faulty materials or workmanship*

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

5. *Deliberate or Criminal Acts*

Any loss or damage or liability arising from a deliberate or criminal act by **you** or any other person living with **you**.

6. *Loss in value or indirect loss*

Loss in value, including any loss that is not the direct result of the insured incident (for example if the value of an item or the market value of **your home** reduces because it's been repaired).

7. *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.

8. *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.

General exclusions

Terrorism means:

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

9. 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 War or Terrorism as described above.

10. Radioactivity

Loss, damage or liability which involves:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

11. 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**.

12. Unauthorised and/or Malicious Access to Computer or Electrical Equipment

We won't pay for;

Any loss, damage or liability caused directly or indirectly, or in any way connected to unauthorised, and/or malicious access by any person to:

- the power network, leading to a power failure or power surge; and/or
- computer or electronic components and systems (including smart devices), resulting in any reprogramming of software, loss of data, introduction of malware, codes or viruses with the intention or effect to cause such systems or connected devices to stop, fail or function otherwise than is intended by the manufacturer.”

A smart device is an electronic device, generally connected to other devices or networks via different protocols such as Bluetooth or Wi-fi, for example tablets, smart phones and smart TVs.

Buildings section

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

Please see **your** schedule to check any limits applying to **your** cover.

What's covered?

The Buildings

Our standard Buildings cover will protect **you** for loss of or damage to the **buildings** caused by any of the following things:

1. **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
2. **Storm** or flood (from overflow of external water sources, such as rivers, lakes and the sea).
3. Malicious people, vandals, riot, civil unrest, strikes, or labour or political disturbances.
4. Being hit by:
 - aircraft or other flying objects, or anything falling from them;
 - vehicles or animals (excluding domestic animals);
 - falling aerials or satellite dishes (including fittings and masts);
 - falling trees or branches.

If **we** accept a claim for damage to the **buildings** caused by a falling tree or branch **we**'ll also pay **reasonable costs** to remove the fallen tree or part of the tree (this doesn't include any part which remains below ground).

5. Water escaping from or freezing in water tanks, pipes, plumbed-in home

appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.

6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. **Subsidence, heave, or landslip.**

Loss of rent and cost of alternative accommodation

If **your home** can't be lived in because it's been damaged by something which is insured under **your** policy, **we** will pay for the following until it's fit to be lived in:

- reasonable additional alternative accommodation costs for **you** (including **your** pets) if **you** live in the **home**;
- any ground rent **you** still need to pay;
- if **you** have a lodger or tenant **we**'ll pay:
 - any rental income **you** lose from them; or
 - reasonable additional alternative accommodation costs for them (and their pets), if they don't have other insurance to cover it.

We'll always try to keep **you** (and/ or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we**'ll pay additional costs for reasonable alternative accommodation, taking into account all the circumstances of **your** claim and **we**'ll aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing.

Buildings section

We'll consider how many people live in the **home**, how long **you**'ll need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Tracing and accessing leaks

If **your home** has been damaged by a water leak, **we**'ll pay **reasonable costs** to remove any part of the internal structure of the **home** needed to find the source of the leak. **We**'ll also make good after the leak's been fixed.

We'll ask **you** to pay to repair or replace the leaking pipe or part if it had simply failed or worn out. This is because **your** policy doesn't cover wear and tear. **We**'ll only pay to repair the pipe or part if it's damaged by something which **your** policy covers (e.g. **accidental damage**, if applicable).

Replacement locks

If the keys to external doors of **your home** (or alarms or safes fitted inside it) are lost or stolen, **we**'ll pay to replace the locks or lock mechanisms.

Emergency access

We'll pay for damage to **your buildings** caused by someone accessing **your home** to deal with a medical emergency, or to prevent damage to the **home**. There's no **excess** to pay.

Selling your home

Your buildings cover will extend to protect the buyer of **your home** if it is damaged by an insured event between exchange of contracts and completion of the sale. This cover only applies if they don't have other insurance to cover the damage.

Your liability to the public

Our standard buildings cover also extends to cover **your** liability to the public (as the homeowner). Details of this cover and exclusions are shown in the 'Your legal liabilities' section of this booklet.

Buildings matching items

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 section – what’s not covered?

- Anything shown in the General exclusions.
- The relevant **excess** shown on **your schedule** (unless **we** tell **you** in any part that an **excess** doesn’t apply).

If **your buildings** suffer **subsidence, heave or landslip** damage, regardless of the underlying cause of the damage, the **subsidence, heave and landslip excess** shown on **your schedule** will apply to **your claim**.

- Damage to fences, gates and hedges caused by **storm**, or by falling trees or branches.
- Costs you have to pay, for restoring the site as a result of falling trees or branches.
- Loss or damage caused by water escaping due to faulty, failed, inadequate or lack of grout or sealant.
- Loss or damage caused by any of the following when **your home** has been left **unoccupied** for more than the period shown on **your schedule**:
 - malicious people or vandals;
 - water escaping from or freezing in water tanks, pipes, plumbed-in home appliances, fixed equipment or fixed heating system;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
- Theft, attempted theft, malicious damage or vandalism by **you**, paying guests or tenants.
- **Subsidence, heave or landslip**:
 - damage to any part of the **buildings** (e.g. a boundary wall or patio) unless **we** accept (or have already accepted) a claim for **subsidence, heave or landslip** damage to the house, flat, garages or outbuildings that happened at the same time, by the same cause.
 - caused by water escaping.
 - 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 it, and **we** accepted it.
- Damage caused by **settlement**, or by shrinkage or expansion of parts of the **buildings**.
- Damage caused by riverbank and coastal erosion.
- Frost damage (though **we** do cover damage to pipes caused by freezing).
- Wet or dry rot arising from any cause, except where the rot was directly caused by:
 - something which is covered by this policy, or
 - by repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your claim**.

Buildings section – optional covers

These covers only apply if shown on **your** schedule.

Please see **your** schedule to check any limits applying to **your** cover.

Accidental damage to services, fixed glass and sanitary fittings

What's covered

Accidental damage which is not covered under Buildings paragraphs 1-8 to:

- a. cables, pipes, drain inspection covers and septic tanks **you're** responsible for which serve the **buildings**;
- b. fixed glass forming part of the **buildings** (including glass in solar panel units);
- c. sanitary fittings installed in the **home**.

Cover under (a) includes the cost up to £1,000 of breaking into (and then repairing and backfilling) an underground pipe where **you** have tried, unsuccessfully, to clear a blockage using established methods such as rodding.

What's not covered

- Damage to fixed glass forming part of the **buildings** which happens when **your home** has been left **unoccupied** for more than the period shown on **your** schedule.
- Anything shown in the Buildings section 'What's not covered?' or in the General Exclusions.

Extra accidental damage to buildings

What's covered

All other **accidental damage** to the **buildings** that is not already covered by the Buildings section.

What's not covered

- Anything shown in the Buildings section 'What's not covered?' or in the General Exclusions.
- Damage to fixed glass forming part of the **buildings** which happens when **your home** has been left **unoccupied** for more than the period shown on **your** schedule.
- Damage caused by:
 - chewing, scratching, tearing or fouling by domestic animals;
 - building alterations, renovations or repairs;
 - vermin, insects, fungus, weather conditions;
 - paying guests or happening while the **home** or any part of it is lent, let or sub-let;
 - water entering from the outside of **your home** or water escaping from or freezing in water tanks, pipes, plumbed-in home appliances, fixed equipment or fixed heating system;
- Costs associated with clearing blockages from underground pipes unless **you've** tried, unsuccessfully, to clear it using established methods such as rodding. Where **your** attempt to clear the blockage has been unsuccessful and **we** agree to break into the pipe to clear it **we** won't pay more than the limit shown on **your** schedule to break into and repair the pipe and backfill afterwards.

Buildings section conditions

These conditions also apply to Buildings Optional covers.

1. Your sum insured

Your buildings sum insured must always be high enough to cover the full cost of rebuilding the **buildings** to the same specification. If at the time of a loss **your** sum insured is too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. Settling claims (except liability)

We can choose to settle **your** claim by repairing, rebuilding, giving **you** an equivalent replacement or making a payment. If **we** are able to repair, rebuild or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair, rebuild or replace it.

What we will pay

We'll pay up to the sum(s) insured and limits shown on **your** schedule for any incident. The most **we**'ll pay in total for any claim for loss or damage to **buildings** is the **buildings** sum insured (unless otherwise stated). **We** won't reduce the sum(s) insured by the amount paid under any claim. If **we** accept a claim for the **buildings** **we** will also pay for:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than the relevant professional institutes recommend. They must not include any amount to help **you** prepare **your** claim.
- Costs **we**'ve agreed to pay to demolish or support the damaged parts of the **buildings**.

- The cost of meeting building regulations or municipal or local authority byelaws directly incurred in repairing insured damage to the **buildings**. **We** only pay for this if **you** hadn't already been told it was required before the **buildings** were damaged.

How we deal with claims for storm damage

We explain what **we** mean by **storm** in the 'words with special meanings' section. **We** try to be fair, so **we** don't just look at wind speed **we**'ll take other factors into account like where **your home** is sited.

We'll check what the weather was like when the damage happened and may ask for pictures or ask an expert to look at the damage to decide if it was caused by a **storm** and confirm that a lack of maintenance didn't cause or contribute to the damage.

If your property isn't in good condition

Whether **you**'re claiming for **storm** or something else it's a policy condition that **you** keep **your** property in good condition so if **you** haven't done this and this was the reason (or main reason) for the damage then **we** may not pay **your** claim or may not pay it in full.

How we deal with pairs, sets and suites

If you have chosen Premier as your cover level, Buildings matching items cover is included as standard, please see the terms and condition of this cover as they replace the standard terms shown below.

When **we** settle **your** claim, **we**'ll pay to replace individual items or parts of a pair, set or suite or any other item of a uniform

Buildings section conditions

nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

3. Settling liability claims

For any incident (or series of related incidents) involving legal liability covered under the Buildings section **we** will try to negotiate with the person claiming against **you** (or their legal representative) to settle **your** claim for the lowest amount. In any event the most **we**'ll pay is the limit shown on **your** schedule plus any costs and expenses **we** have agreed to pay.

4. No-claim discount

If **you** make a claim under the Buildings section (including Buildings optional covers) **we**'ll reduce **your buildings** no claim discount when **you** renew unless your discount is protected because **you** have bought Buildings Protected No Claim discount. If **you** don't claim **we** will increase **your buildings** no claim discount at renewal until **you** reach **our** maximum of 5 years.

See also the General conditions.

Contents section

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

Please see **your** schedule to check any limits applying to **your** cover.

What's covered?

Contents at the home

Our standard Contents cover will protect **you** for loss or damage to **contents** in the **home** caused by any of the following things:

1. **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
2. **Storm** or flood (from overflow of external water sources, such as rivers, lakes and the sea).
3. Malicious people, vandals, riot, civil unrest, strikes, and labour or political disturbances.
4. Being hit by:
 - aircraft or other flying objects, or anything falling from them;
 - vehicles or animals (excluding domestic animals);
 - falling TV or radio receiving aerials or satellite dishes (including fittings and masts);
 - falling trees or branches.
5. Water escaping from water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system.

Contents section

- 6. Heating fuel leaking from a fixed heating system.
- 7. Theft or attempted theft.
- 8. **Subsidence, heave or landslip.**

Contents temporarily removed from the home ✓✓✓

Your **contents** are also covered while temporarily removed from the **home** to another place (except a furniture depository) in the **British Isles** for loss or damage as described in Contents paragraphs 1-8.

This provides some basic cover for **contents** which are temporarily taken away from the **home** – while studying at university or working away from **home** for example.

Wider cover (including **accidental damage** and loss) of belongings while anywhere in the world is available with the Personal Belongings option.

Loss of rent and cost of alternative accommodation ✓✓✓

If **your home** can't be lived in because it's been damaged by something listed in Contents paragraphs 1-8 **we** will pay for the following until it's fit to be lived in:

- reasonable additional alternative accommodation costs for **you** (including **your** pets) if **you** live in the **home**;
- if **you** have a lodger or tenant **we**'ll pay:
 - any rental income **you** lose from them; or

- the reasonable additional accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.

We'll always try to keep **you** (and/or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we**'ll pay additional costs for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we**'ll aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We**'ll consider how many people live in the **home**, how long **you**'ll need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Business equipment ✗✓✓

We will provide cover for loss or damage to business equipment while in the home by the causes listed under *Contents at 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;

Contents section

- 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 the keys to external doors of **your home** (or alarms or safes fitted inside it) are lost or stolen, **we**'ll pay to replace the locks or lock mechanisms.

Contents in the garden

We will provide cover for loss of or damage to contents by any of the causes listed under *Contents at 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.

Contents extra garden cover

If your garden is damaged by:

- a. fire, explosion, lightning, malicious acts, riot, theft or attempted theft; or
- b. being hit by
 - aircraft or other objects or items dropped from them;
 - vehicles or animals (not including domestic animals);

we will pay the cost of re-landscaping up to the limit shown on your schedule.

The most we will pay for any one tree, shrub or plant is the limit shown on your schedule.

In addition, the 'contents in the garden' cover limit shown on your schedule is increased by £1000.

We will not cover anything which is excluded by the [Contents section](#).

Garden re-landscaping

If the plants or trees in the **garden** are lost or damaged by any of the following **we**'ll pay the re-landscaping costs to put things right:

- **Fire** (including smoke damage resulting from **fire**), explosion, lightning or earthquake.
- Being hit by:
 - aircraft or other flying objects, or something falling from them; or
 - vehicles or animals.
- Theft or attempted theft.
- Malicious people, vandals, riot, civil unrest, strikes, or labour or political disturbances.

Food in freezers

We'll pay to replace food stored in **your home** freezer which has been damaged by an accidental change in temperature or contaminated by freezing agents.

It isn't 'accidental' if the power goes off because the supplier deliberately turns it off or their employees take strike action.

Contents section

Domestic heating fuel and metered water

We'll pay for loss of **your home** heating fuel or metered water that accidentally leaks or get stolen.

Emergency access

We'll pay for loss or damage to **contents** caused by someone accessing **your home** to deal with a medical emergency, or to prevent damage to the **home**. There's no **excess** to pay.

Household removals

If a professional remover is moving your contents from the home to your new permanent home, we'll cover theft of or accidental damage to your contents (except personal money, jewellery, watches or items of gold) happening during the move (and for up to 7 days afterwards while in temporary storage) within the British Isles.

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.

Occupiers, employers, personal and tenants Liability

These covers are standard with **your** Contents cover. Details of the cover and the exclusions are shown in the **Your** legal liabilities section of this booklet.

Fatal injury benefit

We will pay the fatal injury benefit if **you** are injured at **your home** by **fire**, explosion, lightning or an intruder and, as a direct result of that injury, die within 3 months. There's no **excess** to pay.

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*.

Contents matching items

This section only applies when shown on your schedule.

This cover applies to the **Contents, 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 section – what’s not covered?

- Anything shown in the General exclusions.
- The relevant **excess** shown on **your** schedule (unless **we** tell **you** in any part that an **excess** doesn’t apply).
- Loss or damage caused by water escaping due to faulty, failed, inadequate or lack of grout or sealant.
- Loss or damage as described below when **your home** has been left **unoccupied** for more than the period shown on **your** schedule:
 - (a) Loss or damage caused by
 - malicious people or vandals;
 - water escaping from a fixed domestic heating or plumbing system, plumbed -in home appliance or water tank;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
 - (b) Loss or damage of any kind to **contents** in the **garden**.
- Chewing, scratching, tearing or fouling by domestic animals.
- Theft, attempted theft, malicious damage or vandalism by paying guests, tenants or **you**.
- Theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing it over or ‘buys’ it without making a proper payment). This doesn’t apply where they only use deception to get into **your home** to steal property.
- Theft of the following items unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception:
 - a. **personal money**;
 - b. **contents** (including **personal money**) if **you** live in a non-self-contained flat.
- Theft if **you** live in a self-contained flat and the theft is from any other part of the building that other people have access to (e.g. if **you** leave something in the corridor outside **your** flat).
- Theft of pedal cycles from the **garden** unless securely locked to an object that can’t be moved.
- For **contents** temporarily removed from the **home** **we** won’t cover:
 - theft, unless someone has broken into or out of a building by using force and violence or deception to get in;
 - items removed for sale or exhibition;
 - **storm** or flood damage to **contents** not in a building.
- Damage caused by riverbank and coastal erosion.
- **Contents** which are insured by any other policy.

Contents section – optional covers

These covers only apply if shown on **your** schedule.

Please see **your** schedule to check any limits applying to **your** cover.

Accidental damage to non-portable home entertainment equipment, mirrors and glass

What's covered?

We will pay for **accidental damage** which isn't covered by the Contents section:

1. happening in the **home** to:
 - mirrors, glass tops or fixed glass in furniture and ceramic glass in cooker hobs;
 - any of the following things if they are not designed to be portable: television sets (including digital and satellite receivers), DVD recorders and players, games consoles, home computers and audio equipment;

An item is 'portable' if it can be used away from the **home** on battery or solar power. Cover for these items is available under 'Extra accidental damage', or under 'Personal belongings' (this gives our widest cover both in and away from **home**).

2. to receiving aerials, dishes and CCTV cameras fixed to the **home**.

What's not covered?

- Anything shown in 'Contents section - what's not covered' or shown in the General exclusions.
- Chewing, scratching, tearing or fouling by domestic animals.

Extra accidental damage to contents

What is covered?

All other **accidental damage** to **contents** which happens in **your home** which isn't covered by the Contents section or by Accidental damage to non-portable home entertainment equipment, mirrors and glass.

What's not covered?

- Anything shown in 'Contents section - what's not covered' or shown in the General exclusions.
- Chewing, scratching, tearing or fouling by domestic animals.
- Food, clothing, stamps and pedal cycles
- Damage caused by:
 - moths, vermin, insects, fungus, damp, rust, wet or dry rot or weather conditions;
 - water entering from the outside of **your home** which was not as a result of a **storm** or flooding (from overflow of external water sources such as rivers, lakes and the sea).
 - the process of cleaning, washing, repairing or restoring any item.
- Loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.
- Any loss that is not the direct result of the insured incident itself.

Contents conditions

1. *The sum insured*

Your **contents** sums insured (as explained below) must be high enough to replace the relevant property 'as new' (apart from clothing and linen, where a deduction may be made for wear and tear and loss in value).

- Your overall **contents** sum insured must be enough to replace all **your contents** and unspecified **valuables** in **your home**.
- Your unspecified **valuables** sum insured (which is part of your overall **contents** sum insured) must be high enough to replace all **your valuables** which are worth less than the **valuables** single article limit.
- Other **valuables** (those worth more than the single article limit) must be specified and insured for their full replacement value. The value of specified items doesn't need to be included in your **contents** sum insured as they are payable in addition.

When working out what **contents** sum insured **you need you** don't have to include items **you've** insured under the Personal belongings section as these items are already covered at **your home**.

If at the time of a loss **your** sum(s) insured are too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. *Settling claims (except liability)*

We can choose to settle **your** claim by repairing, giving **you** an equivalent replacement (for mobile phones this includes providing a refurbished model)

or making a payment. Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number.

If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

What we will pay

We'll pay up to the sum(s) insured and cover limits for each incident (unless **we** tell **you** otherwise). **You** can find the sum(s) insured and limits on **your** schedule.

We won't reduce the sum(s) insured by the amount paid under any claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

How we deal with pairs, sets and suites

If you have chosen Premier as your cover level, Contents matching items cover is included as standard, please see the terms and condition of this cover as they replace the standard terms shown below.

When **we** settle **your** claim, **we'll** pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

Proof of value and ownership

When **you** make a claim, it is **your** responsibility to prove any loss. To help with **your** claim **we** recommend **you**

Contents conditions

keep receipts, valuations, photographs, instruction booklets and guarantee cards.

3. *Settling liability claims*

For any incident (or series of related incidents) involving legal liability covered under the Contents section **we** will try to negotiate with the person claiming against **you** to settle **your** claim for the lowest amount. In any event the most **we**'ll pay is the relevant limit shown on **your** schedule. For claims under Occupiers, Personal and Employers liability **we** will also cover any costs and expenses **we** have agreed to pay.

Personal belongings

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

Please see **your** schedule to check any limits applying to **your** cover.

What is covered?

1. *Personal belongings*

Loss of or damage to **personal belongings** (as detailed on **your** schedule) which happens at **your home** or anywhere else in the world.

Where **your** schedule shows **you** have cover for pedal cycles this includes their parts, spares and accessories

4. *No-claim discount*

If **you** make a claim under the Contents section (including any Contents optional covers) or the Personal belongings section **we** will reduce **your contents** no-claim discount at the renewal date of **your** policy unless your discount is protected because you have bought Contents Protected No Claim discount.

If **you** don't claim **we** will increase **your contents** no claim discount at renewal until **you** reach **our** maximum of 5 years.

See also the General conditions section.

2. *Credit and debit cards*

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

Money **you** lose and can't recover as a result of somebody misusing **your** debit or credit card after it was lost or stolen. **We** will also cover any costs, **we** have agreed to in writing, incurred before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

You can only claim under this cover if:

- the card is solely used for social, domestic or charitable purposes;
- you tell the card issuing company that the card is missing within 24 hours of discovering it.

No **excess** applies to this cover.

Personal belongings

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 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.

What's not covered?

- Anything shown in the General exclusions.
- The relevant Contents **excess** shown on **your** schedule.
- Theft of **personal belongings** from an unattended vehicle unless the property was inside a concealed luggage compartment or closed glove compartment of a locked vehicle which has been broken into by using force and violence.
- Theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing it over or 'buys' it without making a proper payment). This doesn't apply where they only use deception to get into **your home** to steal property.

- Theft, attempted theft, malicious damage or vandalism by paying guests, tenants or **you**.
- Loss or damage caused by:
 - moths, vermin, insects, fungus, damp, rust, wet or dry rot and weather conditions;
 - the process of cleaning, washing, repairing or restoring any item.
- Confiscation or detention by Customs or other officials.
- If **your** schedule shows **you** have cover for pedal cycles they won't be covered for theft unless:
 - in **your** immediate custody and control; or
 - securely locked to an object that can't be moved; or
 - locked inside a concealed boot or concealed luggage compartment of a locked vehicle which has been broken into by using force and violence; or
 - in a locked building.
- Pedal cycles which are electrically assisted.
- Any loss or damage covered by another policy.

Personal belongings conditions

1. The sum insured

You must insure **your** items for 'full value'. This means **your** sum(s) insured must be worked out on the following basis:

- For specified **personal belongings** it must be high enough to replace the item 'as new'.
- For **pedal cycles** it must be high enough to replace **your** most expensive cycle 'as new'.
- For unspecified **personal belongings** it must be high enough to replace all the belongings **you** are likely to take away from **your home** at any one time 'as new'.

If at the time of a loss **your** sum(s) insured are too low **we** won't settle **your** claim on an 'as new' basis and will reduce any claim payment to reflect wear and tear.

2. Settling claims

We can choose to settle **your** claim by repairing, giving **you** an equivalent replacement (for mobile phones this includes providing a refurbished model) or making a payment. Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number. If **we** are able to repair or replace **your** property but agree to settle using cash or a voucher **we** will only pay **you** what it would have cost **us** to repair or replace it.

What we will pay

We'll pay up to the sum(s) insured and cover limits for each incident (unless **we** tell **you** otherwise). **You** can find the sum(s) insured

and limits on **your** policy schedule

We won't reduce the sum(s) insured by the amount paid under any claim. However, if **you** claim for loss/theft of a specified item and **you** don't replace the item **you** should arrange for it to be removed from **your** policy, so **you** don't pay for cover **you** don't need.

How we deal with pairs, sets and suites

If you have chosen Premier as your cover level, Contents matching items cover is included as standard, please see the terms and condition of this cover as they replace the standard terms shown below.

When **we** settle **your** claim, **we'll** pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which have been lost or damaged but not for undamaged companion pieces or parts.

Proof of value and ownership

When **you** make a claim, it is **your** responsibility to prove any loss. **We** therefore recommend **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help **us** settle **your** claim.

3. No-claim discount

If **you** make a claim under the Contents section (including any Contents optional covers) or the Personal belongings section **we** will reduce **your contents** no-claim discount at the renewal date of **your** policy unless your discount is protected because you have bought Contents Protected No Claim discount.

If **you** don't claim **we** will increase **your contents** no-claim discount at renewal until **you** reach **our** maximum of 5 years.

See also the General conditions section.

Your legal liabilities section

Please read this section carefully in conjunction with **your** policy schedule to understand which parts of the cover apply to **you**. Please see **your** schedule to check the limits applying to **your** cover.

What's covered?

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

which happens during the period of insurance in the United Kingdom, the Channel Islands and the Isle of Man (or another country which **you** are temporarily visiting) where **your** responsibility arises as shown below:

| Where you are legally liable: | What is covered? | Does this cover apply to me? |
|--------------------------------------|---|---|
| 1. as owner | <p>Your Liability to the public</p> <p>Your liability as owner (not as occupier) of the home (including the land belonging to it). Cover includes claims made against you, under Section 3 of the Defective Premises Act 1972 (or the defective Premises Northern Ireland Order 1975) for any former property owned and insured under this policy, for accidents happening during the period of insurance or up to seven years afterwards, provided they are not covered by any other insurance.</p> | Yes, if your policy covers Buildings |
| 2. as occupier | <p>Occupiers Liability</p> <p>Your liability as occupier (not as owner) of the home, including the land belonging to it.</p> | Yes, if your policy covers Contents |
| 3. in a personal capacity | <p>Personal Liability</p> <p>Your liability in a personal capacity (not as owner or occupier of any building, land or fixed property). This includes accidents from your leisure activities such as golf or cycling.</p> | |
| 4. as employer | <p>Employers Liability</p> <p>Your liability as employer of a domestic employee such as a cleaner or gardener where the accident happens from, or in the course of their domestic employment with you.</p> | |

No **excess** applies for claims under 1-4 above.

Your legal liabilities section

Important note

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

If **you** own the **home** and also live in it (e.g. **your** main home or **your** holiday home), any liability arising as occupier is not included with Buildings cover, but this is provided if **you** take Contents cover.

If you own the **home** but don't live in it (e.g. if you are a landlord) liability arising from **you** owning the **home** is provided if **you** have chosen Buildings cover.

What's not covered?

We won't cover liability in connection with:

- a. any employee for anything which happens from, and in the course of their employment with **you** (except as shown under 4. Employers Liability, where this cover applies);
- b. boats, boards and craft designed to be used on or in water, caravans, drones or aircraft except:
 - watercraft that are only propelled by oars or paddles;
 - pedestrian-controlled toys or models (this does not include drones);

- c. any trade, business or profession (except as landlord of the **home**);
- d. passing on of an infectious disease or virus;
- e. any **motorised vehicle**;
- f. loss of or damage to property belonging to **you** or in **your** care or control;
- g. any agreement unless **you** would still have been legally liable without that agreement;
- h. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later legislation;
- i. dogs when you are outside the boundaries of the land belonging to the home;
- j. you owning, keeping or using any horses, ponies, donkeys or mules;
- k. bodily injury or illness to **you**;
- l. bodily injury or illness to you;
- m. anything shown in the General exclusions

Where a claim relates to **your** employment of a **domestic employee** exclusions (a) to (d) will not apply and exclusion (e) will not apply unless protection is needed under any of the Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Your legal liabilities section

Added benefit if you are renting your home

What's covered?

Tenant's Liability

Your legal liability as tenant for:

- a. loss of or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord while at the **home** by anything shown in the Contents Section paragraphs 1-8
- b. **accidental damage** to:
 - fixed glass forming part of the **buildings** and sanitary fittings installed in the **home**.

- cables, pipes, septic tanks and drain inspection covers which serve the **home**.

What isn't covered?:

- Loss or damage caused by building work which involves alterations, renovations, extensions or repairs.
- Anything shown in Contents 'What isn't covered?' or in the General exclusions

Legal services

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

How to get assistance – Call us first to get help and advice on 0345 030 6902.

| | | |
|----|---|---|
| 1. | <p>For confidential legal advice call 0345 030 6902.</p> <p>Our legal helpline is available 24 hours a day, 365 days a year</p> <p>Please have your policy number ready</p> | <p>This cover is to help you and your family, to pursue or defend legal claims. The issues we may be able to help with are described in the Your cover and insured events section.</p> <p>As soon as you become aware of an issue, please call the 24 hour helpline on 0345 030 6902 and we will ensure you are provided with help and advice on a private legal matter for you or a member of your household, and you can call for advice as many times as you need to. It is important that you tell us about a dispute as soon as possible after it happens as this may improve your chances of winning the case (known as prospects of success).</p> |
| 2. | <p>We'll discuss the issue with you and help you understand your options</p> | <p>We'll help you understand what your legal rights are, what course of action is available to you, if that action can be taken by you or whether you need to consult with a lawyer. We will also advise you if your issue could be covered under this Legal Services Insurance.</p> |
| 3. | <p>If your issue is covered under this policy we'll provide you with a lawyer</p> | <p>If your claim is accepted we will provide you with a lawyer who specialises in the law relating to your claim. You do not have to find your own lawyer as we have access to a range of leading expert lawyers waiting to help you.</p> |
| 4. | <p>You will be asked to provide evidence</p> | <p>Should you wish to pursue a claim the lawyer will need you to provide as much information as possible to support your case. This could include: copy of contracts, witness details, correspondence with anyone regarding your claim etc. You are responsible for providing evidence to support your case at your own cost.</p> |
| 5. | <p>The lawyer will assess your case to determine your chances of winning</p> | <p>The lawyer will first assess how likely you are to win your case. We call this 'prospects of success', and we explain this in more detail in the Further information section. The lawyer who is acting for you decides this.</p> <p>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.</p> |

Legal services

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

Legal services – Your cover and insured events

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

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

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

If **you** would like some more information about claims go to <https://www.quotemehappy.com/home-insurance/legal-services> or call **0345 030 6902**.

Legal services – Your cover and insured events

| Insured Event | What is covered | Common examples of disputes | What is not covered |
|----------------------------|---|---|--|
| Employment disputes | <ul style="list-style-type: none"> • 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. | <ul style="list-style-type: none"> • 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. | <ul style="list-style-type: none"> • Any disciplinary or grievance procedures at work. • Disputes with your employer which commenced before or within the first 30 days of this cover starting unless you had a similar policy which finished immediately before this cover began. • Negotiating with your employer the terms of a settlement agreement. |



Employment disputes

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 6902** for assistance.

Legal services – Your cover and insured events

| Insured Event | What is covered | Common examples of disputes | What is not covered |
|---------------------------------|---|---|---|
| <p>Property disputes</p> | <p>The property disputes section covers your main home and, for this section only, includes any other homes you own or rent.</p> <ul style="list-style-type: none"> • 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. | <ul style="list-style-type: none"> • Rights of way disputes especially over shared driveways. • Noise and other nuisance disputes e.g. tree root encroachment. • Interference with drains or sewers by building work. • Where a neighbour's overgrowing ivy or leylandii damages your home. • Boundary disputes regarding building work or fences. | <ul style="list-style-type: none"> • A claim relating to planning including town and country planning legislation. • You will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between you as the landlord and a tenant of any home you own. • A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to your home. |
| <p>Consumer disputes</p> | <ul style="list-style-type: none"> • A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for your business use. | <ul style="list-style-type: none"> • 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. | <ul style="list-style-type: none"> • Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section. |

Legal services – Your cover and insured events

| Insured Event | What is covered | Common examples of disputes | What is not covered |
|--|--|---|---|
| Personal Injury disputes | <ul style="list-style-type: none"> A claim following an incident that causes death or injury to you. | <ul style="list-style-type: none"> Trips or slips whilst at work or in a shop. Operating machinery which is faulty or you are not properly trained to use. Injuries following an assault. Passengers being injured in cars or on buses. Food poisoning. Being knocked off a bike by a motorist. | <ul style="list-style-type: none"> 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. |
| Medical or Cosmetic procedure negligence disputes | <ul style="list-style-type: none"> Claims relating to medical or cosmetic procedure negligence which causes death or injury to you. Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section. <p>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.</p> | <ul style="list-style-type: none"> 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. Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section. | |



Medical or Cosmetic Procedure Negligence

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

Legal services – Questions and answers

Who is covered under this policy?

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

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

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

Who will answer my call and handle my case?

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

Is my call confidential?

We will give **you** and members of **your** household confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands. Please note that for **our** joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and we want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary Arc will appoint a **lawyer** from one of their

approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust that has extensive experience in the area of law relevant to **your** claim
- the firm of solicitors will have passed Arc's vetting process and proved themselves to be able to work to high quality standards
- in cases where **you** may be due compensation from another party, **you** will keep 100% of the compensation awarded and recovered to **you**
- the **lawyer** charges competitive legal fees which mean the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.

If **you** do choose to use another **lawyer** it is important **you** are aware that both **we** and Arc cannot ensure the **lawyer** acting for **you** will be suitably competent to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not approved by Arc may also require **you** to pay them a percentage of **your** compensation.

This cover is intended to provide **you** with a **lawyer** from our panel. If **you** opt to choose **your own lawyer**, rather than one from **our** approved firms, there may be limits to the costs **we** can cover. For example, the most **we** will pay in **costs and expenses** is no more than the amount we would have paid our appointed **lawyer**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. See the section 'Freedom to choose **your lawyer**' for further terms and conditions.

Legal services – Questions and answers

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

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

Who is the policy underwritten by?

Legal Services is underwritten by Aviva Insurance Limited.

Legal Services

In addition to the Words with special meanings section, 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.

Legal services – Further information

Assessing your case, including ‘Prospects of success’ and ‘Proportionality’

1. The lawyer’s assessment

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

- a. recover damages or obtain any other legal remedy which **we** have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or
- b. be successful in defending a claim made against **you**, or
- c. make a successful appeal or defence of an appeal

then **your** case will be considered by the **lawyer** to have reasonable ‘prospects of success’ (this means how likely **you** are to win **your** case). In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued

compared with the estimated costs to pursue **your** case), and:

- a. Has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.
- b. Will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

Legal services – Further information

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

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

then **we** will not pay any further **costs and expenses** towards it.

If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue. Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

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

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

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

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

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the Complaints procedure section.

Legal services – Conditions and Exclusions

In addition to the specific Legal Services conditions and exclusions shown below, all of the **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS** sections also apply to this cover except for:

- The **GENERAL EXCLUSION** headed 'Terrorism'
- the **GENERAL CONDITIONS** under the following headings:
 - Your duty to prevent loss or damage
 - Claims
 - Index linking (if present in **your** policy booklet)

1. We will not pay for:

- a. any claim **we** reasonably believe **you** knew was likely to happen when **you** took out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim;
 - b. claims where **you** do not keep to the terms, exclusions and conditions of this cover;
 - c. **costs and expenses** which are incurred prior to **our** written agreement and authorisation;
 - d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on **your schedule**; **You** can only make one claim for all disputes arising from the same incident.
- e. any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**;
 - f. any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
 - g. any issue leading to a claim which was deliberately or intentionally caused by **you**;
 - h. a dispute between **you** and someone related to **you** or who is insured under this policy;
 - i. any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
 - j. any claim in respect of libel and slander;
 - k. an application for judicial review;
 - l. disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim;
 - m. disputes between **you** and **us** or Arc where the dispute relates to this cover;
 - n. any claim relating to compulsory purchase or to major works where the effect is not specific to **your home** but is more widespread e.g. work on roads, railways and airports;
 - o. where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United

Legal services – Conditions and Exclusions

Kingdom or the Channel Islands or the Isle of Man;

- p. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- q. any test case unless:
 - (i) the case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **our lawyer** agrees that the case is more likely than not to be successful. When a court 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.

2. Claims

a. Freedom to choose **your lawyer**

- (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist **lawyer**, **you** are free to choose **your own lawyer** by sending **us** their name and address
- (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment
- (iii) **We** will only pay **costs and expenses** up to the amount **we** would have paid our appointed **lawyer**. This amount is currently

£100 per hour and can vary from time to time at **our** discretion.

These terms could mean you may be liable for additional funding which your **own lawyer** should explain to you along with the relevant information contained in the terms of appointment

- (iv) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.
- b. **Our** rights and **your** obligations
 - (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your** claim.
 - (ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
 - (iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.
 - (iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
 - (v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs and expenses**.
 - (vi) No agreement to settle on the basis of both sides paying their

Legal services – Conditions and Exclusions

own costs is to be made without **our** prior approval.

c. **Our** rights to stop **your** claim

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

- (i) settle a claim or withdraw a claim without **our** prior agreement, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

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

3. Recovery of costs

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

4. Disputes about the way your claim has been handled

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in the Complaints 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 'What can I do if I do not agree with the **lawyer's** opinion?' in the Further Information section.

Home emergency

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

The contract of insurance

This is a contract of insurance between **you** and **us**. It must be read in conjunction with **your policy documents**. Unless specified, the terms of the **policy documents** will apply.

Explaining the parties involved in this cover

- Home emergency cover is provided by Aviva Insurance Limited.
- Claims are administered by HomeServe Membership Limited, registered in England No 2770612. Registered office: Cable Drive, Walsall, WS2 7BN.

What is this cover?

Home emergency cover provides **you** with assistance for a sudden and unforeseen event such as:

- The breakdown of **your** main heating system,
- A leak in **your** natural gas supply pipe,
- Leaking or blocked pipes, drains, or toilets,
- Blocked or collapsed drains,
- Failure of the electrical wiring within the property,
- Damage to roofing and external windows or doors,
- Repair or replacement of locks and lost keys to secure **your property**, and
- Treatment of rats, mice, wasps or hornets' nests on **your property**.

Hotel accommodation

If **your property** cannot be lived in as a result of a claim under this **policy**, **we** will pay up to an additional £1,000 for **your** hotel room and transport costs.

Eligibility

This cover is for homeowners and/or residents who are responsible for paying for repairs to the **property** they live in. It is not for properties solely intended for business use, or mobile homes. The **property** must be located within the United Kingdom (excluding [Northern Ireland,] the Isle of Man and the Channel Islands). **Your** main heating system must either be fired by natural gas, oil or consist of electrical panel heaters.

Claims limit

Up to £1,000 per claim for the cost of labour, parts and materials (including VAT). The only exception is for boilers and electric heaters which **we** deem to be beyond economical repair in which case **we** will contribute £500 towards a replacement.

There is no limit to the number of claims that can be made under this cover.

Home emergency

How to get help

To make a claim for an emergency, call **us** on 0345 030 6902. **We're** open 24 hours a day, 365 days a year.



If **your** incident is an emergency (including internal leaks which cannot be controlled, **you** are totally without electricity or **your property** is unsafe), **your** claim will be given priority, otherwise an appointment will be made.



This **policy** does not provide cover for maintenance related issues such as; sludge, scale or rust build up in **your** heating system, power flushes, dripping taps or routine electrical tasks such as, replacing light bulbs or adjusting timers.

Home emergency – Words with special meanings

In addition to the Words with special meanings section at the front of this booklet, wherever the following words appear in bold in this section they will have the meanings as set out below:

Engineer

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

Policy

Your home emergency cover as set out in this section and **your** current schedule.

Property

Your house, flat, any attached outbuilding (for example, a garage or lean-to shed) and the land within the boundary of your property.

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

We will not cover:

- any communal or service duct areas, and
- detached garages, sheds, greenhouses and non-permanent structures.

We/Us/Our

Aviva Insurance Limited and/or HomeServe Membership Limited on behalf of Aviva.

You/Your

The owner of the **property** who is named on the schedule and any person authorised to be in the **property** at the time of the emergency/ incident.

Main heating system

Beyond Economical Repair

On assessment of **your** main heating system, **our engineer** may declare it to be 'beyond economical repair'. This means that the total cost of parts (including VAT) required to repair **your** main heating system exceeds 85% of the manufacturer's current retail price of a replacement, or if this is not available, a similar make and model.

We will also declare the main heating system as 'beyond economical repair' if **we** are unable to obtain the required manufacturer's spare parts from reputable suppliers within 28 days.

If **we** declare **your** main heating system as beyond economical repair, **we** will contribute £500 towards a replacement.

You will be responsible for arranging the replacement.

You will then have the choice to continue with the cover for **your** new boiler or heater(s) as long as it is not excluded under the '**What is not covered**' sections or the **Home emergency general exclusions** section of this **policy**, or **you** can cancel this **policy** following the procedure outlined under the **General conditions** section.

Temporary Heaters

If **you** have no source of heating, two temporary electrical heaters will be delivered to **your property**, in the event that **we** are unable to attend within the same day or next day of **your** claim being raised. The heaters need not be returned to **us**. The running costs of the heaters are not covered.

Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.

Electric panel heaters

What is covered

- Breakdown of electrical storage and/or panel heater(s) provided they are permanently wired into **your** domestic electricity supply,
- Repair/replacement of permanent wiring to the electrical storage and/or panel heater(s), and
- Repair/replacement of timers and temperature controls where required to restore the electricity supply.

Work will be done by an approved **engineer**.

What is not covered

- Anything set out in the **home emergency general exclusions** section,
- Warm air, convection and fan convector heating systems,
- Repair or replacement of, water tanks, hot water cylinders and expansion tanks,
- Separate heaters providing hot water, such as immersion heaters,
- Adjustment or resetting of timing and temperature controls,
- Other appliances such as cookers and fires,
- Energy management systems, Electrotech and Smarheat systems and wet systems, and
- Heated towel rails, infrared heaters, electric fires, skirting or kick space floor heaters.

Gas central heating



If **you** think **you** have a gas leak **you** MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will need to visit **your property** and isolate the leak before **we** can provide any assistance.

What is covered

- Breakdown of the natural gas boiler and/or central heating system,
- Isolating and draining of a leaking water tank, water cylinder or expansion tank,
- Isolating and draining of a leaking radiator(s),
- Repair/replacement of a leaking internal gas supply pipe, and
- Repair/replacement of a gas supply hose connecting to a gas cooker.

What is not covered

- Anything set out in the **home emergency general exclusions** section
- Dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating),
- Warm air, convection and fan convector heating systems,
- Repair or replacement of water tanks, hot water cylinders and expansion tanks,
- Separate heaters providing hot water, such as immersion heaters,
- Adjustment or resetting of timing and temperature controls,

- Underfloor heating,
- Other appliances such as cookers and fires except gas fires forming part of the back boiler,
- Combination cylinders, Elson tanks, thermal storage units (e.g. Gledhill Boilermate) or their controls,
- Repair or Replacement of a boiler with an output of more than 70kw, or where there is more than one boiler in the **property**,
- Combined heat and power systems,
- Items not forming part of the boiler or system or both, e.g. water pumps installed separately,
- External gas supply pipe (it is the responsibility of the National Grid),
- Sections of the gas supply pipe that are outside the **property** or inside any outbuilding on the **property**, and
- Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, **our** choice of part will be fitted.

Oil-fired central heating

What is covered

- Breakdown of the oil-fired boiler and/or central heating system,
- Isolating and draining of a leaking water tank, water cylinder or expansion tank, and
- Isolating and draining of a leaking radiator(s).

Work will be done by an oil specialist **engineer**.

What is not covered

- Anything set out in the **home emergency general exclusions** section
- Dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating),
- Warm air, convection and fan convector heating systems,
- Repair or replacement of, water tanks, hot water cylinders and expansion tanks,
- Separate heaters providing hot water, such as immersion heaters,

- Adjustment or resetting of timing and temperature controls,
- Underfloor heating,
- Other appliances such as cookers and fires,
- Plastic or metal oil tanks and their associated pipework and contents,
- Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, **our** choice of part will be fitted,
- Breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel,
- Repair or replacement of the water jacket or heat exchanger, if these are the cause of the breakdown then **your** boiler will be declared beyond economic repair,
- Flues, except balanced flues that are integral to the boiler, and
- Items not forming part of the boiler or system or both, e.g. water pumps installed separately.

Pests and Security

What is covered

- Treatment of pests such as rats, mice, wasp or hornets' nests on the property,
- Use of tarpaulin to protect the property in the event of damaged roofing,
- Boarding up of a broken window or door to secure the property,
- Replacement of locks and keys where the key needed to secure the property is lost or stolen (and you do not have another set), and
- Repair broken locks for external windows and doors, to secure the property.

What is not covered

- Anything set out in the **home emergency general exclusions** section
- Replacement of garage doors,
- Repair or replacement of the electrical unit powering a garage door,
- Doors and windows that do not secure the **property**, such as internal doors,
- Removal or treatment of rats or mice from the garden,
- Pest infestations where **you** have not followed **our** previous recommendations on how to avoid such problems, and
- Any damage caused by pest(s), unless such damage is covered under the **policy**.

Electrical emergency

What is covered

- Breakdown of a fuse box,
- Lost power to a circuit, and
- Permanent damage to the domestic electrical wiring caused by a power cut.



“Domestic electrical wiring” refers to the permanent 240-volt electrical supply system within **your property**, beyond (but not including) the electricity company’s supply meter, and supplying electrical power including fuse boxes.

What is not covered (also see Home Emergency Cover General exclusions)

- Appliances with plugs e.g. washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch,
- Permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems,
- Repair or replacement of wall sockets, switches and light bulb sockets,
- The shower unit or immersion heater unit,
- Portable or fixed electrical heating systems or energy efficiency management systems,
- Repair or replace wiring encased in rubber or lead,
- Resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do, and
- Any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671:2008 - Requirements for Electrical Installations (incorporating amendment 3:2015).

Plumbing and Internal drainage

What is covered

- Blocked or leaking toilet,
- Leaking pipes or joints,
- Leaking internal stop-tap,
- Isolating and draining of a leaking water tank, water cylinder or expansion tank,
- Leaking soil vent pipes,
- Blocked waste pipes, and
- Blocked drains resulting in all sinks being blocked.

What is not covered (also see Home Emergency Cover General exclusions)

- Water supply pipe,
- Domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers,

- Replacement of water tanks, hot water cylinders, expansion tanks and sanitary ware (e.g. basins and toilet bowls),
- Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, **our** choice of parts will be fitted,
- Showers including the shower unit, controls, outlet or shower head,
- Frozen pipes that have not caused a permanent blockage,
- Smells and noises from pipework or drains, and
- Leaking overflow pipes.

This **policy** does not provide cover for the fresh water supply pipe that connects **your property** to the mains water supply.

External drainage

What is covered

- Unblocking of external drains within the boundary of the **property**, and
- Repair collapsed external drains provided they are not beneath any buildings.

The **engineer** will leave the ground level after refilling any hole the **engineer** has to dig.

This **policy** does not provide cover for external drains that **you** do not have sole responsibility for (including shared drains within **your property**) or if **your property** is a flat.

What is not covered (also see Home Emergency Cover General exclusions)

- Frozen pipes that have not caused permanent blockage,
- External guttering, rainwater downpipes, rainwater drains and soakaways,
- Drain clearance if the design of **your** drainage system does not allow access by **our engineers** (e.g. via a manhole), and
- Like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Home emergency general conditions

Parking restrictions

When making a claim, **you** will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to **your property**. Where no parking is available, this may affect **your** claim being dealt with promptly.

Creating access

Upon arrival at **your property**, the **engineer** will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the **engineer** will need to create access. If **you** want the **engineer** to do this, **you** will be asked to

confirm it in writing while the **engineer** is at **your property**. Unless stated in the 'What is covered' sub-sections, this **policy** does not provide **you** with cover for any damage which may be caused to the **property**, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of the **engineer's** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to progress **your** claim until **you** have arranged for access to be made.

Repairs and parts guarantee

Under this **policy**, the workmanship and any part(s) supplied and used by **us** to solve the problem will be guaranteed for a period of twelve months from the date the

Home emergency general conditions

work is carried out. **Your** statutory rights are not affected.

Maintenance

It is **your** responsibility to ensure that normal day-to-day maintenance is undertaken, and that the **property** is in good condition.

HomeServe when carrying out a repair may diagnose that essential maintenance work is required to prevent future breakdown or blockages. For example:

- Where there is a build-up of sludge/scale/rust resulting in **your** boiler and/or central heating system needing cleaning, or
- Realigning a blocked drain to avoid a recurrence of the problem.

We will not be able to cover any future emergencies relating to such essential maintenance until it is carried out.



In addition to the conditions set out in this section, the general conditions of the **policy documents** also apply.

Home emergency general exclusions

- A. Any event, loss or damage arising from circumstances known to **you** before **your policy** start date.
- B. Any event, loss or damage relating to elements **you** are not wholly responsible for, such as communal areas or service ducts.
- C. Any costs/activities in excess of the claims limit or any other limit specified in the 'What is covered' sub-sections. **You** are responsible for agreeing and settling these costs directly with HomeServe Membership Limited.
- D. Cosmetic damage.
- E. Any losses caused by any delays in getting spare parts.
- F. Any associated expenses or losses **you** incur which are not directly covered by this **policy**.
- G. Systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall.
- H. Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.
- I. Loss or damage related to:
 - a. Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
 - b. Water softeners,
 - c. Waste disposal units and macerators,
 - d. Air conditioning units,
 - e. Unvented hot water cylinders or their controls,

Home emergency general exclusions

- f. Cesspits, septic tanks and any outflow pipes,
 - g. Vacuum drainage systems,
 - h. Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps,
 - i. Ground, air and water source heat pump systems, or
 - j. Power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time).
- J. Normal day-to-day maintenance of the items covered by **your policy** at **your property**, for which **you** are responsible.
- K. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present or repairs which put the health and safety of our **engineers** at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place.
- L. Loss arising from subsidence, heave of the site or landslip caused by:
- a. Bedding down of new structures,
 - b. Demolition or structural repairs or alterations to the **property**,
 - c. Faulty workmanship or the use of defective materials, or
 - d. River or coastal erosion.
- M. Indirect costs, loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood.
- N. Investigative work where the incident that caused **you** to claim has already been resolved.
- O. The costs of any work carried out by you or people not authorised by **us** in advance.
- P. Any parts not supplied and chosen by **us**. Subject to any applicable regulations, **our engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However, this part will not be guaranteed. **Our engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system.
- Q. Any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this **policy**, which does not comply with British Standards.



In addition to the Home emergency general exclusions set out in this section, the General exclusions section also applies

Home emergency – Important information

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** customer 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 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 **your** complaint is about how the **policy** was sold, please refer to the Complaints Procedure section.

If **your** complaint is about:

- the terms and conditions of **your policy**
- the decision made on **your** claim, or

- the settlement amount of **your** claim, or
- the way **your** claim was dealt with.

you can call HomeServe on 0345 030 6902. Or **you** can write to HomeServe at: HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN

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 visit their website at www.financial-ombudsman.org.uk

Whilst **we** are legally 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. If **your** complaint is about your quotemehappy.com Home Insurance policy, please refer to the Complaints Procedure section for details on how to make a complaint.

Financial Services Compensation Scheme

HomeServe are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if HomeServe cannot meet its obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website fscs.org.uk.

Home emergency – Important information

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 any claim made under this **policy**, 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.

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

Complaints procedure

What to do if you are unhappy

If **you** have a complaint about this insurance, please contact **us** at www.quotemehappy.com/not-happy

What will happen if you complain

If **your** complaint is not resolved quickly:

- **Your** complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review **your** complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.

- A written response will be sent to **you** within eight weeks of receiving your complaint, this will inform **you** of the results of the investigation or explain why this isn't possible.

Where **your** concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect **your** legal rights.

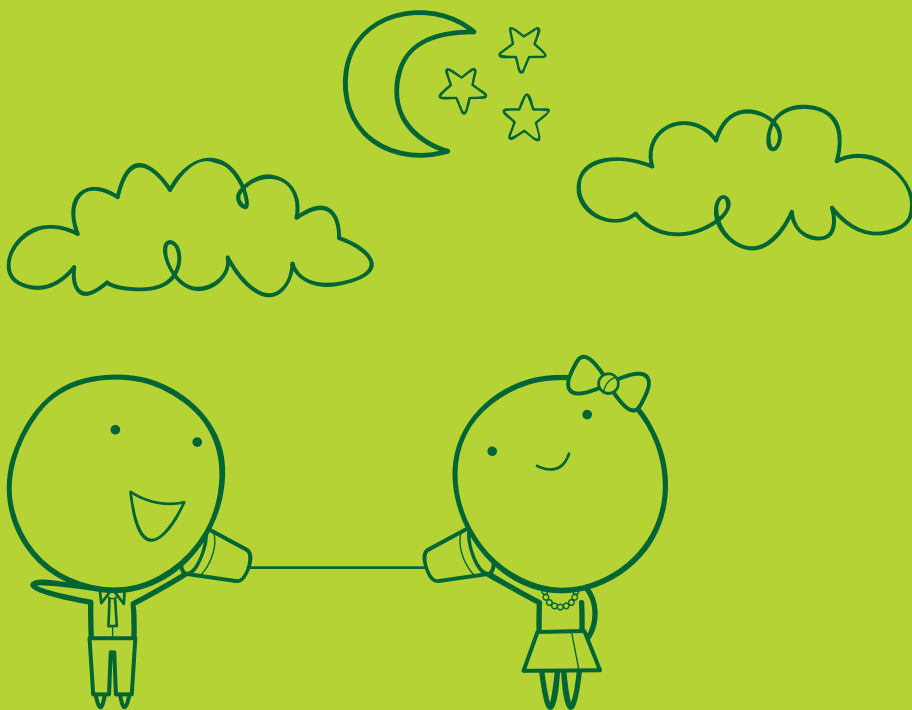
You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where **you** will find further information.

To find out more about us and the other things we do,
visit www.quotemehappy.com.

If you need to make a claim...

... call us straight away on 0345 030 6902.

For our joint protection, calls may be recorded or monitored.



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