

Insurance designed for your life

# Home Plus Policy





# Welcome to Home Plus

Thanks for choosing Home Plus insurance from Aviva.  
You can now enjoy the peace of mind knowing you're protected by  
the UK's largest insurer.

Helpful and important information .....	2	Definitions .....	8
Making a Claim .....	2	Buildings section.....	10
The right level of cover .....	3	Contents section .....	16
Complaints procedure .....	4	Personal Belongings section...	23
Important information about your policy wording.....	5	General Conditions .....	26
The Contract of Insurance and Changes we need to know about.....	7	General Exclusions .....	29

## Helpful and important information about your insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
  - tell us about changes which could affect your policy (see page 7)
  - make sure that your sums insured are high enough to cover the property to be insured (see pages 15, 22 and 24.)
  - take reasonable care of your property (see page 26).
- It is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

## Making a Claim – Contact Points

Should you need to make a claim under this policy, please call 0800 012345\*. Please quote your policy number when calling.

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

## The right level of cover Don't leave yourself short

### How much should you insure for?

It's up to you to make sure that the amount you insure for represents the full value of your property.

For Buildings, this means the full cost of rebuilding your property, including any outbuildings. You also need to think about any extra costs involved in rebuilding, such as demolition, architects' and surveyors' fees. And there could be additional costs in meeting the requirements of your local authority.

For Contents and Personal Belongings this means the full cost of replacing all the property at today's prices (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value).

It's important that you insure for the full amount as the sums insured are the maximum that we will pay in the event of a claim.

# Complaints procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly.

To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

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

## What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whatever suits you best, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you can write to the: Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS

If you are dissatisfied with our final decision (from the Chief Executive Officer) you can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

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

## Important information about your policy wording

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 8, unless otherwise shown for any policy section.

Please read this policy booklet together with **your schedule**. These set out the cover **you** have chosen, plus any limits that apply.

If any details are incorrect or if it does not provide the cover **you** need, please return the **schedule** immediately to **your** insurance adviser.

### Your cancellation rights

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

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

To exercise **your** right to cancel **your** policy please contact your insurance adviser.

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 booklet.

### Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact **your** insurance adviser.

## Important information about your policy wording continued

### Choice of law

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

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

### Use of language

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

### Financial Services Compensation Scheme

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

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



# The Contract of Insurance and Changes we need to know about

## The contract of insurance

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** household insurance policy booklet and optional covers booklet where applicable;
- information contained on **your** application and/or "Information Provided by You" document as issued by **us**;
- **your schedule**;
- any **clauses** endorsed on **your schedule**;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

In return for **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet during the **period of insurance**.

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

## Changes we need to know about

Please tell **your** insurance adviser immediately to let **us** know if there are any changes to the information set out in the application form and/or Statement of Fact or on **your schedule**, or any other changes in **your** circumstances which might affect **your** insurance, for example:

- the people to be insured;
- the **sums insured** are not adequate;
- **your home** is to be left **unoccupied** for more than 60 days in a row;
- criminal convictions or cautions of the people insured.

If **you** are in any doubt please contact **your** insurance adviser.

When **we** are notified of a change, **we** will tell **your** insurance adviser if this affects **your** insurance, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **we** are not told about a change it may affect any claim **you** make.

## Definitions

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

### Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

### British Isles

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

### Buildings

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

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

### Contents

Household items and personal belongings:

- that **you** own;
- that **you** are legally responsible for;
- that belong to domestic employees who live with **you**.

This includes **personal money** up to £500, and visitors' personal belongings up to £1000.

The definition of **contents** does not include:

- property insured by any other insurance policy;
- securities (stocks and shares) and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of **your home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature.

### Excess

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

### Home

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

### Motorised vehicle

Any electrically or mechanically powered vehicle other than:

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

### Period of insurance

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

### Personal money

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

### Road Traffic Acts

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

### Schedule

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

### Sum Insured

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

### Unfurnished

Does not contain enough furniture for normal living purposes.

### Unoccupied

Not lived in by **you** or by anyone who has **your** permission.

### Valuables

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

### We, Our, Us

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

### You, Your

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

## Buildings section

Your policy does not cover wear and tear. Please refer to Page 2 "Helpful and important information about your insurance" for more information.

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

### Exclusions applying to the buildings section

Anything set out in the **General Exclusions** on page 29.

**£60 excess** (but not for subsidence, heave and landslip, where the **excess** is £1,000, or Section A 5. where the **excess** is £250).

No **excess** applies to Sections E and G.

The following exclusions apply to all sections, except G.

*Loss of or damage to any appliance forming part of the **buildings** from that appliance failing to correctly recognise or respond to any date.*

*Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved.*

## Cover Section A

### The buildings

Loss of or damage to the **buildings** caused by any of the following.

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

### Exclusion applying to 1b

*Loss or damage that happens gradually.*

2. Storm or flood.

### Exclusions:

*Loss or damage by frost.*

*Loss of or damage to fences, gates and hedges.*

3. a. Riot, civil unrest, strikes, and labour or political disturbances.  
b. Malicious acts.

### Exclusions applying to 3b

*Loss or damage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

*Loss or damage caused by:*

- *you;*
- *paying guests or tenants.*

4. Being hit by:
  - a. aircraft or other flying objects, or anything falling from them;
  - b. vehicles or animals.
5. a. Water escaping from water tanks, pipes, equipment or fixed heating systems.
  - b. Water freezing in tanks, equipment or pipes.

### Exclusions

*Loss or damage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

*Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **home**.*

*Subsidence, heave or landslip caused by water escaping from the **home**.*

6. Oil leaking from a fixed heating system.

### Exclusion

*Loss or damage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

7. Theft or attempted theft.

### Exclusions

*Loss or damage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

*Loss or damage caused by:*

- **you**;
- *paying guests or tenants.*

8. Falling radio and television aerials and dishes, and their fittings and masts.
9. Subsidence or heave of the land that the **buildings** stand on, or landslip.

### Exclusions

*Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home**, unless **we** also accept a claim for subsidence, heave or landslip damage to the **home**.*

*Damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by subsidence, heave or landslip, unless **you** told **us** about this and **we** accepted it.*

*Damage resulting from the coast wearing away.*

*Damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.*

*Damage caused by normal settlement or shrinkage, or by recently placed infill materials moving.*

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

10. Falling trees or branches.

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

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

## Exclusions

Costs **you** have to pay for:

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

## Other expenses

If **we** accept a claim under Section A, **we** will also pay for the following.

- a. Architects' and surveyors' fees necessary for restoring the **buildings**.

The amounts **we** pay for these fees must not be higher than those authorised by the relevant professional institute.

- b. The necessary cost of removing debris and demolishing or supporting the damaged parts of the **buildings**, which **we** have agreed to pay.
- c. The cost of meeting building regulations or municipal or local authority by-laws.

## Exclusion applying to a

*Fees for preparing any claim.*

## Exclusion applying to c

*Any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.*

## Section B

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

If the **home** is damaged by any cause listed under Section A and, as a result, it cannot be lived in, **we** will pay any ground rent **you** still have to pay, for up to two years.

**We** will also pay for:

- a. rent **you** have lost;
  - b. any reasonable accommodation expenses;
- until the **home** is ready to be lived in.

**We** will not pay more than 20% of the **buildings sum insured** for any one incident.

## Section C

### Damage to services

Accidental damage to:

- a. cables and underground pipes which provide services to or from the buildings;
- b. septic tanks and drain inspection covers; **you** are legally responsible for.

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

### *Exclusion applying to a*

*Damage due to a fault or limit of design, manufacture, construction or installation.*

## Section D

### Fixed glass and sanitary fittings

The accidental breaking of fixed glass and sanitary fittings, which form part of the **buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

### Exclusion

*Breakage that happens after the **home** has been left **unoccupied** or **unfurnished** for more than 60 days in a row.*

## Section E

### Emergency access

Damage to the **buildings** caused by forced access to deal with a medical emergency or to prevent damage to the **home**.

## Section F

### Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £5,000 for any one incident.

## Section G

(see the important note overleaf)

### Your liability to the public

**Your** legal liability as owner of the **buildings** to pay damages and claimants' costs and expenses for:

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

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

- a. from **you** owning the **buildings**;

- b. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975); for any **home you** previously owned and occupied or leased and occupied.

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

We will not pay more than £2,000,000 for any one incident. We will also pay all **your** costs and expenses that we have already agreed to in writing.

## Exclusions

### Liability

- as occupier of the **buildings**;
- for accidental bodily injury or illness to any person **you** employ if the injury or illness happens as a result of or in the course of their employment by **you**;

- for loss of or damage to property which belongs to **you** or is in **your** care;
- in connection with any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;
- in connection with **your** trade, business or profession;
- under b. if it is covered by other insurance.

## Section H

### Selling your home

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

### Important note

If **you** are the owner and occupier of the **home** insured by this policy.

Accidents that happen in the buildings or on land are nearly always the legal responsibility of the occupier (the person who lives in the **building** or on the land) rather than the owner.

If **you** are the owner and the occupier of the buildings, please remember that this buildings insurance does not cover **your** legal liability as the occupier of the **home** or its land.

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

### Defective Premises Act 1972

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



## Section I

### Accidental damage

This extension to cover applies only if it is shown on **your schedule**.

All other **accidental damage** to the **buildings**.

### Exclusions

*Maintenance and normal redecoration costs.*

*Damage excluded in other parts of the **buildings** section.*

*Damage caused by:*

- *wear and tear, settlement, shrinkage, vermin, insects, fungus or anything that happens gradually;*
- *damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under Section A, please refer to pages 10 and 11);*
- *faulty materials, design or poor workmanship;*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *building renovations, alterations, extensions or repairs;*
- *paying guests or tenants;*
- *anything set out in the **General Exclusions** on page 29.*

### Sum insured condition

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

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

### Settling buildings claims

**We** can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

### What we will pay

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

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

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

### Pairs, sets and suites

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

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

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

See also the **General Conditions** on page 26.

## Contents section

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

### Exclusions applying to the contents section

Anything set out in the **General Exclusions** on page 29.

*£60 excess, apart from Section A 5. where the excess is £250, and Sections H, K and N where there is no excess.*

The following exclusion applies to all sections, except Sections E and K.

*Damage to any property or appliance caused by or resulting from that property or appliance or any part of it (whether belonging to you or not) failing to correctly recognise or respond to any date.*

## Cover Section A

### Contents in the home

Loss of or damage to the **contents** in the **home** caused by any of the following.

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

### Exclusion applying to 1b

*Loss or damage that happens gradually.*

2. Storm or flood.
3. a. Riot, civil unrest, strikes and labour or political disturbances.
- b. Malicious acts.

### Exclusion applying to 3a

*Loss of or damage to the contents of freezers or fridges caused by a power cut due to a deliberate act, or strikes by the company (or its employees) supplying your power.*

### Exclusions applying to 3b

*Malicious damage caused by:*

- you;
- paying guests or tenants.

*Loss or damage that happens after the home has been left unoccupied for more than 60 days in a row.*

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

### Exclusion applying to 4b

*Loss or damage caused by domestic animals.*

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

### Exclusion

*Loss or damage that happens after the home has been left unoccupied for more than 60 days in a row.*

6. Oil leaking from a fixed heating system.

### Exclusion

*Loss or damage that happens after the home has been left unoccupied for more than 60 days in a row.*

7. Theft or attempted theft.

### Exclusions

*Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days in a row.*

*Theft by deception, unless deception is used only to enter the **home**.*

*Theft of **personal money**, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception.*

*Theft:*

- if **you** live in a self-contained flat and the theft is from any part of the **building** that other people have access to;
- if **you** live in a non-self-contained flat,

*unless someone has broken into or out of the **building** by using force and violence or has got into the **building** by deception.*

*Theft from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force and violence.*

*Loss or damage caused by:*

- **you**;
- paying guests or tenants.

*We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).*

8. Falling radio or television aerials and dishes, and their fittings and masts.
9. Subsidence or heave of the land that the **home** stands on, or landslip.

### Exclusion

*Damage resulting from the coast wearing away.*

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

10. Falling trees or branches.

## Section B

### Contents temporarily removed from the home

Loss of or damage to **contents** by any of the causes listed under Section A while temporarily removed from the **home** to:

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

**We** will not pay more than 20% of the **sum insured** for any one incident.

### Exclusions applying to a

*We will not pay more than £2,500 for property in outbuildings.*

*Theft of **personal money**, unless someone has broken into or out of a **building** by using force and violence.*

### Exclusions applying to b

*We will not pay more than £2,500 for property in outbuildings.*

*Loss of or damage to property that is not in a **building**, caused by storm or flood.*

*Loss or damage by theft, unless someone has broken into or out of a **building** by using force and violence.*

*Loss or damage if **contents** have been removed for sale or exhibition, or placed in a furniture depository.*

## Section C

### Contents in the open

Loss of or damage to **contents** by any of the causes listed under Section A happening in the open on land belonging to the **home**.

**We** will not pay more than £1,000 for any one incident.

### Exclusions

*Loss or damage that happens after the **home** has been left **unfurnished** for more than 60 days in a row.*

*Loss of or damage to pedal cycles.*

## Section D

### Replacement locks

If keys to the locks of:

- external doors of the **home**;
- alarm systems or domestic safes fitted in the **home**;

are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

## Section E

### Food in freezers

Loss of or damage to food stored in any domestic freezer in the **home** caused by:

- a rise or fall in temperature;
- contamination by freezing agents.

**We** will not pay more than £1,000 for any one incident.

### Exclusion

*Loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying **your** power.*

## Section F

### Fuel and metered water

Accidental loss of:

- domestic heating fuel;
- metered water up to £1,000.

## Section G

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

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

- for **your** loss of rent;
- any reasonable accommodation expenses;

until the **home** is ready to be lived in.

**We** will not pay more than 20% of the **contents sum insured** for any one incident.

## Section H

### Fatal injury benefit

**We** will pay £5,000 if **you** die as a direct result of injury caused in the **home** by fire, explosion, lightning or intruders. For **us** to pay a claim, **your** death must happen within three months of the incident.

## Section I

### Household removals

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

## Exclusion

*Personal money, coins, jewellery, furs, items of gold or platinum, precious stones, securities (bonds, and share certificates), stamps, deeds or documents of any kind.*

## Section J

### Wedding gifts

The **sum insured** under the **contents** section is automatically increased by £3,000 during the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

## Section K

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

(see important note overleaf)

**Your** legal liability to pay damages and claimants' costs and expenses for:

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

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

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

and arising:

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

**We** will not pay more than £2,000,000 for any one incident, unless a claim is made against **you** by any person **you** employ where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £10,000,000).

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

### Exclusions

*Liability in connection with the following:*

- a. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;*
- b. aircraft other than pedestrian controlled toys or models;*
- c. caravans;*
- d. boats, boards and craft designed to be used on or in water, other than:*
  - *those only propelled by oars or paddles; or*
  - *pedestrian controlled toys or models;*
- e. **you** living in or occupying land or **buildings** other than the **home** or its grounds;*
- f. **you** owning land, **buildings** or other fixed property;*
- g. deliberate or malicious acts;*
- h. HIV and HIV-related illnesses, including AIDS;*
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);*
- j. any agreement except to the extent that **you** would have been liable without that agreement;*
- k. any trade, business or profession;*

l. *loss of or damage to property which belongs to you or is in your care or control;*

m. *bodily injury or illness to you.*

For claims involving liability for bodily injury or illness of an employee working for you:

- exclusions (b – i) and (k) will not apply;
- exclusion (a) will not apply unless cover or security is needed under any of the Road Traffic Acts.

## Section L

### Tenant's liability

We will provide cover up to 20% of the **contents sum insured** if you are legally responsible as a tenant for the following.

- a. Loss of or damage to the **home** and landlord's fixtures and fittings by any of the causes listed under Section A.
- b. Accidental breakage of:
  - fixed glass (including glass in solar-panel units);
  - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the **home**.
- c. **Accidental damage** to cables or underground pipes which provide services to or from the **buildings** and septic tanks and drain inspection covers.

## Exclusions

*Loss or damage excluded in Section A.*

*Loss or damage that happens while the home has been left unfurnished.*

### Exclusion applying to c

*Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.*

## Section M

### Title deeds

We will pay the cost of preparing new title deeds to the **home** (up to £2,500) if they are lost or damaged by any of the causes listed under Section A.

## Section N

### Emergency access

Damage to **contents** following necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

### Important Note

(If you are the owner but not the occupier of the **home** insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If you are the owner but not the occupier of the **building** please remember that **Occupier's, personal and employer's liability** does not cover your legal liability as the owner of the **home** and its land. To protect yourself, you will need to arrange buildings insurance which provides your **Liability to the public** cover.

### Dangerous Dogs Act 1991

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

## Section O

### Accidental damage

This extension to cover applies only if it is shown on **your schedule**.

**Accidental damage to the contents** while in the **home**, including:

**Accidental damage** to receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the **home**.

**Accidental damage** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs.

### Exclusions

*Food in freezers, clothing, contact lenses, stamps and pedal cycles.*

*Loss in value.*

*Any loss that is not the direct result of the insured incident itself;*

*Damage caused by:*

- *wear and tear, light, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;*
- *damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under Section A, please refer to page 16);*

- *chewing, scratching, tearing or fouling by domestic animals;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *electrical or mechanical breakdown;*
- *paying guests or tenants.*
- *failure to use in line with the manufacturer's instructions.*

*Damage excluded in Section A.*

*Loss or damage happening while the **home** or any part of it is lent, let or sublet.*

*Anything set out in the **General Exclusions** on page 29.*

## Section P

### Religious festivals

We will increase the **sum insured** under the **contents** section by £3,000 during any month in which **you** celebrate a religious festival to cover gifts and food bought for the occasion.

### Sum insured condition

At all times, the **sum insured** must be adequate to cover the full cost of replacing **your contents** 'as new' (apart from clothing and household linen, where **we** may make a deduction for wear and tear and loss in value).

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

### Settling contents claims

We can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for:

- clothing and household linen;
- property that does not belong to **you**, unless **you** are legally responsible for the cost of replacement as new under the terms of an agreement.

### What we will pay

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

For **valuables**:

- a. **we** will not consider any one item to be worth more than the **valuables** single article limit shown on **your schedule**, unless it is insured as a separate item;
- b. the total value of all **valuables** must not be more than one third of the total **sum insured** by this section, unless it is shown on **your schedule**.

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

### Pairs, sets and suites

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

- a set (other than a pair);
- a suite;
- any other item of a uniform nature, design or colour, including carpets;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.



## Personal Belongings section

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

### Cover

Loss of or damage to **your** property (shown on **your schedule**) anywhere in the world.

### Exclusions applying to the personal belongings section

Anything set out in the **General Exclusions** on page 29.

**£60 excess.**

*Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence).*

**We will not pay more than £1,000 for any one incident of theft from an unattended vehicle.**

*Loss or damage caused by wear and tear, the process of cleaning, washing, repairing or restoring any item, light, weather conditions, moth, vermin or anything that happens gradually.*

*Loss in value.*

*Damage to sports racquets, sticks, bats and clubs while in play.*

*Confiscation or detention by Customs or other officials.*

*Electrical or mechanical breakdown.*

*Any loss that is not the direct result of the insured incident itself.*

*Business or professional use of musical instruments, photographic and sporting equipment and accessories.*

*Loss or damage which can be claimed under other insurance.*

*Theft, attempted theft or malicious damage caused by:*

- **you;**
- *paying guests or tenants.*

*Theft by deception, unless deception is used only as a way to get into the **home**.*

*Damage to **your** property caused by or resulting from that property (or part of that property) failing to correctly recognise or respond to any date.*

**Description of property and special terms applying to clothing and personal belongings, Personal money, credit and debit cards and pedal cycles.**

### Section A

#### Clothing and personal belongings

Personal belongings (including clothing, jewellery, watches, furs, binoculars, and musical, photographic and sports equipment).

**You** do not have to tell **us** about changes to property insured under this heading (even if **you** buy or sell anything), unless the **sum insured** is no longer adequate or any individual item is worth more than the single article limit shown on **your schedule**.

## Exclusions applying to clothing and personal belongings only

*Personal money and credit and debit cards.*

*Skis (including sticks and bindings), snowboards, water skis, subaqua (diving) equipment, camping equipment and riding tack.*

*Contact and corneal cap or micro lenses, and hearing aids.*

*Securities (stocks and shares).*

*Furniture, furnishings, household goods and equipment, food and drink.*

*Business goods and equipment.*

*Motorised vehicles, aircraft, boats, boards and craft that are designed to be used on or in water, caravans, trailers and cycles, and the parts, spares and accessories of any of these.*

*Any living creature.*

## Section B

### Personal money and credit and debit cards

**Personal money** and credit, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes.

Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any unauthorised person (or people) following the loss or theft of any card (together with all costs and expenses **we** have agreed to pay), arising before the card-issuing company has been told about the loss, as long as **you** keep to the terms of the card.

## Exclusions applying to personal money and credit and debit cards only

*Shortages due to error or omission.*

*Losses not reported to the police.*

*Losses of credit, debit, cheque guarantee and cash cards not reported to the card-issuing company within 24 hours of discovering the loss.*

*Any business credit/debit cards.*

## Section C

### Pedal cycles

Loss of or damage to **your** pedal cycles.

### Exclusions

*Loss or damage while being used for track racing or business purposes.*

*Theft while away from the **home**, unless in a **building** or securely locked to an object that cannot be moved.*

*Loss of or damage to accessories, unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.*

### Sum insured condition

At all times, the **sum** (or sums) **insured** must be adequate to cover the full cost of replacing **your** personal belongings 'as new' (apart from clothing, where **we** may make a deduction for wear and tear and loss in value).

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

### Settling personal belongings claims

**We** can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing.

### What we will pay

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

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

### Pairs, sets and suites

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

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

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

# General Conditions

These conditions apply to all sections of the policy.

## 1. Your duty to disclose information

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

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

If **you** are unsure as to what facts would influence **your** policy, please contact **your** insurance adviser.

## 2. Your duty to prevent loss or damage

- a. **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- b. All property insured by this policy must be maintained in good condition.

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

## 3. Your policy

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

- **your** policy booklet;
- information contained on **your** application and/or “Information Provided by You” document as issued by **us**;
- **your** schedule;
- any clauses endorsed on **your** schedule;
- any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

## 4. Claims

### Your duties

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

- a. tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b. contact **us** as soon as reasonably possible and provide all the information and help **we** need;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**;

- d. send **us** all correspondence, legal documents or any other document unanswered;
- e. avoid discussing liability with anyone else without **our** permission.

### Proof of value and ownership

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

### Our rights

- a. **We** may:
  - take over and defend or settle any claim, or right **you** may have against another person, in **your** name;
  - prosecute (in **your** name for **our** own benefit) any claim for indemnity or damages or otherwise.
- b. **We** have the right to do as **we** see fit in legal action and in settling **your** claim.

### Limit

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

- a. up to the limit shown in this policy booklet or on **your schedule** (less any amounts already paid as compensation);
- b. any lower amount for which **we** can settle **your** claim.

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

### 5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also tell the police.

### 6. Other insurance

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

### 7. Cancelling this policy

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term.

If **you** do so, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered.

This will be calculated on a pro-rata basis for the period for which **you** received cover.

To exercise **your** right to cancel, please contact **your** insurance adviser at the address shown on **your schedule**.

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 14 days' notice to **your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered.

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

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

## 9. Arbitration

If **we** have accepted **your** claim but disagree with the amount **we** should pay, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

## 10. Index Linking

Where **you** have specified the **buildings**, **contents** and personal belongings **sums insured** in the **schedule**, **we** will change these **sums insured** each month and update each year at the renewal date as follows:

- a. **Buildings** - in line with any increase in the level of House Rebuilding Cost Index or any suitable alternative index **we** choose. Index-linking the **buildings sum insured** will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

- b. Personal belongings and **contents** (but not personal money, credit and debit cards, where the **sums insured** are not index linked.) - in line with any increase in the level of Retail Prices Index or any suitable alternative index **we** choose.

The amended **sums insured** and renewal premium will be shown on your renewal notice. However, **we** will not reduce **sums insured** if an index value reduces, unless **you** ask **us** to do so.

If **you** are unsure of which of the above sections are applicable please contact **your** insurance adviser.

# General Exclusions

This policy does not cover:

## 1. War

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

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

## 2. Terrorism

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

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

- a. the use or threat of force and/or violence  
and/or*
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to,*

*harm or damage by nuclear and/or chemical and/or biological and/or radiological means*

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

## 3. Other Actions

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

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

## 4. Radioactivity

*Loss, damage or liability which involves:*

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

## 5. Sonic bangs

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

## 6. Pollution or contamination

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

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

## 7. Deliberate Acts

*Any loss or damage deliberately caused by **you**, or **your** family, or by any other person lawfully in **your home**.*











**Aviva Insurance Limited.**

Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised and regulated by the Financial Services Authority.