

Your AvivaPlus
home insurance policy

How to get help...

Claims	Contact Please have your policy number ready when you call	Opening hours
Home claims (except Legal Services and Home Emergency)	Take a look at MAKING A CLAIM below then go online at aviva.co.uk/MyAviva or call 0800 158 4091 Please always call if you need urgent help	24 hours a day
Legal Services claims	0800 096 5850	
Home Emergency claims (including complaints about Home Emergency claims or cover terms and conditions)	0345 300 3346	
Complaints about a claim (except Home Emergency)	0800 158 4091	
Helplines		
Personal Legal and Tax helpline (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man)	0800 096 5850	24 hours a day
Customer services		
Questions or changes to your policy or the information you've given us	0800 656 9717 or make your changes online at aviva.co.uk/MyAviva	8am – 8pm Mon-Fri 8.30am – 5pm Sat 10am – 4pm Sun and Bank holidays
Requests for large print, audio or Braille policy documents if you have a disability	0800 656 9717	
Complaints (other than about a claim)	0800 656 9717 alternatively write to us at Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR	

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 03 prefixed numbers are charged at national call rates (charges may vary depending on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

What to do if you're unhappy

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

Making a claim

If you need to make a claim or have a query about something that's happened please see the contacts on the previous page.

Please always call us if you need urgent help, for example:

- your home isn't secure (eg damaged locks, doors or windows)
- there is standing water in your home
- a water leak is on-going or water is entering your home
- anyone is at risk of injury
- your home can't be lived in

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

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

Getting ready to claim

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



Your Home policy number (unless you're logged on to MyAviva.)



Photos of damaged or lost property. For buildings damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.



Receipts, quotes or invoices, where appropriate.



Estimate of the size of the affected area where buildings or carpets are damaged. It can also help to tell us the size of the affected rooms.

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



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

Helpful information about your AvivaPlus home policy



Information and changes we need to know about

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

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Key - To help you when you read your policy:



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



These boxes give you additional helpful information

These boxes highlight what your policy does not cover

Helpful information about your AvivaPlus home policy

Bold text

The meaning of words or phrases in **bold** are shown in the '**WORDS OR PHRASES WITH SPECIAL MEANINGS**' section.

As we use the words 'we, us, our' and 'you, your' so frequently we won't show them in bold text every time we use them. These words will always have the following meanings (unless we tell you otherwise in any particular part of your policy)

We, Us, Our – Aviva Insurance Limited

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



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

Words and phrases with **special meanings**

Wherever you see these words or phrases in **bold** text in your policy, they have the following meanings (unless otherwise shown for any policy section).

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Accidental damage does not include breakdowns or faults (including faulty workmanship or design).

Buildings

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

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

Clauses

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

Contents

Household items and personal belongings (including **personal money**), **valuables** and **home office equipment** that:

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

Contents doesn't mean the following:

- items used for business or professional purposes (except **home office equipment**);
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, parts and accessories of any of these;
- documents of any kind except **personal money**, passports, driving licenses and the title deeds to the **home**
- any living creature.

Domestic Employee

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

Excess

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

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 outbuildings (including garages), at the address shown on your schedule, all used for domestic purposes only.

Home office equipment

Office furniture, computers and other keyboard based office equipment, printers, photocopiers, telephones and answer phones used for business or professional purposes.

Words and phrases with special meanings

Landslip

Movement of land down a slope.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the **garden**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles.

Personal Money

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

Reasonable cost(s)

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

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**.

Sum Insured

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

Unoccupied

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



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

Valuables

Jewellery, watches, items of gold or silver, and works of art.

Understanding your cover level

We offer three levels of cover with Aviva Plus – Basic, Regular and Premium. Your schedule shows the one you have chosen.

You can switch from one level of cover to another but you cannot ‘mix and match’ levels. For example you can’t choose Basic cover for Buildings and Premium for Contents.


The level of cover chosen determines what’s included in your initial price and what optional extras you can choose. Covers shown in this policy booklet but not mentioned below apply to all cover levels.

Cover limits may vary according to the level of cover you have chosen. Your schedule will show any limits which apply for your chosen level.

	Basic	Regular	Premium
Buildings are covered for the usual insurance risks such as fire, theft, subsidence, storm	✓	✓	✓
Buildings are covered for other types of accidental damage This covers damage which you could not claim for under Basic or Regular cover, for example cracking a bath or basin by dropping something into it or drilling into a water pipe by accident	Not available	Optional Accidental damage is sold as a ‘package’ which covers both buildings and contents at home . You can’t buy cover just for buildings	✓
Contents at home (ie in your home or its garden) are covered for the usual insurance risks such as fire, theft, subsidence, storm	✓	✓	✓
Contents at home are covered for accidental loss, and other types of accidental damage that you could not claim for under Basic or Regular contents cover This would include spills or dropping items at home or losing something small down the sink	Not available	Optional As with Buildings, this is part of a package. You can’t buy cover just for contents .	✓

Continued overleaf

Understanding your cover level

	Basic	Regular	Premium
<p>Contents away from home</p> <p>Cover for contents while they are temporarily away from your home (eg things you take with you when you are out and about or take on holiday)</p> <div style="background-color: #ffff00; padding: 5px; display: flex; align-items: center;">  <p>This provides cover for items which are lost, stolen or accidentally damaged away from home.</p> </div>	Not available	Optional	<p>✓</p> <p>Cover is included. You can opt to increase the standard limit</p>
Legal Services cover	Optional	Optional	✓
Home Emergency cover	Optional	Optional	Optional

If you are considering changing your current level of cover please log on to aviva.co.uk/MyAviva to see more detail of the cover limits for each level or call Customer Services to discuss.

Your avivaplus home policy

As an AvivaPlus Home policyholder you get the following benefits whatever level of cover you have chosen. Your schedule will show any limits that apply.

Loss of rent and the cost of alternative accommodation

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

- a. ground rent you still have to pay;
- b. rent payable to you, or (if not otherwise insured) reasonable additional accommodation expenses your tenant has to pay;
- c. any reasonable additional accommodation expenses for you and your domestic animals, until the **home** is ready to live in.



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

Loss or theft of keys

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

Emergency Access

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

(No **excess** applies for emergency access claims.)

Buildings section

Your schedule shows the level of cover you've chosen and the cover limits and **excess(es)** which apply. The different levels of cover are shown below, please take care to read the cover and exclusions for your chosen cover level.

Basic and regular buildings cover

What is covered

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

1. Fire, explosion, lightning, earthquake or smoke.
2. **Storm** or flood.
3. Malicious people, vandals, riot, civil unrest, strikes, labour or political disturbances.
4. Being hit by:
 - a. aircraft or other flying objects or anything falling from them;
 - b. vehicles or animals.
5. Water escaping from or freezing in water tanks, pipes, equipment or fixed heating systems.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling television or receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.
10. Falling trees or branches. If we accept a claim for damage to the **buildings** by falling trees we will also pay **reasonable costs** you have to pay for removing the fallen tree or part of the tree (this does not include any part of the tree which remains below ground).

What is covered

Trace and Access

If you are claiming for loss or damage to the **buildings** caused by water or fuel escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, we will also pay the **reasonable cost** of removing any other part of the **buildings** necessary to find the source of the leak and making good after the leak's been fixed.

Selling your Home

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



We will ask you to pay to repair or replace the pipe or other part which caused the leak if it leaked simply because it had failed or worn out. This is because you are not covered for 'wear and tear' or breakdowns.

Your liability to the public

Please see the **LIABILITY SECTION** for details of this cover

Basic and regular buildings cover exclusions

What isn't covered

- Wear and tear



This means damage which happens naturally and predictably as a result of normal use or ageing. For example an ageing flat roof can fail allowing water to get in. Insurance doesn't cover this – it's part of your responsibility as the homeowner to keep your home in good order.

- **Storm** damage to fences, gates and hedges.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on your schedule:
 - malicious people or vandals;
 - water freezing in or escaping from water tanks, pipes, equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.

What isn't covered

- **Subsidence, heave or landslip:**
 - to any part of the **buildings** except the **home** unless we accept (or have already accepted) a claim for **subsidence, heave, or landslip** damage to the **home**;
 - 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;
- Loss or damage caused by:
 - **settlement** or by shrinkage or expansion of parts of the **buildings**;
 - riverbank or coastal erosion;
 - frost.
- Wet or dry rot arising from any cause, except where the rot was directly caused:
 - by an unforeseen event which is covered by your policy, or
 - by repairs or preventative work carried out by the tradesperson we arranged to deal with your claim.
- Anything set out in the **GENERAL EXCLUSIONS**.

Accidental damage option

If you have chosen **REGULAR BUILDINGS COVER** this option is available to you. Your schedule will show if you have selected it.

What is covered

All other **accidental damage** to the **buildings** that is not covered by **REGULAR BUILDINGS COVER**

Accidental damage option exclusions

What isn't covered

- The cost of repair or replacement due to a breakdown or fault (for example a broken down boiler).
- Chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by:
 - vermin, insects, fungus, weather conditions;
 - water entering your **home** regardless of how this happened (please note your **REGULAR BUILDINGS COVER** covers you for water damage caused by flooding, a **storm** or from leaking pipes, tanks, equipment or fixed heating system);
 - building alterations, renovations, extensions or repairs.

What isn't covered

- Anything which is excluded under **REGULAR BUILDINGS COVER** or set out in the **GENERAL EXCLUSIONS**.

Premium buildings cover

What is covered

- Loss of or damage to the **buildings**.
- **Trace and Access**

If you are claiming for loss or damage to the **buildings** caused by water or oil escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, we will also pay the reasonable cost of removing any other part of the **buildings** necessary to find the source of the leak and making good after the leak's been fixed.



We will ask you to pay to repair or replace the pipe or other part which caused the leak if it leaked simply because it had failed or worn out. This is because you are not covered for 'wear and tear' or breakdowns.

What is covered

- **Selling your Home**

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

- **Your liability to the public**

Please see the **LIABILITY SECTION** for details of this cover

Premium buildings exclusions

What isn't covered

- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing. For example an ageing flat roof can fail allowing water to get in. Insurance doesn't cover this wear and tear – it's part of your responsibility as the homeowner to keep your home in good order.

- The cost of repair or replacement due to a breakdown or fault (for example a broken down boiler).
- **Storm** damage to fences, gates and hedges.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on your schedule:
 - malicious people or vandals;
 - water freezing in or escaping from water tanks, pipes, equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
- **Subsidence, heave or landslip:**
 - to any part of the **buildings** except the **home** unless we accept (or have already accepted) a claim for **subsidence, heave, or landslip** damage to your **home**;

What isn't covered

- 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.
- Chewing, scratching, tearing or fouling by domestic animals.
- Loss or damage caused by:
 - water entering your **home** which was not caused by a **storm** or flooding (eg from overflow of external water sources such as rivers, lakes and the sea), or from leaking pipes, tanks, equipment or fixed heating systems;
 - frost;
 - **settlement** or by shrinkage or expansion of parts of the **buildings**;
 - riverbank or coastal erosion;
 - vermin, insects, fungus;
 - building alterations, renovations, extensions or repairs.
- Wet or dry rot arising from any cause except where the rot was directly caused:
 - by an unforeseen event which is covered by your policy, or
 - by repairs or preventative work carried out by the tradesperson we arranged to deal with your claim.
- Anything set out in the **GENERAL EXCLUSIONS**.

Contents section

Your schedule shows the level of cover you've chosen and the cover limits and **excess(es)** which apply. The different levels of cover are shown below, please take care to read the cover and exclusions for your chosen cover level.

Basic and regular contents at home cover

What is covered

Loss of or damage to **contents** in your **home** and **garden** caused by any of the following:

1. Fire, explosion, lightning, earthquake or smoke.
2. **Storm** or flood.
3. Malicious people, vandals, riot, civil unrest, strikes, labour or political disturbances.
4. Being hit by:
 - a. aircraft or other flying objects or anything falling from them;
 - b. vehicles or animals.
5. Water escaping from water tanks, pipes, equipment or fixed heating systems.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling television or receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.
10. Falling trees or branches.

What is covered

Garden re-landscaping

We will pay to re-landscape your **garden** if it is damaged by anything listed in points 1, 3, 4 and 7 opposite.

Food in freezers

We will cover loss of or damage to food stored in a freezer in your **home** due to a change in temperature or contamination by freezing agents.

Domestic heating fuel and metered water

We will cover theft or accidental leakage of domestic heating fuel or metered water at your **home**.

Occupier's, personal and employer's liability

See the **LIABILITY SECTION** of this booklet for details.

Basic and regular contents at home exclusions

What isn't covered

- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing, such as long term exposure of soft furnishings to smoke.

- The cost of repairing or replacing items which have broken down or developed a fault (for example a home appliance or laptop that has stopped working or is faulty).
- Loss or damage caused by 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 water tanks, pipes; equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.

What isn't covered

- Theft of cycles (including Ebikes) from the **garden** unless securely locked to an object that cannot be moved.
- Theft where someone deceives you to steal your property (eg 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.
- Loss or damage caused by riverbank or coastal erosion.
- Loss or damage to freezer food caused by a deliberate act, or strikes by the company (or its employees) supplying your power.
- **Contents** which are insured by any other policy.
- Anything set out in the **GENERAL EXCLUSIONS**.

Accidental damage option

If you have chosen **REGULAR CONTENTS AT HOME COVER** this option is available to you. Your schedule will show if you have selected it.

What is covered

All other **accidental damage** to and accidental loss of **contents** while in your **home** or **garden** that is not covered by **REGULAR CONTENTS AT HOME COVER**.

Accidental damage option exclusions

What isn't covered

- Chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by:
 - weather conditions, moths, vermin, insects, fungus, damp, rust, wet or dry rot;
 - water entering your **home** regardless of how this happened (please note **REGULAR CONTENTS COVER** covers you for water damage caused by flooding, a **storm** or from leaking pipes, tanks, equipment or fixed heating systems).

What isn't covered

- Damage to food.
- Anything which is excluded under **REGULAR CONTENTS COVER** or set out in the **GENERAL EXCLUSIONS**.

Premium contents at home cover

What is covered

- Loss or damage to **contents** in your **home** or **garden**.
- Theft or leakage of domestic heating fuel or metered water.
- The cost of re-landscaping if the plants in your **garden** are lost or damaged.

What is covered

- Occupier's personal and employer's liability – Please see the **LIABILITY SECTION** of this booklet for details.

Premium contents at home exclusions

What isn't covered

- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing, such as fading from washing or sunlight.

- The cost of repairing or replacing items which have broken down or developed a fault (for example a home appliance or laptop that has stopped working or is faulty).
- Loss or damage caused by 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 water tanks, pipes, equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
- Theft of cycles (including Ebikes) from the **garden** unless securely locked to an object that cannot be moved.

What isn't covered

- Theft where someone deceives you to steal your property (eg 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.
- Chewing, scratching, tearing or fouling by domestic animals.
- Loss or damage caused by:
 - riverbank or coastal erosion;
 - weather conditions, moths, vermin, insects, fungus, damp, rust, wet or dry rot;
 - water entering your **home** which was not caused by a **storm** or flooding (eg from overflow of external water sources such as rivers, lakes and the sea) or from leaking pipes, tanks, equipment or fixed heating systems.
- Loss or damage to food caused by a deliberate act, or strikes by the company (or its employees) supplying your power.
- Loss of or damage to plants caused by disease.
- **Contents** which are insured by any other policy.
- Anything set out in the **GENERAL EXCLUSIONS**.

Contents away from home cover

This cover is included for Premium and is optional for Regular level.

Your schedule shows whether you've chosen this cover and the limits and **excess(es)** which apply.

What is covered

We will cover **contents** which are lost or damaged while they are away from your **home** and **garden** on a temporary basis (anywhere else in the world).

Contents away from home cover exclusions

What isn't covered

- Anything which is kept permanently away from your **home** and **garden**.
- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing such as fading from washing or sunlight.

- The cost of repairing or replacing items which have developed a fault or broken down.
- Theft of a pedal cycle (including an Ebike) unless:
 - in your immediate custody and control; or
 - securely locked to an object that cannot be moved (this includes a parked vehicle); or
 - in a locked building.

What isn't covered

- Theft from inside 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).
- Theft where someone deceives you to steal your property (eg tricks you into handing it over or 'buys' it without making a proper payment).
- Loss or damage caused by moths, insects, vermin, fungus, damp, rust, wet or dry rot.
- Confiscation or detention by customs or other officials.
- **Contents** which are insured by any other policy.
- Anything set out in the **GENERAL EXCLUSIONS** section of this policy booklet.

Liability section

Your **buildings** and/or **contents at home** cover includes cover for your legal liability as described below:

What is covered

We will cover your legal liability to pay damages and claimant's 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, Republic of Ireland, the Channel Islands and the Isle of Man (or another country which you are temporarily visiting) and where your responsibility arises as shown below:

1. Your liability to the public

Your liability as owner 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.

What is covered

2. Occupier's Liability

Your liability as occupier of the **home** including the land belonging to it.

3. Employer's Liability

Your liability as employer of a **domestic employee** where the accident happens from, or in the course of their domestic employment with you.

4. Personal Liability

Your liability as a private individual (not as owner or occupier of any building or land).

We will pay up to the relevant limit shown on your schedule plus related costs and expenses that we have agreed to in writing.

See overleaf for the exclusions

Liability section exclusions

What isn't covered

We won't cover liability in connection with:

- a) you owning or occupying any fixed property, land or buildings other than the **home** or its land;
- b) any employee for anything which happens from and in the course of, their employment with you, except as shown under 3. above;
- c) boats, boards and craft designed to be used on or in water, caravans or aircraft except:
 - watercraft that are only propelled by oars or paddles;
 - pedestrian-controlled toys or models;
- d) any trade, business or profession;
- e) passing on of an infectious disease or virus;
- f) any **motorised vehicle**;
- g) any electrically assisted pedal cycle while:
 - anywhere outside of England, Wales and Scotland;
 - within England, Wales and Scotland where there is a legal requirement to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules);

What isn't covered

- h) loss of or damage to property belonging to you or in your care or control;
- i) any agreement unless you would still have been legally liable without that agreement;
- j) dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later legislation;
- k) bodily injury or illness to you;
- l) anything shown in the **GENERAL EXCLUSIONS** (except the **excess** which doesn't apply).

Where a claim relates to your employment of a **domestic employee** exclusions (a) to (e) will not apply and exclusions (f) and (g) 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.

General conditions

These conditions apply to all sections of your policy cover (except for 2,5,7,8 and 10 which don't apply to Legal Services or Home Emergency cover).

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. You must also tell us if anything on your policy schedule or 'Information Provided by You' document is incorrect or changes during your policy period.

You also need to tell us if:

- you plan to
 - let your **home** or use it for business (except office work);
 - leave your **home unoccupied** for more than the agreed number of days;
 - alter or renovate the **buildings** (but not internal renovations);
- anyone insured on the policy has any unspent criminal convictions (except motoring offences) or any prosecutions pending;
- the people to be insured change.

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 call Customer Services.

2. Your duty to prevent loss or damage

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

3. Your policy

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

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

4. Your duty to keep to the conditions of this policy

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

5. The Sum Insured

At all times the:

- **buildings sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification.
- **contents sum insured** must be at least equal to the full cost of replacing the property "as new".

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

General conditions

6. Cancellation

Your rights

A policyholder (someone named on the schedule) can cancel the policy or remove additional covers at any time by calling Customer Services.

Our rights

We may cancel your policy or additional covers where there is a valid reason, for example where:

- you have not paid your premium when due. If you miss a payment we will write to you giving a further date to pay. If we don't receive payment by then we will cancel the policy from the date shown on the letter;
- we reasonably suspect fraud;
- you fail to 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.

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 the cancellation is after cover has started, as each monthly payment provides one calendar month of cover, you will receive a refund based on the number of days left in the month of cover which you have paid for.

The refund set out above will not apply if we cancel your policy because of your fraud and/or we are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

7. Claims

Your duties

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

- a. tell the police immediately if you've lost something or your claim results from a criminal act (eg theft or malicious damage) and get a crime reference number;
- b. contact us as soon as reasonably possible and provide all the information and help we need to settle your claim;
- c. tell us without unnecessary delay if any property is later returned to you;
- d. call us if you receive any information or communication about the event or cause;
- e. avoid discussing liability with anyone else without our permission.

To help us settle your claim



It is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim.

Our rights

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

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

- b. No property may be abandoned to us.

General conditions

Settling Buildings and/or Contents Claims

We can choose to settle your claim by:

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

Replacement will be on a like for like basis or based on the nearest equivalent in the current market. If we can repair or replace property but agree to make a cash or voucher settlement we will only pay you what it would cost us to repair or replace it.

The most we will pay for loss or damage arising out of one incident is the amount shown on your schedule unless otherwise stated. We will not reduce the **sum insured** by the amount under any claim.

If we accept a claim for loss or damage to **buildings** we will also pay for:

- a. Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes and must not include any amount to help you prepare your claim.
- b. The cost of demolishing or supporting the damaged parts of the **buildings** which we have agreed to pay.
- c. The cost of meeting building regulations or municipal or local authority bye-laws unless you had already been told about the requirement before the **buildings** were damaged.

What we won't pay

- the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour;
- 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).

Settling liability claims

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

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

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

8. Proof of value and ownership

When you are claiming for **contents** it is your responsibility to prove any loss. We therefore recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

9. Fraud

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

General conditions

10. No-claim discount

If you make a claim under the:

- **BUILDINGS SECTION** and/or
- **CONTENTS SECTION**

we will reduce your no-claim discount under the relevant section at the renewal of your policy. If you do not make a claim under your policy, providing your policy start date is at least 6 months prior to your renewal date, we will increase your no-claim discount at the renewal date of your policy until you reach our maximum of 5 years discount.

11. Other Insurance

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

Important note



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

12. Joint policyholders

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

13. Monthly premiums

Your monthly premiums will be due on the start date of the insurance shown on your schedule and on the same date of each following month. If you do not pay the first premium, this policy will not be valid. We will provide you with one month's cover for each monthly premium you pay. If you have paid one or more premiums but then fail to pay any premium after that on the date it is due, we will have the right to cancel the policy as set out in the 'Cancellation' section of these General Conditions.

General exclusions

These apply to all covers shown in this booklet

This policy does not cover:

1. The excess

The **excess**(es) shown on your schedule.



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.

2. Faulty materials or workmanship

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

3. 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.

4. 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 means:

- a. the use or threat of force and/or violence and/or
- b. 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.

5. 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 3) War or 4) Terrorism above.

6. Radioactivity

Loss, damage or liability which involves:

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

7. 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**.

General exclusions

8. Deliberate or Criminal Acts

Any loss or damage:

- a. you cause deliberately or
- b. arising from your criminal act.

9. Events before the cover start date

Anything which occurred before the cover under this policy started.

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