

Your House Insurance Policy

Welcome

to Your House Insurance Policy

Thank you for choosing Your House insurance from Aviva. As a Your House customer you have the reassurance of knowing that you're protected by the UK's largest insurer.

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 8)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 21, 24, and 32)
 - take reasonable care of your property (see page 33).
- 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.

Contents

Legal and Tax Assistance, and How to claim	3
Our service to you	4
Helpful information about your policy wording.....	6
The right level of cover	7
The Contract of Insurance and Information and changes we need to know about.....	8
Definitions	10
Contents section.....	13
Personal Belongings section	22
Home and garden section.....	25
Buildings section	26
General Conditions.....	33
General Exclusions	38

Legal and Tax Assistance

Free advice on 0800 051 1701*

You can benefit from the following expert advice through our free 24 hour legal and tax helpline

Legal advice helpline

This service gives you access to our legal helpline for expert advice on personal legal problems. It could be a dispute over consumer rights, property, terms of employment, even a dispute with your neighbour or many other legal issues.

Tax advice helpline

Need advice on tax relief and allowances? Inheritance tax? Capital gains tax?

The helpline can also help you with all these and many other personal tax problems.

Advice is limited to the law and practice of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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

How to claim

If you want to make a claim under this policy please call Aviva on 0800 092 3971.

In all cases, please quote your policy number.

Our service to you

Complaints Procedure

Our Promise of Service

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

What will happen if you complain

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

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

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Source Insurance Limited, Global Reach, Dunleavy Drive, Cardiff CF11 0SN, Telephone 02920 265265 or usual Aviva point of contact. You can write or telephone, whichever suits you, and ask your contact to review the problem.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Helpful information about your policy wording

Your Cancellation Rights

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

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

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

To cancel, please contact Source Insurance Limited at Global Reach, Dunleavy Drive, Celtic Gateway, Cardiff CF11 0SN

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 Source Insurance Limited, Global Reach, Dunleavy Drive, Celtic Gateway, Cardiff CF11 0SN or telephone: (029) 2026 5265.

Use of language

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

Choice of Law

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

- 1) you and we agree otherwise; or
- 2) 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.

Telephone Call Recording

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

The right level of cover

Adequate insurance for your circumstances

How much to insure for

It is your responsibility to make sure that the amount you insure for represents the full value of the property concerned.

For Buildings, this means the full cost of rebuilding your property including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities.

For Contents this means the full cost of replacing all the property at today's prices (apart from clothing and household linen, where you 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.

The Contract of Insurance and Information and changes we need to know about

The Contract of Insurance

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

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

In return for you paying 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.

Information and changes we need to know about

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

Please tell Source Insurance immediately to let us know if there are any changes to the information set out in the application form/Statement of Fact or on your schedule. You must also tell Source Insurance immediately to let us know about the following changes:

- any intended alteration to, extension to or renovation of your property. However you do not need to tell us about internal alterations to your property unless you are creating an additional bedroom, bathroom or shower room,
- any change to the people insured, or to be insured,

- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on your policy schedule,
- if your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if your property is to be unoccupied for any continuous period exceeding 60 days, or
- if any member of your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If you are in any doubt, please contact Source Insurance.

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

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

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

Definitions

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

Accidental damage

Damage caused suddenly and unexpectedly by an outside force

British Isles

The United Kingdom, Republic of Ireland, Channel Islands and 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 in the **Schedule**

Contents

Household items and personal belongings:

- that **You** own
- that **You** are legally responsible for; or

- that belong to domestic employees who live with **You**.

This includes **Personal money** up to £750, visitors' personal belongings up to £1,000 and **Homeworking equipment** up to £5,000 (no one item can be worth more than £1,500).

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

- property insured by any other insurance policy
- securities (stocks and shares) and documents of any kind
- 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 other than **Homeworking equipment**; or
- any living creature.

Excess

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

Home

The house or flat and its outbuildings, used only for domestic purposes.

Homeworking equipment

Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answerphones all used for business or professional purposes.

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

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

- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

Period of insurance

The period of time covered by this policy, as shown on **Your Schedule**, or until cancelled. 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, traveller's 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.

Definitions continued

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

You, Your

The person (or people) named in the **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.

Contents section

This section applies only if it is shown on the Schedule.

Exclusions applying to the Contents section:

Anything set out in the General Exclusions on page 38.

£100 Excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems.

£200 Excess applies to accidental damage.

No Excess applies to Sections J, M and P.

The following exclusion applies to all sections, except sections G and M.

*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 b:

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 a:

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

Exclusions applying to b:

Malicious damage caused by:

- **You**; or
- 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; or
 - b. vehicles or animals.

Exclusion applying to b:

Loss or damage caused by domestic animals.

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

Contents section continued

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 get into the **Home**.

Theft of **Personal money**, unless someone has broken into or out of the **Home** by using force and violence or has got into the **Building** 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; or
- 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**; or
- 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 your **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**; or
- b. anywhere else in the **British Isles**.

We will not pay more than £10,000 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 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

Accidental damage to audio, video and computer equipment

Accidental damage to:

- a. radios, televisions, video players and recorders, home computers, recording and audio equipment in **Your Home**
- b. receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to **Your Home**
- c. **homeworking equipment** in the house or flat.

Exclusions:

Electrical or mechanical breakdown.

Computers or computer equipment designed to be portable.

Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.

Loss in value.

Damage caused by:

- chewing, scratching, tearing or fouling by domestic animals
- wear and tear

Contents section continued

- the process of cleaning, washing, repairing or restoring any item
- failure to use in line with the manufacturer's instructions; or
- anything that happens gradually.

Section D Glass and mirrors

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the house or flat.

Section E 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 £2,000 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 F Replacement locks

If keys to the locks of:

- a. external doors of the **Home**; or
- b. alarm systems or domestic safes fitted in the **Home**

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

Section G Food in freezers

Loss of or damage to food stored in any domestic freezer in **Your Home** caused by:

- a. a rise or fall in temperature; or
- b. 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 of the company (or its employees) supplying **Your** power.*

Section H

Fuel and metered water

Accidental loss of:

- a. domestic heating fuel; or
- b. metered water up to £2,000.

Section I

Alternative accommodation

If **Your** house or flat is damaged by any cause listed under section A and, as a result, it cannot be lived in, **We** will pay any reasonable extra accommodation expenses until **Your** house or flat is ready to be lived in.

We will not pay more than £10,000 for any one incident.

Section J

Fatal injury benefit

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

Section K

Household removals

Loss of or damage to **Contents** while being moved by professional furniture removers from **Your 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**.

Exclusions:

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 L

Wedding gifts

The sum insured under the **Contents** section is automatically increased by £5,000 during the 30 days before and 30 days after **Your** wedding day to cover wedding gifts.

Section M (see important note at end of Section M)

Occupier's, personal and employer's liability

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

- accidental bodily injury or illness; or

Contents section continued

- accidental loss of or damage to property

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

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

and arising:

- as occupier (not as owner) of the **Home** and its land; or
- in a personal capacity (not as occupier or owner of any building or land); or
- 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 toys and models remotely controlled by a pedestrian;*
- 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
 - Toys and models remotely controlled by a pedestrian;
- e. **You** living in or occupying land or **Buildings** other than **Your Home** or its grounds.*
- f. **You** owning land, Buildings or other fixed property.*
- g. Deliberate or malicious acts.*
- h. the transmission of any communicable disease or virus by **You**;*
- i. Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).*
- j. Any agreement, unless **You** would have been liable without the 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; and
- exclusion (a) will not apply unless cover or security is needed under any of the **Road Traffic Acts**.

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.

Defective Premises Act 1972

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) or contact the Citizens Advice Bureau.

Section N

Tenant's liability

We will provide cover up to £15,000 if **You** are legally responsible as a tenant for the following:

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

Contents section continued

Exclusions:

Loss or damage excluded in section A.

*Loss or damage that happens while **Your 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 O Title deeds

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

Section P Emergency access

Damage to **Contents** following necessary access to **Your Home** to deal with a medical emergency or to prevent damage to **Your Home**.

Section Q Other accidental damage

This extension to cover applies only if it is shown on the **Schedule**.

Other **accidental damage** to the **Contents** while in **Your Home**.

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, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually
- chewing, scratching, tearing or fouling by domestic animals
- the process of cleaning, washing, repairing or restoring any item
- electrical or mechanical breakdown; or
- paying guests or tenants.

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

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

*Anything set out in the **General Exclusions** on Page 38*

We will increase the sum insured under the **Contents** section by £5,000 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 **You** 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; and
- property that doesn't 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 in the **Schedule**.

For **valuables**:

- a. **We** will not consider any one item to be worth more than the **Valuables** single article limit shown in the **Schedule**, unless it is insured as a separate item; and
- b. the total value of all **Valuables** must not be more than the limit shown in the **Schedule**.

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

Personal Belongings section

This section applies only if it is shown on the Schedule.

Cover

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

Exclusions applying to the Personal Belongings section:

Anything set out in the General Exclusions on page 38.

£100 excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems.

£200 excess applies to accidental damage.

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.

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**; or
- 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 in the **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.

Securities (stocks and shares).

Furniture, furnishings, household goods and equipment, and 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.

Personal Belongings section continued

Section C Pedal cycles

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

Exclusions applying to pedal cycles only:

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

Theft unless the cycle is:

- *in **Your** immediate custody and control;*
- *securely locked to an object that cannot be moved;*
- *in a locked building*

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 **You** 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 in the **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 in the **Schedule**.

Home and garden section

Cover

Section A

Garden cover

If **Your** garden is damaged by:

- a. fire, explosion, lightning, malicious acts or riot, theft or attempted theft; or
- b. being hit by vehicles, animals or aircraft or anything falling from them;

We will pay the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

Section B

Pairs, sets and suites

We will pay for the cost of any undamaged items of **Contents** and Personal Belongings forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to a specific part or within a clearly identifiable area;
- replacements cannot be matched; and
- repair cannot be carried out satisfactorily.

- a. The most **We** will pay for **Contents** and Personal Belongings (other than **Valuables**) is the **Sum Insured** shown on the **Schedule**.
- b. The most **We** will pay for **Valuables** is the single article limit shown on the **Schedule** (except for **Valuables** specified under the **Contents** section, where the most **We** will pay is the **Sum Insured** shown against each item).

If **We** ask, **You** must give **Us** any undamaged parts of the pair, set, suite or other item.

Buildings section

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

This section applies only if it is shown on the Schedule.

Exclusions applying to the Buildings section:

Anything set out in the General Exclusions on page 38.

£100 Excess which is increased to £250 for any claim for loss or damage caused by water escaping from water tanks, pipes, equipment or fixed heating systems (but not for subsidence, heave and landslip, where the Excess is £1,000).

£200 excess applies to accidental damage.

No Excess applies to sections F and I.

The following applies to all sections, except section I.

*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 tradesman 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 b:

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

Exclusion applying to b:

*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**; or
- paying guests or tenants.

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

- You**; or

- paying guests or tenants.

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

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 fill material moving.

Buildings section continued

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:

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

Other expenses

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

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

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

- The necessary cost of removing debris and demolishing or supporting the damaged parts of

the **Buildings**, which **We** have agreed to pay.

- The cost of meeting building regulations or municipal or local-authority bye-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 house or flat 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; or
- any reasonable extra accommodation expenses;

until the house or flat is ready to be lived in.

We will not pay more than £100,000 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**; and
- b. septic tanks and drain inspection covers

You are legally responsible for.

Under a. **we** will also pay up to £1000 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

Replacement locks

If keys to the locks of:

- a. external doors of the **Home**;
- b. alarm systems or domestic safes fitted in the **Home**

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

Section E

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 house or flat has been left **Unoccupied** or **Unfurnished** for more than 60 days in a row.*

Section F

Emergency access

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

Section G

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.

Buildings section continued

Section H

Emergency access garden

We will provide cover for damage to the garden within the boundaries of the **Home** following necessary access to deal with a medical emergency or to prevent damage to the **Home**.

Section I (see the important note at end of Section I)

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; or
- accidental loss of or damage to property

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

- a. from **You** owning the **Buildings**; or
- 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**
- under any agreement, unless **You** would have been liable without the agreement
- in connection with **Your** trade, business or profession; or
- under b, if it is covered by other insurance.

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) or contact the Citizens Advice Bureau.

Section J**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.

Section K**Accidental damage**

This extension to cover applies only if it is shown on the **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, weather conditions or anything that happens gradually;*
- *faulty materials, design or workmanship;*
- *chewing, scratching, tearing or fouling by domestic animals;*
- *building renovations, alterations, extensions or repairs; or*
- *paying guests or tenants.*

*Anything set out in the **General Exclusions** on Page 38*

Buildings section continued

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 in the **Schedule**.

We will not pay for any reduction in the market value of the **Home** after the damaged parts of the **Home** have been replaced, reinstated or repaired.

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; or
- 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. Important Notice - Information we need to know about

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

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

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

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.

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 issued by **Us**;
- **Your** Schedule;
- any clauses endorsed on **Your** policy, as set out in **Your** **Schedule**;
- any changes to **Your** home insurance policy contained in notices issued by **Us** at renewal;
- the information under the heading "Important Information" which **We** provide to **You** when **You** take out or renew **Your** policy.

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

General Conditions continued

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; and
- e. avoid discussing liability with anyone else without **Our** permission.

Proof of value and ownership

To help **You** prove any loss, **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 in **Your** name; or

- 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 the policy (less any amounts already paid as compensation); 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.

5. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate

the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You**.

6. Other insurance

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

Important note:

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

7. Cancelling this policy

(a) Your right to cancel

Following the expiry of **Your** 14 day statutory cooling-off period, **You** continue to have the right to cancel **Your** policy and/or any additional cover options provided by Aviva at any time during its term.

If **You** do so, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover.

To cancel please contact Source Insurance at the address shown on your schedule.

(b) Our right to cancel

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to **Your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **We** will write to **You** requesting payment by a specific date. **We** will give **You** at least 14 days' notice in writing if **We** intend to cancel due to non-payment under an Aviva monthly credit facility. If **We** receive payment by the date

General Conditions continued

set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.

- Where **We** reasonably suspect fraud.
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section of the **General Conditions** in this policy booklet.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the '**CONTRACT OF INSURANCE AND INFORMATION AND CHANGES WE NEED TO KNOW ABOUT**' section in this policy booklet and the separate "Important Information" notices supplied.

If **We** cancel the policy and/or any additional cover options provided by Aviva under this section, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover,

less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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

Where **Our** investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

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. Index Linking

We will change personal belongings and **Buildings** sums insured each month and confirm them each year at the renewal date, in line with published alterations in the level of the Retail Prices Index for personal belongings (but not clothing and personal belongings, personal money, credit and debit cards, and pedal cycles, where sums insured are not index-linked) and the House Rebuilding Cost Index for **Buildings**.

If **You** have chosen to increase the limit of pedal cycles cover to a greater amount than is automatically provided under personal belongings section, this higher limit will be index-linked.

The new 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. 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.

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.

This paragraph 2 on Terrorism applies only in respect of the Buildings, Contents and Personal Belongings sections of this policy.

3. Other Actions

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

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

4. Radioactivity

Loss, damage or liability which involves:

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

5. 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; or*
- 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**.*

Underwritten by,



Aviva Insurance Limited.

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority.