

HOME PLUS INSURANCE DOCUMENTS



carolenash.com



CAROLE NASH
The care it deserves

Six Wheel®

Multi-Bike

Custom

Classic

Vintage

Off Road

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Welcome

Contained within this booklet is information about your policy cover. Please take time to read the policy wordings and your Carole Nash Terms of Business (enclosed with your documents) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

Carole Nash working together with Aviva.



How To Make A Claim

CLUBLINE OUR INCIDENT MANAGEMENT CLAIMS SERVICE ON 0800 012345*

If you've ever had a problem that you've needed to claim for, you'll know that dealing with it can often cause you as much hassle and stress as the initial loss. That's exactly why we set up Clubline - to take that hassle and stress away from you.

Clubline is open 24 hours a day, seven days a week. Just one call and we'll start sorting your claim out straight away. You don't even have to fill in a claim form.

Our team of professionally trained incident managers are on hand to help you get things back to normal as quickly as possible. And while they do, they'll also keep you up to date with what's happening.

They'll call out approved tradespeople to make the emergency repairs you need and secure your property. Their workmanship comes with our approval, plus a 12-month guarantee, and we pay their bills directly (apart from the excess).

After that, our approved suppliers will replace any household items that are stolen or damaged. They can also refer you to other experts if you need to redecorate or rebuild.

TELEPHONE CALL CHARGES AND RECORDING

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

Club Assistance

FREE 24-HOUR LEGAL AND TAX HELPLINE ON 0800 051 1701

LEGAL ADVICE HELPLINE

Club Assistance 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? Club Assistance can help you with all of these and many other personal tax problems.

Club Assistance is available 24 hours a day, 365 days a year.

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

More Helplines

PROFESSIONAL ADVICE 24 HOURS A DAY

GP HELPLINE

At Aviva we're always looking for new ways to help our customers and make their lives easier and more convenient. As a result, we have introduced a 24-hour, 365-day GP Helpline to answer any questions you may have about healthcare.

When you need medical advice or information, simply call our GP Helpline on 0870 739 7699**.

IF YOU'RE ILL

If you or a member of your household are ill you may speak to a GP who will give you a consultation over the phone.

This service may be beneficial in many different situations. For example, if you are feeling ill at work but have a busy working schedule, you can call for advice from your office rather than waiting for an appointment to speak to your doctor.

Or, if you have a child who is unwell at night, you don't need to wait until the morning for advice from your GP. You can be assured of speaking to a friendly and sympathetic GP for a relaxed and unhurried consultation over the phone.

GENERAL HEALTHCARE INFORMATION

For general healthcare information the GP Helpline will be happy to help you with questions such as:

- what injections do you recommend for a visit to Turkey?
- is there an organisation that gives advice to asthma sufferers?
- can you tell me about the latest techniques for dealing with kidney stones?

There's no limit to the number of calls you may make to the GP Helpline and the only cost will be that of the calls themselves.

IMPORTANT INFORMATION

Each GP Helpline consultation can last up to 15 minutes, depending on your symptoms. However, a GP may decide that a consultation needs to last longer or involve more than one call.

We have designed the GP Helpline to be available 24 hours a day, but there may be some reasonable delay. It is not an emergency service.

Depending on any patient or doctor confidentiality requirements, you may authorise another person to call the GP Helpline on your behalf. By calling the GP Helpline, whether on your or another person's behalf, you authorise us, the GPs and any service providers we use, to use any medical or other information given to us for the purposes of administering and providing services under the insurance contract.

We will not be responsible for any failure in the GP Helpline due to circumstances beyond our reasonable control or that of our service providers.

IDENTITY FRAUD HELPLINE

If you become a victim of identity theft, or need advice on protecting your identity, our professional advisers are here to help. We can provide up-to-date information, including warning signs and prevention tips, and advice on what to do if you become a victim.

You might be concerned about banking safely online. Or maybe you've just had an unexpected call from a debt collection agency. For these and any other issues about the security of your identity, please give us a call on 0345 030 8714.

Home Doctor

TO HELP YOU KEEP YOUR HOME IN GREAT SHAPE

The 'Home Doctor' is a comprehensive guide on how to keep your home safe and secure year-round. It's full of useful offers and the latest news from DIY and safety experts, the police and fire service.

Ask your insurance adviser for a free copy.

HELPFUL 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 4)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 10, 15 and 17.)
 - take reasonable care of your property (see page 22).
- 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.

The Right Level Of Cover

DON'T LEAVE YOURSELF SHORT

HOW MUCH SHOULD YOU INSURE FOR?

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

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

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

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

Information About Your Policy

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

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

YOUR CANCELLATION RIGHTS

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

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

Alternatively, if you wish to cancel and your insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover. To exercise your right to cancel your policy please contact Carole Nash Insurance Consultants Ltd. your insurance adviser at the address shown on your policy schedule.

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.

ADMINISTRATION CHARGE

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any adjustments you make to your policy.

CUSTOMERS WITH DISABILITIES

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

CHOICE OF LAW

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

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

USE OF LANGUAGE

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

FINANCIAL SERVICES COMPENSATION SCHEME

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

Further information about the scheme is available from the FSCS website fscs.org.uk, or write to: Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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

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

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

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 your insurance adviser immediately to let us know if there are any changes to the information set out in the application form and/or Statement of Fact or on your schedule. You must also tell your insurance adviser 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 your insurance adviser.

When we are notified of a change, we will tell your insurance adviser 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 unless otherwise shown for any policy section.

ACCIDENTAL DAMAGE

Damage caused suddenly and unexpectedly by an outside force.

BRITISH ISLES

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

BUILDINGS

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

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

CONTENTS

Household items and personal belongings:

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

This includes **personal money** up to £750, and visitors' personal belongings up to £1000.

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

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

EXCESS

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

HEAVE

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

HOME

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

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

PERIOD OF INSURANCE

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

PERSONAL MONEY

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

ROAD TRAFFIC ACTS

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

SCHEDULE

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

SETTLEMENT

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

SUBSIDENCE

Downward movement of the land beneath the **buildings** that is not 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.

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 UK Limited (unless otherwise shown for any policy section).

YOU, YOUR

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

Building Section

Your policy does not cover wear and tear. Please refer to Page 3-4 'Helpful information about your insurance' for more information.

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

EXCLUSIONS APPLYING TO THE BUILDINGS SECTION

Anything set out in the General Exclusions on page 24.

£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).

No excess applies to Sections F and I.

The following exclusions apply to all sections, except 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 tradesperson we have approved.

Section A

THE BUILDINGS

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

1.
 - a. fire, explosion, lightning or earthquake.
 - b. smoke.

EXCLUSION APPLYING TO 1B

Loss or damage that happens gradually.

2. storm or flood.

EXCLUSIONS:

Loss or damage by frost.

Loss of or damage to fences, gates and hedges.

3.
 - a. riot, civil unrest, strikes, and labour or political disturbances.
 - b. malicious acts.

EXCLUSIONS APPLYING TO 3B

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

Loss or damage caused by:

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

EXCLUSIONS

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

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

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

6. Oil leaking from a fixed heating system.

EXCLUSION

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

7. Theft or attempted theft.

EXCLUSIONS

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

Loss or damage caused by:

- you;
 - paying guests or tenants.
8. Falling radio and television aerials and dishes, and their fittings and masts.
 9. Subsidence or heave of the land that the buildings stand on, or landslip.

EXCLUSIONS

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

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

Damage resulting from the coast wearing away.

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

Damage caused by normal settlement or shrinkage or expansion of parts of the building.

Damage caused by faulty materials, design or poor workmanship.

10. Falling trees or branches.

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

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

EXCLUSIONS

Costs you have to pay for:

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

OTHER EXPENSES

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

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

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

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

EXCLUSION APPLYING TO A

Fees for preparing any claim.

EXCLUSION APPLYING TO C

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

When we refer to reasonable accommodation expenses in this section this means that we will pay for alternative accommodation for you and your domestic pets taking all of the circumstances of your claim into account, including factors such as your own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. We will be happy to discuss this with you and may also be able to offer assistance in finding accommodation in difficult circumstances.

Section B

LOSS OF RENT AND THE COST OF ALTERNATIVE ACCOMMODATION

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

We will also pay for:

- a. rent payable to you;
- b. any reasonable additional expenses for you and your domestic animals;

until the home is ready to be lived in.

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

Section C

DAMAGE TO SERVICES

Accidental damage to:

- a. cables and underground pipes which provide services to or from the buildings;
- b. septic tanks and drain inspection covers;

you are legally responsible for.

Under a. we will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage, that you are legally responsible for, 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 **home** 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

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 H

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.

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 I

(see the important note below)

YOUR LIABILITY TO THE PUBLIC

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

- accidental bodily injury or illness;
 - accidental loss of or damage to property;
- happening during the **period of insurance** and arising:

- a. from you owning the buildings;
- b. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975);

for any **home you** previously owned and occupied or leased and occupied.

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

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

EXCLUSIONS

Liability

- as occupier of the **buildings**;
- for accidental bodily injury or illness to any person **you** employ if the injury or illness happens as a result of or in the course of their employment by **you**;
- for loss of or damage to property which belongs to **you** or is in **your** care;
- in connection with any **motorised vehicle**;
- under any agreement except to the extent that **you** would have been liable without that agreement;
- in connection with **your** trade, business or profession;
- under b. if it is covered by other insurance.

Section 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 **your schedule**.

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

EXCLUSIONS

Maintenance and normal redecoration costs.

Damage excluded in Section A.

Damage caused by:

- wear and tear, **settlement**, shrinkage, vermin, insects, fungus or anything that happens gradually;
- damage caused by water entering the **home** regardless of how this happened (please note - certain water damage is covered under Section A, please refer to pages 11);
- faulty materials, design or poor workmanship;
- chewing, scratching, tearing or fouling by domestic animals;
- building renovations, alterations, extensions or repairs;
- paying guests or tenants;
- anything set out in the General Exclusions on page 26.

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;
- payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash **settlement**, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

WHAT WE WILL PAY

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

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

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

PAIRS, SETS AND SUITES

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

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

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

See also the General Conditions on page 38.

Where **we** refer to the term 'reasonable' in The **Buildings** Section A part 10 and Tracing and accessing leaks sections, **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.

Contents Section

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

EXCLUSIONS APPLYING TO THE CONTENTS SECTION

Anything set out in the General Exclusions on page 26.

£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. 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.

Section A

CONTENTS IN THE HOME

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

1.
 - a. **fire, explosion, lightning or earthquake.**
 - b. **smoke.**

EXCLUSION APPLYING TO 1B

Loss or damage that happens gradually.

2. **Storm or flood.**
3.
 - a. **riot, civil unrest, strikes and labour or political disturbances.**
 - b. **malicious acts.**

EXCLUSION APPLYING TO 3A

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

EXCLUSIONS APPLYING TO 3B

Malicious damage caused by:

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

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

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

EXCLUSION APPLYING TO 4B

Loss or damage caused by domestic animals.

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

EXCLUSION

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

6. **Oil leaking from a fixed heating system.**

EXCLUSION

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

7. **Theft or attempted theft.**

EXCLUSIONS

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

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

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

Theft:

- if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to;
- if **you** live in a non-self-contained flat, unless someone has broken into or out of the building by using force and violence or has got into the building by deception.

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

Loss or damage caused by:

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

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

8. **falling radio or television aerials and dishes, and their fittings and masts.**
9. **subsidence or heave of the land that the home stands on, or landslide.**

EXCLUSION

Damage resulting from the coast wearing away.

Damage caused by faulty materials, design or poor workmanship.

10. **falling trees or branches.**

Section B

CONTENTS TEMPORARILY REMOVED FROM THE HOME

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

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

We will not pay more than 25% of the **sum insured** for any one incident.

EXCLUSIONS APPLYING TO A

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

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

EXCLUSIONS APPLYING TO B

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

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

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

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

Section C

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 the home; Home Plus Policy 23**
- b. **receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the home.**

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

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;**
- 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 the **home** caused by:

- a. **a rise or fall in temperature;**
- 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, or strikes by the company (or its employees) supplying **your** power.

Section H

FUEL AND METERED WATER

Accidental loss of:

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

Section I

LOSS OF RENT AND THE COST OF ALTERNATIVE ACCOMMODATION

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

- a. rent payable to you;
- b. any reasonable expenses for you and your domestic animals;

until the **home** 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 the **home** by fire, explosion, lightning or intruders. For **us** to pay a claim, **your** death must happen within three months of the incident.

Section K

HOUSEHOLD REMOVALS

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

EXCLUSION

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

When we refer to reasonable accommodation expenses in this section this means that we will pay for alternative accommodation for you and your domestic pets taking all of the circumstances of your claim into account, including factors such as your own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. We will be happy to discuss this with you and may also be able to offer assistance in finding accommodation in difficult circumstances. We will also pay all your costs and expenses which we have already agreed to in writing.

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

OCCUPIERS', PERSONAL AND EMPLOYER'S LIABILITY

(see important note below)

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

- accidental bodily injury or illness;
 - accidental loss of or damage to property;
- happening during the **period of insurance** in:

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

and arising:

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

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

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

EXCLUSIONS

Liability in connection with the following:

- a. **you (or anyone on your behalf) owning, possessing or using any motorised vehicle;**
- b. **aircraft other than pedestrian controlled toys or models;**
- c. **caravans;**
- d. **boats, boards and craft designed to be used on or in water, other than:**
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models;

- e. **you living in or occupying land or buildings other than the home or its grounds;**
- f. **you owning land, buildings or other fixed property;**
- g. **deliberate or malicious acts;**
- h. **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. **under any agreement except to the extent that you would have been liable without that agreement;**
- k. **any trade, business or profession;**
- l. **loss of or damage to property which belongs to you or is in your care or control;**
- m. **bodily injury or illness to you.**

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

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

Section N

TENANT'S LIABILITY

We will provide cover up to 25% of the **contents sum insured** if **you** are legally responsible as a tenant for the following.

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

Important Note

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

Dangerous Dogs Act 1991

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

EXCLUSIONS

Loss or damage excluded in Section A.

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

EXCLUSION APPLYING TO C

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

Section O

TITLE DEEDS

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

Section P

EMERGENCY ACCESS

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

Section Q

OTHER ACCIDENTAL DAMAGE

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

Other **accidental damage** to the **contents** while in the **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, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;

- damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under Section A, please refer to pages 11);
- chewing, scratching, tearing or fouling by domestic animals;
- the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- paying guests or tenants.

Damage excluded in Section A.

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

Anything set out in the General Exclusions on page 26.

Section R

RELIGIOUS FESTIVALS

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 **we** may make a deduction for wear and tear and loss in value).

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

SETTLING CONTENTS CLAIMS

We can choose to settle **your** claim by:

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash **settlement**, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for:

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

WHAT WE WILL PAY

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

For **valuables**:

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

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

PAIRS, SETS AND SUITES

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

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

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

Personal Belongings Section

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

COVER

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

EXCLUSIONS APPLYING TO THE PERSONAL BELONGINGS SECTION

Anything set out in the General Exclusions on page 26.

£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.

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

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

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

Loss in value.

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

Confiscation or detention by Customs or other officials.

Electrical or mechanical breakdown.

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

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

Loss or damage which can be claimed under other insurance.

Theft, attempted theft or malicious damage caused by:

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

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

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

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

Section A

CLOTHING AND PERSONAL BELONGINGS

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

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

EXCLUSIONS APPLYING TO CLOTHING AND PERSONAL BELONGINGS ONLY

Personal money and credit and debit cards.

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

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

Securities (stocks and shares).

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

Business goods and equipment.

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

Any living creature.

Section B

PERSONAL MONEY AND CREDIT AND DEBIT CARDS

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

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

EXCLUSIONS APPLYING TO PERSONAL MONEY AND CREDIT AND DEBIT CARDS ONLY

Shortages due to error or omission.

Losses not reported to the police.

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

Any business credit/debit cards.

Section C

PEDAL CYCLES

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

EXCLUSIONS

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

Theft 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 **we** may make a deduction for wear and tear and loss in value).

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

SETTLING PERSONAL BELONGINGS CLAIMS

We can choose to settle **your** claim by:

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

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash **settlement**, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

WHAT WE WILL PAY

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

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

PAIRS, SETS AND SUITES

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

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

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

Family Legal Protection

Family Legal Protection will only apply if it is shown on **your schedule**. The cover is for the persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Family Legal Protection is underwritten by Aviva Insurance Limited. Claims handling is managed by Arc Legal Assistance Limited (Arc) and **we** will let **you** know if this company changes.

PERSONAL LEGAL ADVICE HELPLINE AND MAKING A CLAIM

We will give **you** confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell **you** what **your** legal rights are, what course of action is available to **you**, if that action can be taken by **you** or whether **you** need to consult with a **lawyer**. **We** will also tell **you** if **your** issue could be covered under the family legal protection insurance.

Please call the personal legal and tax advice helpline as soon as **you** become aware of a situation that may lead to a claim. There are no fees or **excess** to pay for using family legal protection cover and **your home** insurance premium will not be impacted by any claims made under this cover.

The personal legal and tax helpline is open 24 hours a day, 365 days a year. If **you** need to claim under **your** family legal protection cover **your** details will be passed to Arc who will contact **you** directly.

For confidential legal and tax advice call **us** on **0800 051 1701**. Please have **your** policy number to hand as **you** will be asked for this when **you** call.

WHAT FAMILY LEGAL PROTECTION INSURANCE IS FOR AND HOW IT WORKS

This cover is to help **you** and **your** family, as described above, to pursue or defend legal claims. The issues **we** may be able to help with are described in the Insured Events section.

- as soon as **you** become aware of a situation that may lead to a claim **you** should call **us**.
- if **your** claim is accepted **we** will provide **you** with a **lawyer** who specialises in the law relating to **your** claim. **You** do not have to find **your** own **lawyer**.
- the **lawyer** will first assess how likely **you** are to win **your** case. **We** call this 'prospects of success', and **we** explain this further in that section. The **lawyer** who is acting for **you** decides this.
- if the **lawyer** believes that **you** are more likely than not to win **your** case then they will pursue it for **you** and **we** will pay their **costs and expenses** up to the amount shown on **your schedule**.
- the **lawyer** will try to resolve **your** case with the other side.
- if they are unable to do so then the case may progress to a court, tribunal or other body who will decide the outcome. **You** may have to attend and give evidence.
- providing the prospects of success stay in **your** favour **we** will continue to pay for the **lawyer's costs and expenses** throughout the claim.

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

In determining whether or not costs are reasonable, Arc will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question acceptable. Specific factors Arc will take into account in making this determination are:

- The amount of money at stake
- The complexity of the case
- The geographical location of the policyholder and the other party to the action
- The stance of the other party
- The level of legal costs that would normally be incurred in using a specialist panel solicitor

Prospects Of Success

1. GATHER YOUR EVIDENCE

Should **you** wish to pursue a claim the **lawyer** will need **you** to provide as much information as possible to support **your** case. This could include any of the following where relevant:

- copy of contracts.
- witness details.
- correspondence with anyone regarding **your** claim.
- photographs.
- medical and/or expert reports.
- medical records.
- estimates/quotes for repairs.
- any documents received or sent to a court.
- a statement or diary of everything that has happened.
- receipts for expenses.
- the deeds to **your home**.
- any other information.

It is important that **you** tell **us** about a dispute as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.

2. THE LAWYER'S ASSESSMENT

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

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

then **we** will fund the case for **you**.

When considering **your** case the **lawyer**:

- a. has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.
- b. will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. will agree with **you**, where possible, a course of action where the costs and expenses would be considered reasonable by the court.

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

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

then **we** will not pay any further **costs and expenses** towards it. If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue.

Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

3. WHAT CAN I DO IF I DO NOT AGREE WITH THE LAWYER'S OPINION?

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

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

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

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

Insured Events

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

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

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

EMPLOYMENT DISPUTES

WHAT IS COVERED

- a dispute with **your** employer regarding **your** contract of employment including unfair dismissal.
- a breach of **your** legal rights under employment law.
- checking and advising on the terms of a **settlement** agreement.

WHAT IS NOT COVERED

- any disciplinary or grievance procedures at work.
- disputes with **your** employer which commenced before or within the first 30 days of this cover starting unless **you** had a similar policy which finished immediately before this cover began.

If **you** would like some more information about employment claims call the helpline on **0800 051 1701**.

COMMON EXAMPLES OF EMPLOYMENT DISPUTES

- claims through being unfairly selected for redundancy.
- claims against employers for constructive dismissal.
- claims for sex, race or age discrimination.
- claims against **your** employer for unpaid wages.
- claims for disability or illness discrimination including cancer.

Call the helpline on **0800 051 1701** to see if **your** situation may be covered.

If **you** need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on **0800 051 1701** for assistance.

PROPERTY DISPUTES

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent. **You** will not be covered for a claim which relates, in any way, to the letting out of a property.

WHAT IS COVERED

- a dispute relating to the interference of **your** use, enjoyment or right over **your home**.

- a dispute relating to damage to **your home**.
- a dispute regarding an agreement for the sale or purchase of **your home**.
- a dispute with **your** landlord regarding a tenancy agreement to rent **your home**.
- a dispute with a contractor in relation to work on **your home**.

WHAT IS NOT COVERED

- a claim relating to quarrying, gas extraction or other major land works where the effect is not limited specifically to **your home**.
- a claim relating to planning including town and country planning legislation.

If **you** would like some more information about property claims call the helpline on **0800 051 1701**.

COMMON EXAMPLES OF PROPERTY DISPUTES

- where a neighbour's overgrowing ivy or leylandii damages **your home**.
- boundary disputes regarding building work or fences.
- rights of way disputes especially over shared driveways.
- noise and other nuisance disputes e.g. tree root encroachment.
- interference with drains or sewers by building work.

Call the helpline on **0800 051 1701** to see if **your** situation may be covered.

CONSUMER DISPUTES

WHAT IS COVERED

- a dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.

WHAT IS NOT COVERED

- any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

If **you** would like some more information about consumer claims call the helpline on **0800 051 1701**.

COMMON EXAMPLES OF CONSUMER CLAIMS

- the purchase of motor vehicles and caravans from a garage.
- disputes for defective kitchens and kitchen appliances.
- claims against travel agents for breach of contract.
- defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers.
- a dispute relating to the purchase of animals.
- disputes with retailers regarding faulty goods.

Call the helpline on **0800 051 1701** to see if **your** situation may be covered.

PERSONAL INJURY

WHAT IS COVERED

- a claim following an incident that causes death or injury to **you**.

WHAT IS NOT COVERED

- any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury.
- any claim relating to **your** own injury or death in a **motorised vehicle** that **you** are driving.

If **you** would like some more information about personal injury claims call the helpline on **0800 051 1701**.

COMMON EXAMPLES OF PERSONAL INJURY CLAIMS

- trips or slips whilst at work.
- operating machinery which is faulty or **you** are not properly trained to use.
- trips or slips in a shop.
- injuries following an assault.
- passengers being injured in cars or on buses.
- food poisoning.
- being knocked off a bike by a motorist.

Call the helpline on **0800 051 1701** to see if **your** situation may be covered.

Medical or Cosmetic Negligence

WHAT IS COVERED

- claims relating to medical negligence which causes death or injury to **you**.
- claims relating to cosmetic negligence which causes death or injury to **you**.

WHAT IS NOT COVERED

- cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

If **you** would like some more information about medical or cosmetic negligence claims call the helpline on **0800 051 1701**.

COMMON EXAMPLES OF MEDICAL OR COSMETIC NEGLIGENCE CLAIMS

- surgery which has not been carried out correctly.
- failure to diagnose an illness or injury correctly.
- a dentist removing a healthy tooth by mistake.
- negligence during child birth.
- errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery.

Call the helpline on **0800 051 1701** to see if **your** situation may be covered.

Medical and cosmetic negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for **your** care.

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

Family Legal Protection Conditions & Exclusions

We will not pay for:

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

- any claim relating to compulsory purchase or to major works where the effect is not specific to **your home** but is more widespread e.g. work on roads, railways and airports.
- any claim made by anyone other than **you** or **your** family attempting to enforce their rights under this cover.
- where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.
- an test case unless
 - the case relates to the interpretation of a newly or recently enacted law, and
 - our lawyer** agrees that the case is more likely than not to be successful.

when a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

- claim resulting from anything set out in the general exclusions section.

The following conditions also apply to this section:

1. CLAIMS

- freedom to choose **your lawyer**
 - if court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist lawyer, **you** are free to choose **your own lawyer** by sending **us** their name and address.
 - we** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment which are available on request.
 - subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.
- our** rights and **your** obligations
 - we** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your** claim.
 - you** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.

- at **our** request **you** must give the **lawyer** any instructions that **we** require.
- you** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
- if **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable **settlement**, **we** may refuse to pay any further **costs or expenses**.
- no agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.
- our** rights to stop **your** claim

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

- settle a claim or withdraw a claim without **our** prior agreement.
- do not give clear instructions when requested by the **lawyer**.
- dismiss a **lawyer** without **our** prior consent.

We will not withhold consent without good reason.

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

2. RECOVERY OF COSTS

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

3. DISPUTES

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in **our** complaints procedure section.

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the **lawyer's** opinion?' On page 19.

4. GENERAL CONDITIONS

Please refer to the general conditions section.

General Conditions

These conditions apply to all sections of the policy, except Family Legal Protection.

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.**

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

3. YOUR POLICY

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

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

4. CLAIMS

Your duties

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

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

- b. **contact us as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all relevant information we need to settle your claim;**
- c. **do all you reasonably can to get back any lost or stolen property and tell us without unnecessary delay if any property is then returned to you;**
- d. **send us all correspondence, legal documents or any other document unanswered;**
- e. **avoid discussing liability with anyone else without our permission.**

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** or any claim.

- b. **no property may be abandoned to us.**

LIMIT

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

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

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

5. FRAUD

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** 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, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

7A. MONTHLY PREMIUMS

if you are paying monthly premiums, these 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, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

7B. MONTHLY PAYMENT PLAN

If **you** are paying using an Aviva monthly credit facility, **you** must make regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy may not be valid.

If **you** require clarification on which of the above sections (7a and 7b) are applicable, please contact **your** insurance specialist.

8. CANCELLING THIS POLICY

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 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 discount for the time **we** have provided such cover.

If **you** cancel **your** policy **we** will also charge a fee of up to £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administration costs.

To cancel, please contact **your** insurance specialist at the address shown on **your schedule**.

9. OUR RIGHT TO CANCEL

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy 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 installments under an Aviva monthly credit facility). If premiums or installments payments 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 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 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 request, 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.

If **we** cancel the policy 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.

If **we** cancel the policy **we** will also charge of up to £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administration costs.

Important Note: The Consumer Insurance (Disclosure and Representation) 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.

10. 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.

11. INDEX LINKING

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

- a. **buildings - in line with any increase in the level of House Rebuilding Cost Index or any suitable alternative index we choose. Index-linking the buildings sum insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.**
- b. **personal belongings and contents (but not personal money, credit and debit cards, where the sums insured are not index linked.) - in line with any increase in the level of Retail Prices Index or any suitable alternative index we choose.**

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

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

General Exclusions

This policy does not cover:

1. WAR

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil unrest 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.

4. RADIOACTIVITY

Loss, damage or liability which involves:

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

5. SONIC BANGS

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

6. POLLUTION OR CONTAMINATION

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

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

7. DELIBERATE ACTS

any loss or damage

- deliberately caused by; or
- arising from a criminal act committed by; **you**, or by any other person living with **you**.

8. EVENTS BEFORE THE COVER START DATE

Loss, damage, injury or liability which occurred before the cover under this policy started.

Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

IF YOUR COMPLAINT IS IN RELATION TO CAROLE NASH:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

By e-mail: complaints@carolenash.com

IF YOUR COMPLAINT IS IN RELATION TO THE INSURER:

If **your** complaint is in relation to the insurer, please write to the Chief Executive at the address shown in **your** Policy **Schedule**.

FINANCIAL OMBUDSMAN SERVICE

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis. The address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
UK

Phone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the Insurer the opportunity to resolve it.

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 and Carole Nash are both covered by the Financial Services compensation scheme (FSCS). **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 10th floor, Beaufort House, 15 St. Botolph Street London EC3A 7QU or by phone on 0207 741 4100.



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THIS POLICY AND OTHER ASSOCIATED DOCUMENTATION ARE ALSO AVAILABLE IN LARGE PRINT, AUDIO AND BRAILLE. IF YOU REQUIRE THESE FORMATS PLEASE CONTACT CAROLE NASH INSURANCE CONSULTANTS LTD.

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