

# HOME PLUS



## INSURANCE DOCUMENTS



**CAROLE NASH**  
The care it deserves

Six Wheel

Multi-Bike

Off Road

Custom

Future Classic

Classic

Vintage

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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.



**THE DEFINITIONS ON PAGES 5 AND 6 ALSO RELATE TO PAGES 1, 2, 3 AND 4.**

## **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.

## **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 0870 837 9710\*\*.

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

\*\*For our joint protection, telephone calls may be recorded and/or monitored. 0870 number charges may vary, please contact your network provider for details.

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## 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 AND IMPORTANT INFORMATION ABOUT YOUR INSURANCE

- insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- it is your responsibility to look after and regularly maintain your property.
- your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
  - tell us about changes which could affect your policy (see page 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.

## IMPORTANT INFORMATION ABOUT YOUR POLICY WORDING

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

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

#### YOUR CANCELLATION RIGHTS

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

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

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

To exercise your right to cancel your policy please contact your insurance adviser 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](http://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.

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 and important information about your insurance' for more information.

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

### EXCLUSIONS APPLYING TO THE BUILDINGS SECTION

Anything set out in the General Exclusions on page 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 accommodation 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](http://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 24.

#### 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 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. 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 landslip.**

### EXCLUSION

Damage resulting from the coast wearing away.

Damage caused by faulty materials, design or poor workmanship.

10. **falling trees or branches.**

## SECTION B

### CONTENTS TEMPORARILY REMOVED FROM THE HOME

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

- 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;**
- 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:

- radios, televisions, video players and recorders, home computers, recording and audio equipment in the home; Home Plus Policy 23**
- 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:

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

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

## SECTION G

### FOOD IN FREEZERS

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

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

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

### EXCLUSION

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

## SECTION 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 which would be covered under The Buildings section A and as a result, it cannot be lived in, we will pay for:

- a. rent payable to you;
- b. any reasonable additional accommodation 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 contents sum insured 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 overleaf)

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

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

happening during the period of insurance in:

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

and arising:

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

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

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

#### EXCLUSIONS

Liability in connection with the following:

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

- e. you living in or occupying land or buildings other than the home or its grounds;
- f. you owning land, buildings or other fixed property;
- g. deliberate or malicious acts;
- h. 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 24.

## 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:

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

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

### PAIRS, SETS AND SUITES

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

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

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

## PERSONAL BELONGINGS SECTION

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

### COVER

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

### EXCLUSIONS APPLYING TO THE PERSONAL BELONGINGS SECTION

Anything set out in the General Exclusions on page 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.

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.

\*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

### 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

This section only applies when shown on your schedule.

Family Legal Protection is underwritten by Aviva Insurance UK Ltd. Claims handling is undertaken by Arc Legal Assistance Limited or such other company as we notify you of from time to time.

### PERSONAL LEGAL ADVICE HELPLINE

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 and whether these can be best implemented by you or whether you need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice call us on 0800 051 1701\*.

### MAKING A CLAIM

To make a claim call us on 0800 051 1701\*.

As soon as you are aware of an event, you should get legal advice from the helpline without delay. Please have your policy number to hand as this will be requested when you call.

### DEFINITIONS

In this section wherever the following words or phrases appear in bold, they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

### APPOINTED REPRESENTATIVE

A suitably qualified person appointed by us to act on your behalf.

### CONSUMER

A natural person acting for purposes which are outside his/her trade, business or profession.

### COSTS AND EXPENSES

- a. all reasonable and necessary legal costs charged by the appointed representative and agreed by us.**
- b. legal costs which you have been ordered to pay by a court or other body which we have agreed to or authorised.**

### EVENT

The incident or the first in a series of incidents (as described in the Insured events section) which, in our reasonable opinion, could lead to a claim being made under this section of the policy.

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

In claims relating to medical treatment, event means the date when you or your personal representative first knew or should have known of an injury or death caused by the medical treatment.

In claims relating to loss of employment, event means the date the law says your contract of employment comes to an end.

Only one event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

### HOME

The policyholder's permanent private residence as shown on your schedule, within the territorial limits.

### LEGAL PROCEEDINGS

- a. for the pursuit or defence of a claim for damages;**
- b. specific performance;**
- c. injunction;**

dealt with by:

- negotiation;
- a civil court;
- a tribunal;
- arbitration;
- any other body

which we have agreed to or authorised.

### MEDICAL TREATMENT

The consultation and / or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for the clinical care of an insured person.

### PROSPECTS OF SUCCESS

In respect of all claims it is always more likely than not that you will:

- a. recover damages or obtain any other legal remedy which we have agreed to;**
- b. make a successful defence;**
- c. make a successful appeal or defence of an appeal;**
- d. recover damages which are higher than any cost and expenses which may be incurred.**

Prospects of success will be assessed by us or an appointed representative on our behalf

### TERRITORIAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

## COVER

We will insure you for any costs and expenses incurred in respect of legal proceedings arising from a circumstance as described in the Insured events section (see page 33) provided that:

- a. **the event occurs within the territorial limits and during the period of insurance;**
- b. **any legal proceedings will be conducted within the territorial limits;**
- c. **prospects of success exist for the duration of the claim;**
- d. **in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal;**
- e. **the maximum amount we will pay for costs and expenses in respect of any or all claims arising from one cause is the amount shown on your schedule;**
- f. **you report an event to us as soon as possible and in all cases within 180 days of any circumstances which may give rise to any claim under this section.**

## INSURED EVENTS

### 1. PERSONAL INJURY

- a. **an incident which causes death or bodily injury to you;**
- b. **physical damage to your personal belongings due to an incident which caused death or bodily injury to you;**
- c. **medical treatment which causes death or bodily injury to you.**

We will not cover any claim relating to:

- a motor vehicle whilst you are driving;
- any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

### 2. CONSUMER DISPUTES

- a. **an incident that results in a dispute regarding an agreement for the**
  - sale;
  - purchase;
  - hire

of any goods or services entered into by you in your capacity as a consumer.

### Data Protection Act 1998

The Data Protection Act 1998 provides for the regulation of the use of information relating to living individuals. Section 13 relates to the right of an individual who has suffered damage as a result of a contravention of his or her rights under the Data Protection Act to claim compensation. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk), the website of the Information Commissioner (ico.gov.uk) or contact the Citizens Advice Bureau.

### b. a breach of your legal rights under section 13 of the Data Protection Act 1998.

We will not cover any claim:

- where the amount in dispute is less than £125;
- where the agreement was made prior to the period of insurance for this section unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made;
- in relation to extending, altering or renovating buildings or parts of them.

### 3. PROPERTY DISPUTES

#### a. an incident that results in a dispute relating to:

- the interference of your use, enjoyment or right over your home;
- physical damage to your home.

We will not cover any claim relating to (a):

- in relation to extending, altering or renovating buildings or parts of them;
- relating to subsidence, heave, landslip, mining or quarrying;
- relating to planning law including town and country planning legislation;
- in respect of the defence of a claim relating to damage to your home, other than defending a counter-claim.

#### b. an incident that results in a dispute regarding an agreement for the sale or purchase of your main private residence.

We will not cover any claim relating to (b):

- where the agreement was made prior to the inception of this section unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made;
- in relation to extending, altering or renovating buildings or parts of them.

#### c. an incident that results in a dispute with your landlord regarding a tenancy agreement that you have entered into to rent your home.

We will not cover any claim relating to (c):

- relating to rent, service charges or renewal of the tenancy agreement;
- in respect of the defence of a claim other than defending a counter-claim;
- where the agreement was made prior to the

inception of this section unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

Under (a), (b) and (c) we will not cover any claim relating to a home which is not your main private residence.

### 4. EMPLOYMENT DISPUTES

An incident that results in a dispute with your employer regarding your contract of employment or a breach of your legal rights under employment laws.

We will not cover:

- any claim relating solely to personal injury;
- any disciplinary, investigatory or grievance procedure connected with your contract of employment or the costs associated with any compromise agreement;
- disputes with your employer which started prior to, or within 90 days of, inception of this cover unless you had similar cover which expired immediately before this cover began.

## FAMILY LEGAL PROTECTION EXCLUSIONS

The cover under this section will not apply in the following circumstances.

- a. **if you do not keep to the terms, exclusions and conditions of this section;**
- b. **if you can claim under another policy;**
- c. **costs and expenses incurred prior to our written acceptance of a claim;**
- d. **any legal action you take which we have not agreed to or where you do anything to hinder us or the appointed representative;**
- e. **any fines, penalties, compensation or damages which you are ordered to pay by a court or other authority;**
- f. **any claim deliberately or intentionally caused by you;**
- g. **any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters;**
- h. **any claim in respect of libel and slander;**

In the case of a dispute with your employer we strongly urge that you seek advice from the legal helpline at the outset to understand your rights and what you should do to try to resolve the dispute.

### The Contracts (Rights of Third Parties) Act 1999

This Act allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

- i. **a dispute with us (except for disputes covered under the Employment Disputes section)**
- j. **a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you**
- k. **a dispute between you and someone**
  - related to you or who is insured under this policy
  - you live with or have lived with;
- l. **any claim relating to work by or under the order of government, public or local authority;**
- m. **any claim related to leases, tenancies or a licence to occupy (except as provided for under Property Disputes part (c))**
- n. **an application for judicial review;**
- o. **any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.**
- p. **disputes relating to new areas of law, test cases or class actions;**
- q. **any claim we reasonably believe you knew, when you took out this insurance, was likely to happen;**
- r. **anything set out in the General Exclusions section on page 42.**

The following conditions apply to this section.

Also refer to the General Conditions section shown on page 38.

### 1. CLAIMS - YOUR DUTY

You must report an event to us as soon as possible and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

### 2. CLAIMS - LEGAL REPRESENTATION

- a. **on acceptance of a claim, if appropriate, we will appoint an appointed representative.**
- b. **if it is necessary to start court proceedings or there is a conflict of interest, you are free to nominate an appointed representative by sending to us the name and address of the suitably qualified person.**

You must confirm either

- i. that the person you nominate will not charge more than the appointed representative we would have appointed or
- ii. that you are willing to pay the difference between the cost of using your nominated appointed representative and the cost of using our choice of appointed representative.
- c. if we do not agree to your choice of appointed representative under condition 2b above, you may choose another suitably qualified person;
- d. if there is still a disagreement with regard to the appointed representative, we will ask the president of a relevant national law society to choose a suitably qualified person to represent you. We and you must accept such choice;
- e. in all other circumstances we will be free to choose an appointed representative;
- f. an appointed representative will be appointed by us and represent you according to our standard terms of appointment;

### 3. CLAIMS - OUR RIGHTS AND YOUR OBLIGATIONS

- a. we will have direct access to the appointed representative who will, upon request, provide us with any information or opinion on your claim;
- b. you must co-operate fully with us and the appointed representative and must keep us up-to-date with the progress of the claim;
- c. at our request you must give the appointed representative any instructions that we require;
- d. you must notify us immediately if anyone offers to settle a claim or makes a payment into court;
- e. if you do not accept a payment into Court or any offer where the appointed representative advises that this is a reasonable payment or offer, we may refuse to pay further costs and expenses.
- f. no agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

### 4. DISCONTINUANCE OF A CLAIM

If you:

- a. settle a claim or withdraw a claim without our prior agreement;
- b. do not give suitable instructions to the appointed representative;
- c. dismiss an appointed representative without our prior consent, our consent not to be withheld without good reason;

the cover we provide will end immediately and we will be entitled to reclaim any costs and expenses we have incurred from you.

### 5. RECOVERIES

You must take every available step to recover costs and expenses that we have to pay and must pay us any cost and expenses that are recovered.

### 6. DISPUTES

If any difference arises between us and you in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the steps outlined in our Complaints Procedure on page 8.

### 7. ARBITRATION

You have the right to refer any difference that arises between us and you in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by us and you.

If there is a disagreement with regard to the choice of counsel, we will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

## 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 less 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. We may also tell the police.

## 6. OTHER INSURANCE

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

## 7. MONTHLY PREMIUMS

- a. **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 on the date it is due, we will have the right to cancel the policy on that date. If we cancel your insurance for this reason, we will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

### MONTHLY INSTALMENTS UNDER A CREDIT AGREEMENT

- b. **if you are paying your premium using our monthly credit facility you must make the regular monthly payments as per the terms of your credit agreement.**

If you fail to do this, we reserve the right to cancel your insurance in accordance with the terms of your credit agreement. If we cancel your insurance for this reason, we will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

If the credit agreement requires you to pay a deposit, you are required to pay the deposit by the date the insurance starts or the policy will not be valid.

If you require clarification on which of the above sections are applicable, please contact your insurance adviser.

## 8. CANCELLING THIS POLICY

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 subject to a deduction for the time for which you have been covered.

This will be calculated on a pro-rata basis for the period for which you received cover and there will also be an additional charge of up to £10 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

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

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

If you do not pay the premium by the due date (or any part of the premium required under any monthly premiums option you have chosen) we may cancel this policy with effect from the end of the last month for which the premium has been paid, or from the date the insurance starts if the first premium has not been paid in full. If we cancel your insurance for this reason, we will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

If you are paying your premium using our monthly credit facility and you do not make regular monthly payments as per the terms of your credit agreement, we reserve the right to cancel your insurance in accordance with the terms of your credit agreement. If we cancel your insurance for this reason, we will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax, where applicable).

## 9. 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.

## 10. ARBITRATION

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

## 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

### 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  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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. If you are eligible to claim from the FSCS, compensation is available as follows :

- compulsory classes of insurance (such as Third Party Motor Liability), are covered for 100% of the claim without any upper limit.
- for other classes of business, insurance advising and arranging and your insurance are covered for 90% of the claim, without any upper limit.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://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.



**CAROLE NASH**  
The care it deserves

**HOME PLUS CLUBLINE**

**24 HOURS A DAY, 365 DAYS A YEAR**

In an emergency call

**0800 012345\***

For easy reference use the attached card with the Clubline number. Simply write your policy number on it and keep the card somewhere you can quickly lay your hands on it.

\* For our joint protection, telephone calls may be recorded and/or monitored. 0870 number charges may vary, please contact your network provider for details.

# **HOME PLUS CLUBLINE**



***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.***

## **Carole Nash Insurance Consultants Limited**

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