



bright

**home insurance
policy wording**

Welcome to Bright Home Insurance Policy

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

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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 7)
 - make sure that your sums insured are high enough to cover the property to be insured (see pages 16, 20, and 24)
 - take reasonable care of your property (see page 26).
- It is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

Making a Claim - Contact Points

Should you need to make a claim under this policy, please call Aviva on 0800 012345*.

In all cases, please quote your policy number.

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

The right level of cover Don't leave yourself short

How much should you insure for?

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

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

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

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

Do you have the right cover?

This home insurance policy has been designed to provide key elements of cover that protect your home. No cover is provided under this policy for accidental damage to buildings or contents.

You should take time to read and understand the extent of cover that this policy provides. To make sure that it provides you with the protection that you require, you should refer to this policy booklet. It is your responsibility to ensure that this cover fully meets your needs.

If you would like to discuss the cover that this policy provides, please contact your insurance adviser.

Complaints Procedure

Our Promise of Service

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

What will happen if you complain

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

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

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Source Insurance Limited at Global Reach, Dunleavy Drive, Celtic Gateway, Cardiff CF11 0SN, or telephone (029) 2026 5265.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

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

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

Useful information about your policy wording

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **DEFINITIONS** section starting on page 9, unless otherwise shown for any policy section.

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

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

Your Cancellation Rights

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

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

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

To cancel, please contact Source Insurance Limited at Global Reach, Dunleavy Drive, Celtic Gateway, Cardiff CF11 0SN, or telephone (029) 2026 5265.

If **you** do not exercise **your** right to cancel **your** policy it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the **General Conditions** section of this booklet.

Customers with Disabilities

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

Choice of Law

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

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

Useful information about your policy wording continued

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 www.fscs.org.uk.

Telephone Call Recording

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

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

The Contract of Insurance

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

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

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

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

Information and changes we need to know about

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

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

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

- 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, Channel Islands and the Isle of Man.

Buildings

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

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

Contents

Household items and personal belongings:

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

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

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

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

Excess

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

Home

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

Homeworking equipment

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

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

Period of insurance

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

Personal money

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

Road Traffic Acts

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

Schedule

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

Sum Insured

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

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

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

Valuables

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

We, Our, Us

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

You, Your

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

Contents section

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

Exclusions applying to the contents section

Anything set out in the General Exclusions on page 29.

*£200 excess (but not for escape of water where the **excess** is £250, and Sections H, K and N where there is no **excess**).*

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

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

Cover Section A

Contents in the home

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

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

Exclusion applying to 1b

Loss or damage that happens gradually.

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

Exclusion applying to 3a

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

Exclusions applying to 3b

Malicious damage caused by:

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

*Loss or damage that happens after the **home** has been left **unoccupied** for more than 30 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 30 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 30 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 30 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 **your home** to:

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

We will not pay more than £5,000 for any one incident.

Exclusions applying to a

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

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

Exclusions applying to b

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

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

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

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

Section C

Contents in the open

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

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

Exclusions

*Loss or damage that happens after the home has been left **unfurnished** for more than 30 days in a row.*

Loss of or damage to pedal cycles.

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

Food in freezers

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

- a. a rise or fall in temperature;
- 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 F

Fuel and metered water

Accidental loss of:

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

Section G

Alternative accommodation

If the **home** is damaged by any cause listed under Section A and, as a result, it cannot be lived in, **we** will pay any reasonable accommodation expenses until the **home** is ready to be lived in.

We will not pay more than £7,000 for any one incident.

Section H

Fatal injury benefit

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

Section I

Household removals

Loss of or damage to **contents** while being moved by professional furniture removers from **your home** to **your** new permanent **home** (including temporary

storage in a furniture depository for up to seven days in a row) in the **British Isles**.

Exclusions

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

Section J

Wedding gifts

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

Section K

Occupiers', personal and employer's liability (see important note on the next page)

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 toys and models remotely controlled by a pedestrian;
- c. caravans;
- d. boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - toys and models remotely controlled by a pedestrian;
- e. **you** living in or occupying land or **buildings** other than **your home** or its grounds;
- f. *you* owning land, **buildings** or other fixed property;
- g. deliberate or malicious acts;
- h. HIV and HIV-related illnesses, including AIDS;
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- j. any agreement except to the extent that **you** would have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **you** or is in **your** care or control;
- m. bodily injury or illness to **you**.

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

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

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.

Section L

Tenant's liability

We will provide cover up to £8,000 if **you** are legally responsible as a tenant for the following:

- a. loss of or damage to **your 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 **your home**;
- c. **accidental damage** to cables or underground pipes which provide services to or from the **buildings** and septic tanks and drain inspection covers.

Exclusions

Loss or damage excluded in Section A.

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

Exclusion applying to c

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

Section M

Title deeds

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

Section N

Emergency access

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

Section O

Religious festivals

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

Sum insured condition

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

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

Settling contents claims

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

A deduction for wear and tear will apply for:

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

What we will pay

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

These sections apply only if they are shown on your schedule.

Cover

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

Exclusions applying to the personal belongings section

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

*£200 excess (but not for escape of water where the **excess** is £250).*

*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

This section only applies if shown on your schedule

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.

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

This section only applies if shown on your schedule

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

This section only applies if shown on your schedule

Pedal cycles

Loss of or damage to your pedal cycles.

Exclusions applying to pedal cycles only

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

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

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

Sum insured condition

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

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

Settling personal belongings claims

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

A deduction for wear and tear will apply for clothing.

What we will pay

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

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

Pairs, sets and suites

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

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

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

Buildings section

Your policy does not cover wear and tear. Please refer to Page 2 “Helpful and important information about your insurance” for more information. This section applies only if it is shown on your schedule.

Exclusions applying to the buildings section

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

£200 excess (but not for subsidence, heave and landslip, where the excess is £1,000, or escape of water where the excess is £250).

No excess applies to Sections C and E.

The following applies to all sections, except Section E:

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

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

Cover Section A

The buildings

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

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

Exclusion applying to 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 30 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 30 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 30 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 30 days in a row.*

Loss or damage caused by:

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

8. Falling radio and television aerials and dishes, and their fittings and masts.

9. Subsidence or heave of the land that the **buildings** stand on, or landslip.

Exclusions

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

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

Damage resulting from the coast wearing away.

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

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

Damage caused by faulty materials, design or poor workmanship.

10. Falling trees or branches.

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

- a. the fallen part of the tree;
- b. the 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 that authorised by the relevant professional institute.

b. The necessary cost of removing debris and demolishing or supporting the damaged parts of the **buildings**, which **we** have agreed to pay.

- c. The cost of meeting building regulations or municipal or local authority by-laws.

Exclusion applying to a

Fees for preparing any claim.

Exclusion applying to c

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

Section B

Loss of rent and the cost of alternative accommodation

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

- a. any ground rent **you** still have to pay, for up to two years;
- b. any reasonable accommodation expenses

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

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

Section C

Emergency access

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

Section D

Tracing and accessing leaks

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

Section E

(see the important note on the next page)

Your liability to the public

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

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

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

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

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

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

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

Exclusions

Liability:

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

Section F

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 buyer 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.

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.

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.

Settling buildings claims

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

What we will pay

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

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

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

Pairs, sets and suites

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

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

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

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

General Conditions

These conditions apply to all sections of the policy.

1. Important Notice - Information we need to know about

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

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

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

2. Your duty to prevent loss or damage

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

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

4. Claims

Your duties

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

- a. tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b. contact **us** as soon as reasonably possible and provide all the information and help **we** need;
- c. do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**;
- d. send **us** all correspondence, legal documents or any other document unanswered;
- e. avoid discussing liability with anyone else without **our** permission.

Proof of value and ownership

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

Our rights

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

Limit

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

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

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

5. Fraud

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

6. Other insurance

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

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

7. Cancelling this policy

(a) Your right to cancel

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

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

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

(b) Our right to cancel

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days'

written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of installments under an Aviva monthly credit facility). If premiums or installment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims' section of the **General Conditions** in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the '**CONTRACT OF INSURANCE AND INFORMATION AND CHANGES WE NEED TO KNOW ABOUT**' section in this policy booklet and the separate "Important Information" notices supplied.

If **we** cancel the policy and/or any additional cover options provided by Aviva under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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

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

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

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

9. Index Linking

Where **you** have specified the **buildings** and personal belongings **sums insured** on **your 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. Specified personal belongings (but not unspecified clothing and personal belongings, **personal money**, credit and debit cards and pedal cycles 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.
- c. Pedal cycles - if **you** have chosen to increase the limit of pedal cycles cover to a greater amount than is automatically provided under the personal belongings section, this higher limit will be index linked.

Where **we** have provided **you** with blanket levels of cover under **buildings** or **contents**, index linking will not apply.

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

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

General Exclusions

This policy does not cover:

1. War

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

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

2. Terrorism

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

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

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

- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

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

3. Other Actions

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

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

4. Radioactivity

Loss, damage or liability which involves:

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

5. Sonic bangs

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

6. Pollution or contamination

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

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

7. Deliberate Acts

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



Aviva Insurance Limited

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