

STRIDE

The Independent Insurance Specialists

Tenants Contents Policy

Welcome to the STRIDE Tenants Contents Policy

Thank you for choosing STRIDE Tenants Contents, which is underwritten by Aviva. The UK's largest Insurer.

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Legal and Tax Assistance

Free advice on 0800 051 1701.

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

Legal advice

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

Tax advice

Need advice on tax relief and allowances? Inheritance tax? Capital gains tax? The helpline can also help you with all of these and many other personal tax problems.

Advice is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Our service to you

Complaints procedure.

Our Promise of Service

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

What will happen if you complain?

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints following assessment and investigation 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 should you be dissatisfied

Step 1 Seek resolution by contacting STRIDE Limited

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact:

STRIDE Limited
Birch House
Parklands Business Park
Forest Road, Denmead
Hampshire
PO7 6XP

Or Telephone 023 9224 8790

Step 2 Refer your complaint to our Chief Executive.

If you remain unhappy with the decision you receive, you may write to the Chief Executive.

Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich NR1 3N5

Or telephone 0845 6718007

Step 3 Refer Your complaint to the Financial Ombudsman Service.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaz
183 Marsh Wall
London E1495R

Please note, the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are one of the following:

- a private policyholder;
- a business with a group annual turnover of less than £1 million;
- a charity with an annual income of less than £1 million; or
- a trustee of a trust with a net asset value of less than £1 million.

If we can't resolve your complaint within 40 working days, the FOS will accept a direct referral.

We're bound by the decision of the FOS, but you're not. By following our complaints procedure your legal rights are not affected.

Financial Services Compensation Scheme

We're members of the Financial Services Compensation Scheme (FSCS). If we don't meet our obligations you may be entitled to compensation from this scheme, depending on the type of insurance and the circumstances of your claim.

For compulsory classes of cover, e.g. Employer's Liability, you're covered in full for any claim. For any other type of claim, you're covered for all of the first £2,000 and 90% of the remainder – in each case, without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme,
7th Floor Lloyds Chambers,
Portsoken Street,
London E1 8BN.

Your cancellation rights

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

If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid.

Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered. This is calculated on a pro-rata basis. There may also be an additional charge to cover the administration cost of providing the policy.

Please contact STRIDE Limited for precise details of the position applying under your policy.

To cancel your policy please contact:
STRIDE Limited, Birch House, Parklands
Business Park, Forest Road, Denmead,
Hampshire, PO7 6XP or
telephone 023 9224 8790

If you don't cancel your policy it will continue in force and you'll need 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

If you make any adjustments to your policy we reserve the right to apply a charge (subject to Insurance Premium Tax where applicable). Please contact your insurance adviser for precise details of the position applying under your policy.

Additional covers – refund of premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period. Please contact your insurance adviser for precise details of the position applying under your policy.

Customers with disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, please contact [STRIDE Limited](#).

How to claim

If you want to make a claim under this policy please call **0800 068 7793**.

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 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 payouts for any claim.

Index linking

The sum(s) insured for specified items of Personal Belongings will change each month and be updated each year at renewal in line with any increase in the level of the Retail Prices Index or any suitable alternative index we choose.

The amended sum (or sums) insured and renewal premium will be shown on your renewal notice.

Tenants Contents

Introduction to the 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 aren't right or if it doesn't provide the cover you need, please return the Schedule to **STRIDE Limited** immediately.

The contract of insurance

This policy is a contract between you and us, Aviva Insurance UK Limited, and is based on the information you gave us when you applied for this insurance.

In return for your premium, we will provide the cover shown in the Schedule during the period of insurance.

Choice of law

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

- a. you and we, the Insurer, 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.

Changes we need to know about

Please tell your insurance adviser immediately if there are any changes which may affect this insurance. For example:

- the people to be insured;
- the sums insured are not adequate;
- your home is to be left unoccupied for more than 60 days in a row; and/or
- criminal convictions or cautions of the people insured.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Definitions

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

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

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

Contents

Household items and personal belongings:

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

This includes **Personal money** up to £300, credit cards 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;
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;

- any part of the structure of **Your Home** including ceilings, wallpaper and the like;
- items used for business or professional purposes other than **Homeworking equipment**; or
- any living creature.

Excess

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

Home

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

Homeworking equipment

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

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

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

Period of insurance

The period of time the insurance is provided for under this policy, as set out in the Schedule, and any other period the policy is renewed for.

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.

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.

You, Your

The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them.

Contents section

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

Exclusions applying to the contents section

See also the General Exclusions on page 30.

The **Excess** shown in your schedule apart from sections J, M and P where there is no **Excess**.

The following exclusion applied to 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 data.

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 to strikes by the company (or its employees) supplying **Your** power.*

Exclusions applying to 3b

Malicious damage caused by:

- **You**; or
- Pay guests or tenants

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

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

Exclusion applying to 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 get into the **Home**.*

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

Theft:

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

*Loss or damage caused by **You***

***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.

10. Falling trees or branches.

Section B

Contents temporarily removed from the home

Loss of or damage to **Contents** by any of the causes listed under section A while temporarily removed from **Your Home** to:

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

We will not pay more than £2,500 for any one incident.

Exclusions applying to a

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

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

Exclusions applying to b

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

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

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

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

Section C

Accidental damage to audio, video and computer equipment

Accidental damage to:

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

Exclusions

Electrical or mechanical breakdown.

Computers or computer equipment designed to be portable.

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

Loss in value.

Damage caused by:

- *chewing, scratching, tearing or fouling by domestic animals;*
- *wear and tear;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *failure to use in line with the manufacturer's instructions; or*
- *anything that happens gradually.*

Section D

Glass and mirrors

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

Section E

Contents in the open

Loss of or damage to **Contents** by any of the causes listed under section A happening in the open on land belonging to the **Home**.

We will not pay more than £500 for any one incident.

Exclusions

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

Loss of or damage to pedal cycles.

Section F

Replacement locks

If keys to the locks of:

- a. external doors of the **Home**; or
 - b. alarm systems or domestic safes fitted in the **Home**
- are accidentally lost or stolen **We** will pay the cost of replacing the locks or lock mechanisms.

Section G

Food in freezers

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

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

We will not pay more than £300 for any one incident.

Exclusion

*Loss or damage caused by a deliberate act of the company (or its employees) supplying **Your** power.*

Section H

Fuel and metered water

Accidental loss of:

- a. domestic heating fuel; or
- b. metered water up to £500.

Section I

Alternative accommodation

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

We will not pay more than 20% of the 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 **Your Home** by fire, explosion, lightning or intruders. For **Us** to pay a claim, **Your** death must happen within three months of the incident.

Section K

Household removals

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

Exclusions

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

Section L

Wedding gifts

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

Section M

Occupiers', personal and employer's liability

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

- accidental bodily injury or illness; or
- accidental loss of or damage to property; happening during the **Period of insurance** in:
 - the **British Isles**; or
 - the rest of the world for temporary visits; and arising:
- as occupier (not as owner) of the **Home** and its land; or
- in a personal capacity (not as occupier or owner of any building or land); or
- as employer of a domestic employee.

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

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

Exclusions

Liability in connection with the following:

- a. **You** (or anyone on **Your** behalf) owning, possessing or using any **Motorised vehicle**;*
- b. aircraft other than 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 **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, unless **You** would have been liable without the agreement;*
- k. *any trade, business or profession;*
- l. *loss of or damage to property which belongs to **You** or is in **Your** care or control; and*
- m. *bodily injury or illness to **You**.*

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

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

Section N

Tenant's liability

We will provide cover up to £2,500 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); or
 - 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 O

Deeds and Documents

We will pay up to £250 for any one occurrence for loss of or damage by any of the causes listed under section A to documents (other than money), which are **Your** property, while they are in **Your Home** or in a safe deposit, bank or solicitors strong room.

Section P

Emergency access

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

Section Q

Other accidental damage

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

Exclusions

Food in freezers, clothing, contact lenses, stamps and pedal cycles.

Loss in value.

Indirect loss.

Damage caused by:

- wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;

- *chewing, scratching, tearing or fouling by domestic animals;*
- *the process of cleaning, washing, repairing or restoring any item;*
- *electrical or mechanical breakdown; or*
- *paying guests or tenants.*

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

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

Section R

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; and
- property that doesn’t belong to **You**, unless **You** are legally responsible for the cost of replacement as new under the terms of an agreement.

What we will pay

The most **We** will pay for loss or damage arising out of one incident is the **Contents** sum insured shown in the Schedule.

Personal Belongings section

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

Cover

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

Exclusions applying to the personal belongings section

See also the General Exclusions on page 30.

*The **Excess** shown in your schedule.*

*Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than £1,000 for any one incident.*

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

Loss in value.

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

Confiscation or detention by Customs or other officials.

Electrical or mechanical breakdown.

Indirect loss.

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***

*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 the Schedule.

Exclusions applying to clothing and personal belongings only

Personal money and credit and debit cards.

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

Contact and corneal cap or micro lenses.

Securities (stocks and shares).

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

Business goods and equipment.

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

Any living creature.

Section B

Personal money and credit and debit cards

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

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

Exclusions applying to personal money and credit and debit cards only

Shortages due to error or omission.

Losses not reported to the police.

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

Section C

Pedal cycles

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

Exclusions applying to pedal cycles only

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

*Theft 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 in the Schedule.

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

Pairs, sets and suites

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

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

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

Family Legal Protection

This cover only applies if it is shown in the Schedule and the relevant premium has been paid.

Making a claim

We will give **You** confidential advice over the telephone on any personal legal matter under the laws of Great Britain, 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 or making 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

These definitions apply as well as those shown on pages 8 and 9. 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.

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

Appointed representative

The lawyer or other suitably qualified person appointed by **Us** to act on **Your** behalf.

Costs and expenses (up to the **Limit of indemnity**)

- 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 first incident which, in **Our** reasonable opinion, could lead to a claim being made under this section of the policy. In disputes about loss of employment, **Event** means the date the law says **Your** contract of employment comes to an end.

Home

The policyholder's permanent private residence as shown in the Schedule, within the **Territorial limits**.

Legal proceedings

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.

Limit of indemnity

The maximum amount shown in the Schedule which **We** will pay for an **Event**. **We** will treat all **Events** that are linked by cause or time as one **Event**.

Period of insurance

The period of **Your** legal expenses cover, as set out in the Schedule, which is not more than 12 calendar months.

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; and/or
- c. make a successful appeal or defence of an appeal.

Prospects of success will be assessed by **Us** or an **Appointed representative** on **Our** behalf.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We, Our, Us

Aviva Insurance UK Limited.

You, Your

- The policyholder named in the schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- Members of **Your** family who live with **You** permanently.

Cover

We will insure **You** for any costs and expenses incurred in respect of **Legal proceedings** following an insured incident provided that:

- a. the insured incident occurs within the **Territorial limits** and **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 in **Your** Schedule; and/or
- f. **You** report an insured incident to **Us** as soon as possible and in any event no later than 180 days after the date **You** knew or should have known about the insured incident.

Insured incidents

1. Personal injury

- a. An event which causes death or bodily injury to **You**.
- b. Physical damage to **Your** personal belongings due to an event which caused death or bodily injury to **You**.

We will not cover any claim relating to:

- *a motor vehicle whilst You are driving; and/or*
- *any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.*
- c. Medical treatment which causes death or bodily injury to **You**.

2. Consumer disputes

- a. A dispute regarding an agreement for the:
 - sale;
 - purchase; or
 - hire
 of any goods or services by **You** in a personal capacity.

We will not cover any claim:

- *where the amount in dispute is less than £125;*
- *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 since the agreement was made;*
- *in relation to extending, altering or renovating Buildings or parts of them; or*
- *relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under section conditions 6 and 7 of this section.*
- b. A breach of **Your** legal rights under section 13 of the Data Protection Act 1998.

3. Property disputes

- a. A dispute relating to:
- the interference of **Your** use, enjoyment or right over **Your Home**; and/or
 - physical damage to **Your Home**.

We will not cover any claim:

- *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; and/or*
- *in respect of the defence of a claim relating to damage to Your Home, other than defending a counter-claim.*

- b. A dispute regarding an agreement for the sale or purchase of **Your** main private residence.

We will not cover any 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 since the agreement was made.*
- c. 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 rent, service charges or renewal of the tenancy agreement; or*
- *in respect of the defence of a claim other than defending a counter-claim.*

4. Employment disputes

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.

Section exclusions

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

Also refer to the General Exclusions shown on page 41.

- If You do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if You can claim under another policy.*
- Cost and expenses incurred prior to Our written acceptance of a claim.*
- Any legal action You take which We have not agreed to or where You do anything to hinder Us or the Appointed representative.*
- Any fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.*

- e. Any claim deliberately or intentionally caused by **You**.
- f. Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters.
- g. Any claim in respect of libel and slander.
- h. A dispute with **Us** other than as catered for in section conditions 6 and 7 of this section.
- i. Any claim relating to work by or under the order of government, public or local authority.
- j. An application for judicial review.
- k. 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.

Section conditions

The following conditions apply to this section.

Also refer to the General Conditions shown on pages 27–29.

1. Claims – your duty

You must report an Insured incident to **Us** as soon as possible and in any event no later than 180 days after the date that **You** knew or should have known about the insured incident.

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.
- 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 the recommendation of the **Appointed representative** to accept a reasonable offer or payment into court to settle a claim, **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**; or
- c. dismiss an **Appointed representative** without **Our** prior consent;

the cover **We** provide will end immediately and **We** will be entitled to re-claim 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 **Costs 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 stated under **Our** Promise of Service.

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. 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.

2. Your policy

Your policy includes:

- **Your** Schedule;
- the relevant sections of this booklet;
- any clauses which apply to **Your** cover.

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

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

- a. **We** may:
 - take over and defend or settle any claim in **Your** name; or
 - prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- b. **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

Limit

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

- a. up to the limit shown in the policy (less any amounts already paid as compensation); or
- b. any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying **Costs and expenses** **You** incurred before the payment date.

4. 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.

5. 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.

6. Monthly premiums

If **You** have chosen to pay monthly premiums, these will be due on the start date of insurance shown in the Schedule and on the same date of each following month. If **You** do not pay the first premium, this policy will not be valid. 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.

7. Cancelling this policy

- a. Following the expiry of any 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 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 may be an additional charge (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy. Please contact your insurance adviser for precise details of the position applying under **YOUR** policy.

- b. **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 (or any part of the premium under the payment option **You** have chosen), by the due date, **We** may cancel this policy with effect from the end of the last period for which a payment has been made.

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. 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**.

General Exclusions

This policy does not cover:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:-

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

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism, regardless of any other contributing 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, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

This paragraph 2 applies only in respect of Contents and Personal Belongings sections of this policy.

3. Any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

4. Radioactivity

Loss, damage or liability which involves:

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

5. Sonic bangs

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

6. Pollution or contamination

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

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

Index linking

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

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.

The new sums insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce sums insured if an index value reduces, unless **You** ask **Us** to do so.

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