


M&S HOME INSURANCE

—
Policy Booklet
—

How to get help

Claims	Contact Please have your policy number to hand when you call	Opening hours
Home claims	<p>You can make a claim online at https://bank.marksandspencer.com/insurance/home-insurance/manage-your-policy/</p> <p>Alternatively, call 0800 051 2556 to report any Home claims.</p> <p>Scan this code to automatically create a Contact in your mobile phone for our claims team</p> 	24 hours a day 365 days a year
Legal expenses claims	0800 051 4004	
Home emergency claims	0800 051 2658	
Personal Legal and Tax helpline You will only be able to use the helpline if you have taken out Legal expenses cover. (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man)	0800 051 4004	24 hours a day 365 days a year
Customer Services		
Policy queries Cancelling a policy Amendments to a policy	0800 015 7760	8am – 8pm Monday to Friday 9am – 6pm Saturday
Requests for large print, audio or Braille policy documents if you have a disability		10 am – 2pm Sundays and Bank Holidays

Complaints	
Policy and Sales complaints	0800 015 7760 or write to M&S Home Insurance, PO Box 7463, Perth PH2 OYX
Claims complaints	0800 051 4446 or write to Customer Care Team, Aviva, Pitheavlis, Perth PH2 ONH
Home emergency complaints (claims or anything related to cover terms and conditions)	Call HomeServe on 0345 300 3346 or write to them at HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN
Legal expenses claims complaints	Call Arc on 0800 051 4004

Telephone call charges and recording

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

What to do if you're unhappy

If **you** have a complaint please see above for the contact numbers. **You** can find details of the complaints procedure in the "If You Have a Complaint" section of the 'Important Information' document.

Finding your way around

	Page
How to get help	2
Making a claim	5
Definitions	6
Buildings section	8
Buildings conditions	12
Contents section	14
Contents away from home section and conditions	19
Contents conditions	21
General conditions (including your cancellation rights)	40
General exclusions	43

Key

To help **you** when **you** read **your** policy:

Important Information

These boxes highlight information **we** want to particularly draw **your** attention to.

Additional Information

These boxes give **you** additional helpful information.

Bold text Words or phrases in **bold** have the meanings described in the '**Definitions**' section.

Helpful information about your home insurance policy

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to and renew **your** policy (please see the **General conditions** for more information).

Making a claim

If **you** need to make a claim or have a query about something that's happened please see the contacts on the previous page. Please always call **us** if **you** need urgent help, for example:

- **your home** isn't secure (eg damaged locks, doors or windows),
- there is standing water in **your home**,
- a water leak is on-going or water is entering **your home**,
- anyone is at risk of injury,
- **your home** can't be lived in.

Our personal claims managers offer help and advice around the clock 365 days a year. **We** want **your** claim to be as stress-free as possible. If the incident is covered **we'll** take care of the arrangements. **You** just have to pay the **excess**. Once **we** have **your** claim details **we'll** put wheels in motion and explain what will happen next. Some claims can be settled immediately when you first contact us but if it takes longer **we'll** keep **you** informed about progress.

Getting ready to claim

Having the right information to hand when **you're** telling **us** about a claim will help **us** to get things moving quickly. Here's what's likely to be useful:

- **Your home** insurance policy number.
- Photos of damaged or lost property. For **buildings** damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.
- Receipts, quotes or invoices, where appropriate.
- Estimate of the size of the affected area where **buildings** or carpets are damaged. It can also help to tell **us** the size of the affected rooms.

Additional Information

Please remember – in the same way that **your** car insurance doesn't pay to repair **your** car if it rusts, this policy won't cover wear and tear, ageing or (except for optional Home emergency cover) breakdowns.

DEFINITIONS

Wherever the following words or phrases appear in bold in this policy, they will have the following meanings unless otherwise shown for any policy section.

Accidental damage

Damage caused suddenly and unexpectedly by an external force.

British Isles

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

Buildings

- a) The **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed solar heating systems, fixed wind turbines, air and ground source heat pumps, electric vehicle charging points, septic tanks, cesspits and fixed tanks providing fuel to the **home**.
- b) Fixtures, fittings and decorations.

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

Clauses

Changes to the terms of **your** policy. These are shown on **your Schedule**.

Contents

Household items, frozen foods, pedal cycles and personal belongings (including **personal money, valuables** and **home office equipment** up to the limits shown on **your Schedule**) that:

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

This includes personal belongings of visitors to the **home** (but not paying guests or lodgers), up to the limit shown on **your Schedule**.

Personal belongings are clothes and items of a strictly personal nature likely to be worn, used or carried for example mobile phones and sports equipment.

Domestic Employee

A person directly employed by **you**, solely to carry out domestic duties in **your home** and/ or its garden.

Excess

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

Heave

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

Home

The house or flat, its outbuildings (including garages) and the total area of the plot, as described on the title deeds, at the address shown on **your Schedule**, all used for domestic purposes.

Home office equipment

Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answer phones that **you** own or are legally responsible for and used for business or professional purposes.

Landslip

Movement of land down a slope.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the **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.

Period of Insurance

The period of time covered by this policy, as shown on **your Schedule**, or until cancelled.

Personal Money

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

Schedule

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

Settlement

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

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

Important Information

The wind speed or gust should normally exceed 55mph (48 knots) to be a '**storm**' but **we** take other factors into consideration such as where the property is sited. A **storm** can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

Subsidence

Downward movement of the land beneath the **buildings** that is not as a result of **settlement**.

Sum Insured

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

Unoccupied

Not lived in by **you** or anyone who has **your** permission or does not contain enough furniture for normal living purposes.

Additional Information

By 'lived in' **we** mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the **home**.

Valuables

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

We, Us, Our

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 normally living with them and their foster children who live with them.

Additional Information

This includes family members who are students and normally live in the **home** outside of term time.

BUILDINGS

This section only applies if shown on your Schedule.

M&S Home Insurance offers a choice of two levels of cover, Standard or Premier. If **you** have selected **Buildings** cover, **your Schedule** will show which level of cover **you** have selected. The terms and conditions for Standard and Premier are different; please ensure **you** refer to the section of cover that **you** have selected. If **you** have selected **Buildings** cover, **you** are also covered for **your** liability to the public arising as a result of owning the **buildings**. The terms and conditions for Public Liability are also covered in this section.

You can choose to move between Standard and Premier cover at any time, if **you** wish to change **your** cover please call customer service to review **your** cover.

Standard Buildings

If **you** have chosen Standard **buildings** it will be shown in **your Schedule**, along with any other limits that may apply.

What is covered	What is not covered
The cover provided by this section is explained below.	Anything set out in the Standard Buildings section exclusions , or General exclusions section of this Policy Booklet.
We will provide cover for loss of or damage to the buildings caused by any of the following:	

1. Fire, explosion, lightning, earthquake or smoke
2. **Storm** or flood.
3.
 - a. Riot, civil unrest, strikes, or labour or political disturbances.
 - b. Malicious people or vandals.

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.
6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and mast.
9. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.
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 the fallen part of the tree or the whole tree if uprooted.

Replacement locks

If keys to external doors of the **home** or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms up to the limit shown on **your Schedule**.

Loss of rent and the cost of alternative accommodation

If **we** have accepted a claim for damage to the **home** and the damage means **your home** can't be lived in, **we** will pay:

- a. ground rent **you** still have to pay;
- b. rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- c. any reasonable additional accommodation expenses for **you** and **your** domestic animals

up to the limit shown on **your Schedule**, until the **home** is ready to live in.

We will also pay for any reasonable additional costs incurred for alternative accommodation for **you**, **your** family and **your** domestic animals if **you** have been evacuated from **your**

home because of risks to **your** health and safety from something external to **your home**.

Additional Information

When **we** refer to 'reasonable accommodation expenses' in this section this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** are happy to discuss and can offer help in finding accommodation.

Emergency access

We will cover damage to the **home** caused while gaining necessary access to deal with a medical emergency or to prevent damage to the **home**.

Tracing and accessing leaks

If the **buildings** are damaged due to an oil leak or water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**. **We** will pay the reasonable cost of removing, replacing and reinstating any part of the **buildings** necessary to find the source of any water or oil leak and making good.

Selling your home

If **you** have contracted to sell the **buildings** and they are damaged before the sale is completed, the buyer (if not otherwise insured) will be entitled to benefit from this insurance (for the damage or destruction) once the sale has been completed.

Standard Buildings including accidental damage

If **you** have chosen Standard **Buildings** including **accidental damage** it will be shown in **your Schedule**.

What is covered

Limited Accidental Damage cover to Buildings - Accidental Damage to services, fixed glass and sanitary fittings

If **accidental damage to services, fixed glass and sanitary fittings** isn't already shown in **your schedule**, this section can only be included when accompanied by the **Extra Accidental Damage** section.

We will cover **accidental damage** to:

- a. cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**, including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;
- b. fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

Extra Accidental Damage cover to Buildings

We will provide cover for all other **accidental damage** to **buildings** while in the home that is not covered by the **Standard Buildings** or by the **Limited Accidental Damage cover to Buildings** section.

What is not covered

Anything set out in the **Standard Buildings section exclusions**, or **General exclusions section** of this Policy Booklet.

Standard Buildings exclusions

- anything set out in the **General exclusions section** of this Policy Booklet.

Under the **Standard buildings section** we will not cover:

- the **excess(es)** shown on **your Schedule** (no **excess** applies to Emergency access and Liability to the public).
- loss or damage caused by **storm** to fences, and gates;
- loss or damage to trees, plants or bushes unless caused by the fire, police or ambulance service;
- solar panels and wind turbines that are not permanently installed on the **home**.

Under the Standard buildings including accidental damage section we will not cover:

Damage caused by:

- anything specifically excluded under **Standard Buildings** cover;
- frost;
- **subsidence, heave, landslip, settlement** or shrinkage of the **buildings**;
- water entering the **home** regardless of how this happened (please note – certain water damage is covered under **The Buildings Section**);
- **settlement** or shrinkage of the **buildings**;
- chewing, scratching, tearing or fouling by domestic animals;
- the alteration or extension of the **buildings** or the cost of maintenance or routine decoration;
- paying guests or tenants;
- the **excess(es)** shown on **your Schedule**.

Premier Buildings

If **you** have chosen **Premier Buildings** it will be shown on **your Schedule**, along with any other limits that may apply.

What is covered	What is not covered
The cover provided by this section is explained below:	Anything set out in the Premier buildings section exclusions or General exclusions section of this Policy Booklet.

1. Loss or damage to the **buildings**.
2. Tracing and accessing leaks

If the **buildings** are damaged due to an oil leak or water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**. **We** will pay the reasonable cost of removing, replacing, and reinstating any part of the **buildings** necessary to find the source of any water or oil leak and making good at the **home**.

Additional Information

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

3. Replacement locks

If keys to external doors of the **home** or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms up to the limit shown on **your Schedule**.

4. Loss of rent and the cost of alternative accommodation

If **we** have accepted a claim for damage to the **home** and the damage means **your home** can't be lived in, **we** will pay:

- a. ground rent **you** still have to pay;
- b. rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- c. any reasonable additional accommodation expenses for **you** and **your** domestic animals

up to the limit shown on **your Schedule**, until the **home** is ready to live in.

We will also pay for any reasonable additional costs incurred for alternative accommodation for **you**, **your** family and **your** domestic animals if **you** have been evacuated from **your home** because of risks to **your** health and safety from something external to **your home**.

Additional Information

When **we** refer to 'reasonable accommodation expenses' in this section this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** are happy to discuss and can offer help in finding accommodation.

5. Selling **your home**

If **you** have contracted to sell the **buildings** and they are damaged before the sale is completed, the buyer (if not otherwise insured) will be entitled to benefit from this insurance (for the damage or destruction) once the sale has been completed.

6. Emergency access

We will cover damage to the **home** caused while gaining necessary access to deal with a medical emergency or to prevent damage to the **home**.

Premier Buildings exclusions

Under the **Premier buildings** section **we** will not cover:

- the **excess(es)** shown on **your Schedule** (no **excess** applies to Emergency access and Liability to the public);
- loss or damage to trees, plants, or bushes unless caused by the fire, police or ambulance service;
- solar panels and wind turbines that are not permanently installed on the **home**;
- anything set out in the **General exclusions** section of this Policy Booklet.

Buildings section – public liability

This section applies to both Standard and Premier Cover and will be shown in **your Schedule**, if **you** have selected **Buildings** cover, along with the limits that apply.

Your liability to the public

What is covered	What is not covered
(See the important note below)	Anything set out in the Liability to the public exclusions section of this Policy Booklet:

We will cover **your** legal liability to pay damages and claimants' costs and expenses up to the limit shown on **your Schedule** for:

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

happening during the **period of insurance** and arising from **you** owning the building and its land. This also includes claims made against **you** under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any former property owned and insured under the **Buildings section** for accidents happening during the **period of insurance**, or up to seven years afterwards, provided it is not covered by any other insurance. **We** will also pay all **your** costs and expenses that **we** have already agreed to in writing.

Important Information

(If **you** are the owner and 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 both the owner and the occupier of the building, please remember that **Your** liability to the public does not cover **your** legal liability as the occupier of the **home** and its land. To protect yourself, **you** will need to arrange **contents** insurance which provides Occupier's liability cover.

Your liability to the public exclusions

Under **Your Liability to the public** **we** will not cover:

Liability in connection with;

- **you** occupying the building and its land;
- any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- loss of or damage to property which belongs to **you** or is in **your** care;
- any **motorised vehicle**;
- any electrically assisted pedal cycle
 - a) within England, Wales, and Scotland where there is a legal requirement to pay Vehicle Exercise Duty for road use (see www.gov.uk/electric-bike-rules);
 - b) anywhere outside of England, Wales and Scotland;
- any agreement unless **you** would still have been liable without that agreement;
- **your** trade, business or profession (except as landlord of the **home**).

Buildings – Protected no claims discount

If **you** have chosen to protect **your** no claims discount on **Buildings** it will be shown on **your** policy **Schedule**.

Protected no claims discount is available to ensure **your** no claims discount will not reduce and **your** premium will not increase as a direct result of a claim under the **Buildings section**.

From the day **you** add on protected no claims discount **your** no claims discount will not reduce and **your** premium will not increase as a direct result of a claim unless:

- two claims occur within any 5 year period, in which case **your** no claims discount will not reduce but protection against further claims will be lost, this means if **you** have a subsequent claim **your** no claims discount will be reduced to zero and **your** premium will be impacted at **your** next renewal.

Important Information

A 5 year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5 year period will start when the next claim occurs.

In order to be eligible for protected no claims discount **you** must have:

- 5 years no claims discount as calculated by **us**; and
- be claim free for at least the last 3 years.

You must also have an **excess** of at least £100.

Buildings conditions

The following conditions apply to the **Standard Buildings section**, the **Standard Buildings including accidental damage section** and the **Premier Buildings section**.

1. Settling claims

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

- replacing
- reinstating
- repairing
- payment

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** can repair or replace property but agree to make a cash or voucher **settlement we** will only pay **you** what it would cost **us** to repair or replace it.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the cost of rebuilding **your home** in the same size, style and appearance as at the time of the loss, up to the **buildings sum insured** shown on **your Schedule**. If the **buildings** are severely damaged requiring demolition and rebuilding, where possible and when **you** agree, **we** will aim to rebuild in line with sustainable home building practices (level 4 of the Code for Sustainable Housing as described by the government). Further information on the requirements for sustainable homes can be obtained at www.planningportal.gov.uk/uploads/

code_for_sust_homes.pdf. This will include recycling or disposing of building waste in an appropriate environmental manner.

The limits in **your Schedule** are subject to the maximum amount of cover **you** have chosen and are not in addition to it.

If **we** accept a claim under **the Buildings section we** will also pay for:

- a. Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.
- b. The cost of 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 bye-laws.

What we will not pay

We will not pay:

- fees for preparing a claim under (a),
- under (c) for costs **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage,
- any reduction in the market value of the **home** as a result of an insurable event.

Pairs, Sets and Suites

If **we** are unable to repair or replace a damaged item that forms part of a pair, set, suite or any other items of a uniform nature, design or colour **we** will pay for the cost of replacing any undamaged items.

If **we** ask, **you** will be required to give **us** any undamaged items that **we** have paid to have replaced. **We** will talk **you** through this process if requested.

2. No claims discount

If **you** make a claim under **your** policy, **your** no claims discount will be reduced to zero at the renewal dated of **your** policy (unless **you** have bought the protected no claims discount optional cover). If **you** do not make a claim under **your** policy, **we** will increase **your** no claims discount at the renewal date of **your** policy until **you** reach **our** maximum of 5 years.

See also **General conditions section** of this Policy Booklet.

CONTENTS

This section only applies if shown on **your Schedule**.

M&S Home Insurance offers a choice of two levels of cover, Standard or Premier. If **you** have selected **Contents** cover, **your Schedule** will show which level of cover **you** have selected. The terms and conditions for Standard and Premier are different; please ensure **you** refer to the section of cover that **you** have selected. If **you** have selected **Contents** cover, **you** are also covered for Occupier's, personal and employer's liability. The terms and conditions for **Occupier's Personal and Employer's liability** are also covered in this section.

You can choose to move between Standard and Premier cover at any time, if **you** wish to change **your** cover please call customer service to review **your** cover.

Standard contents – in the home

If **you** have chosen **Standard Contents** it will be shown on **your Schedule**, along with any other limits that may apply.

What is covered	What is not covered
The cover provided by this section is explained below:	Anything set out in the Standard Contents section exclusions , or General exclusions section of this Policy Booklet.

We will cover loss or damage to **contents** in the **home** caused by:

1. Fire, explosion, lightning, earthquake or smoke.
2. **Storm** or flood.
3. a. Riot, civil unrest, strikes and labour or political disturbances.
b. Malicious people or vandals.
4. Being hit by:
 - a) aircraft or other flying objects, or anything falling from them;
 - b) vehicles or animals.
5. Water escaping from water tanks, pipes, equipment or fixed heating system.

6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.
9. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.
10. Falling trees or branches.

Contents temporarily removed from the home

We will cover, up to the limit shown on **your Schedule**, loss of or damage to **contents** while temporarily removed from the **home** to:

- a) any building where **you** are living, while attending full-time education;
- b) any nursing or care home (this includes **contents** belonging to **your** dependant relatives which they have with them while living in a nursing home).

Plants in the garden

We will pay for loss or damage to plants, bushes, shrubs and trees while in the open within the boundaries of the land belonging to **your home**.

Replacement locks

If keys to external doors of the **home**, or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms up to the limit shown on **your Schedule**.

Food in freezer(s)

We will cover loss of or damage to food stored in a freezer in the **home** due to a change in temperature or contamination by freezing agents.

Loss of domestic heating fuel and metered water

We will cover accidental leakage of domestic heating fuel or metered water up to the limits shown on **your Schedule**.

Additional Information

Theft of domestic heating fuel is covered under **Contents in the home**.

Emergency access

We will cover damage to **contents** caused while gaining necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

Loss of rent and the cost of alternative accommodation

If the **home** can't be lived in due to damage which would be covered under the Standard Buildings sections numbered 1 to 10 **we** will pay for:

- a. rent payable to **you** or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- b. reasonable additional accommodation expenses for **you** and **your** domestic animals up to the limit shown on **your Schedule**, until the **home** is ready to live in.

We will also pay rent payable for which **you** are legally liable, and reasonable additional costs incurred for alternative accommodation for **you**, **your** family and **your** domestic animals if **you** have been evacuated from **your home** because of risks to **your** health and safety from something external to **your home**.

Additional Information

When **we** refer to 'reasonable accommodation expenses' in this section this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** will be happy to discuss and can offer help in finding accommodation.

Household removals

We will cover **contents** accidentally damaged or stolen during professional removal from the **home** to **your** new permanent **home** (including while in temporary storage for up to seven days) within the **British Isles**.

Electronic data downloads

Loss or damage to electronic data downloads following loss or damage to **contents**.

Title deeds

We will pay for the cost of preparing new title deeds for **your home** if there are lost or damaged.

Tenant's liability

We will provide cover up to the limit shown on **your Schedule** if **you** are legally responsible as a tenant for:

- a) loss of or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by any of the causes listed under **Contents in the home** section 1 to 10.
- b) **accidental damage** to:
 - fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns;
 - cables, pipes, septic tanks and drain inspection covers which serve the **home**. Cover includes up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

Standard Contents including accidental damage

If **you** have chosen this section it will be shown in **your Schedule** along with any other limits that may apply.

What is covered

Limited Accidental Damage cover to Contents - Accidental Damage to home entertainment equipment, mirrors and glass in the home

If **accidental damage to home entertainment equipment, mirrors and glass** isn't already shown in **your schedule**, this section can only be included when accompanied by the **Extra accidental damage** section.

We will cover **accidental damage** to:

- a) television sets (including digital and satellite receivers), DVD/video players and recorders, games consoles, **home** computers and audio equipment in the **home**;
- b) mirrors, fixed glass in and glass tops of furniture, ceramic hobs and ceramic tops of cookers and glass oven doors while in **your home**.

Extra Accidental Damage cover to Contents

We will provide cover for all other **accidental damage** to **contents** while in the home that is not covered by the **Standard Contents** or by the **Limited Accidental Damage cover to Contents** section.

What is not covered

Anything set out in the **Standard Contents section exclusions**, or **General exclusions section** of this Policy Booklet.

Standard Contents section exclusions

- anything set out in the **General exclusions section** of this Policy Booklet.

Under the **Standard Contents – in the home section** we will not cover:

- the **excess(es)** shown on **your Schedule** (no **excess** applies to Occupier's, Personal and Employer's liability and Emergency access);
- property insured by any other policy;
- items mainly used for business or professional purposes, other than office equipment;
- loss or damage caused by a deliberate act, or strikes by the company (or its employers) supplying **your** power;
- data – the cost of remaking any data, information, programs, films or recordings created by or specifically for **you**;
- household removals - loss of or damage to **personal money**, jewellery, watches, items of gold or platinum, stamps and coins;
- **Motorised vehicles**, aircraft, boats, jet skis, caravans, trailers and the parts, spares and accessories of any of these;

theft or attempted theft from any nursing home or from any building where **you** are living while attending full time education, unless forcible and violent means are used to gain entry or exit;

- theft of **your** pedal cycle unless the cycle is:
 - in **your** immediate custody and control; or
 - securely locked to an object that cannot be moved; or
 - in a locked building;
- plants – loss or damage caused by disease;
- any living creature.

Under the **Standard Contents including accidental damage** we will not cover:

- the **excess(es)** shown on **your schedule**;
- anything specifically excluded under **Standard Contents in the home**
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- any loss that is not the direct result of the insured incident itself.

Under the **Limited Accidental Damage cover to Contents** we will not cover:

- **accidental damage** to laptops or other items designed to be portable;

PREMIER CONTENTS

Premier – Contents in the home

If **you** have chosen Premier **Contents** it will be shown in **your Schedule**, along with any other limits that may apply.

What is covered	What is not covered
The cover provided by this section is explained below:	Anything set out in the Premier Contents – in the home section exclusions or General exclusions section of this Policy Booklet.

Loss or damage to contents at the home

Contents temporarily removed from the home

We will cover, up to the limit shown on **your Schedule**, loss of or damage to **contents** while temporarily removed from the **home** to:

- any building where **you** are living while attending full-time education;
- any nursing or care home (this includes **contents** belonging to **your** dependant relatives which they have with them while living in a nursing home).

Plants in the garden

We will pay for loss or damage to plants, bushes, shrubs and trees while in the open within the boundaries of the land belonging to **your home**.

Replacement locks

If keys to external doors of the **home**, or alarm systems or safes fitted in the **home** are accidentally lost or stolen, **we** will pay to replace the locks or lock mechanisms.

Domestic heating fuel and metered water

We will cover theft and accidental leakage of domestic heating fuel or metered water.

Emergency access

We will cover damage to **contents** caused while gaining necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

Loss of rent and the cost of alternative accommodation

If the **home** can't be lived in due to damage which would be covered under the **Premier Building section** **we** will pay for:

- a) rent payable to **you** or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- b) reasonable additional accommodation expenses for **you** and **your** domestic animals,

up to the limit shown on **your Schedule**, until the **home** is ready to live in.

We will also pay rent payable for which **you** are legally liable, and reasonable additional costs incurred for alternative accommodation for **you**, **your** family and **your** domestic animals

if **you** have been evacuated from **your home** because of risks to **your** health and safety from something external to **your home**.

Additional Information

When **we** refer to 'reasonable accommodation expenses' in this section this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable costs of) accommodation available locally. **We** will be happy to discuss and can offer help in finding accommodation.

Household removals

We will cover **contents** accidentally damaged or stolen during professional removal from the **home** to **your** new permanent **home**, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the **British Isles**.

Title deeds

We will pay for the cost of preparing new title deeds for **your home** if they are lost or damaged.

M&S purchases in transit to home

We will pay for loss of or damage to purchases made from Marks and Spencer, while in transit from the store to **your home**.

Tenant's liability

We will provide cover up to the limit shown on **your Schedule** if **you** are legally responsible as a tenant for:

- a) loss of or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by anything listed under '**What is Covered**' under **Contents in the home**;
- b) **accidental damage** to:
 - fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns;
 - cables, pipes, septic tanks and drain inspection covers which serve the **home**. Cover includes up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally

responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

Electronic data downloads

Loss or damage to electronic data legally downloaded that cannot be recovered by other means, following loss or damage to **your contents**, up to the limit shown on **your Schedule**.

Premier Contents in the home section exclusions

Under the **Premier Contents in the home section** we will not cover:

- the **excess(es)** shown on **your Schedule** (no **excess** applies to Occupier's, personal and employer's liability and Emergency access);
- **Motorised vehicles**, aircraft, boats, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- theft of **your** pedal cycle unless the cycle is:
 - in **your** immediate custody and control; or
 - securely locked to an object that cannot be moved; or
 - in a locked building,
- items mainly used for business or professional purposes, other than office equipment;
- any living creature;
- loss of or damage during household removals to **personal money**, jewellery, watches, items of gold or platinum, stamps and coins;
- the cost of removing the part of a fallen tree that is still below ground;
- the cost of remaking any data, information, programs, films or recordings created by or specifically for **you**;
- plants – loss or damage caused by disease;
- any loss that is not the direct result of the insured incident itself;
- theft or attempted theft from any nursing home or from any building where **you** are living while attending full-time education, unless forcible and violent means are used to gain entry or exit;
- anything set out in the **General exclusions section** of this Policy Booklet.

Contents Section – Occupier's, Personal And Employer's Liability

This section applies to both Standard and Premier Cover and will be shown on **your Schedule** along with the limits that may apply.

Occupier's, personal and employer's liability

What is covered	What is not covered
(See the important note below)	Anything set out in the Occupier's Personal and Employers Liability exclusions section of this Policy Booklet.

We will cover **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 pay up to the relevant limit shown on **your Schedule** for each incident. This means:

- the Employers Liability limit for claims made against **you** by a **domestic employee** where the accident happens as a result of or in the course of their employment by **you**;
- the Occupiers and Personal liability limit for all other insured incidents. **We** will also pay all **your** costs and expenses which **we** have already agreed to in writing.

Important Information

(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.

Occupier's, Personal and Employers Liability exclusions

Under Occupier's, Personal and Employers Liability **we** will not cover:

Liability in connection with:

- a) **you** owning land, **buildings** or other fixed property;
- b) **you** living in or occupying land or **buildings** other than the home or its land;
- c) aircraft other than pedestrian controlled toys or models;
- d) **you** (or anyone on **your** behalf) owning, possessing or using;
 - any **motorised vehicle**,
 - an electrically assisted pedal cycle,
 - a) within, England, Wales and Scotland where there is a legal requirement to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules);
 - b) anywhere outside of England, Wales and Scotland;
- e) caravans;
- f) boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles;
 - surfboards/sailboards;
 - pedestrian-controlled toys or models;
- g) deliberate or malicious acts;
- h) the passing on of an infectious disease or virus;

- i) dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- j) any agreement unless **you** would still 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 to or illness of a **domestic employee** working for **you**:

- exclusions (a), (b), (c), (e), (f), (g), (h) and (k) will not apply;
- exclusion (d) will not apply unless cover or security is needed under any of the 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.

Standard And Premier – Contents away from home section

This section only applies when shown on **your Schedule**.

What is covered	What is not covered
Loss or damage to your contents when they are temporarily away from your home anywhere in the world.	Anything set out in the Contents away from home exclusions or General exclusions section of this Policy Booklet.

Contents away from home exclusions

The following exclusions apply to Contents away from home.

What is covered	What is not covered
	<ul style="list-style-type: none"> the excess(es) shown on your Schedule; contents of domestic employees who live with you; personal belongings of visitors to the home; pedal cycles; theft from an unattended vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked; Motorised vehicles, aircraft, boats, jet skis, caravans, trailers and the parts, spares and accessories of any of these; any living creature; items mainly used for business or professional purposes, other than office equipment; loss or damage to trees, plants, hedges or bushes; anything set out in the General exclusions section of this Policy Booklet.

Standard and Premier – Pedal cycle cover

This section only applies when shown on **your Schedule**.

What is covered	What is not covered
<p>We will provide cover for loss of or damage to your pedal cycles (including electrically assisted pedal cycles) and their parts and accessories anywhere in the world up to the limit shown on your Schedule.</p>	<p>Anything set out in the Pedal cycle exclusions or General exclusions section of this Policy Booklet.</p>

Pedal cycle exclusions

The following exclusions apply to Pedal cycle cover

What is covered	What is not covered
	<ul style="list-style-type: none"> the excess(es) shown on your Schedule; theft of your pedal cycle unless the cycle is: <ul style="list-style-type: none"> – in your immediate custody and control; or – securely locked to an object that cannot be moved; or – in a locked building; pedal cycles used for business use; anything set out in the General exclusions section of this Policy Booklet.

Contents section – Protected no claims discount

If **you** have chosen to protect **your** no claims discount on **Contents** it will be shown on **your** policy **Schedule**.

Protected no claims discount is available to ensure **your** no claims discount will not reduce and **your** premium will not increase as a direct result of a claim under the **Contents section**.

From the day **you** add on protected no claims discount **your** no claims discount will not reduce and **your** premium will not increase as a direct result of a claim unless:

- two claims occur within any 5 year period, in which case **your** no claims discount will not reduce but protection against further claims will be lost, this means if **you** have a subsequent claim **your** no claims discount will be reduced by 3 years and **your** premium will be impacted at **your** next renewal.

Important Information

A 5 year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5 year period will start when the next claim occurs.

In order to be eligible for protected no claims discount **you** must have:

- 5 years no claims discount as calculated by **us**; and
- be claim free for at least the last 3 years.

You must also have an **excess** of at least £100.

Contents conditions

These conditions apply to the **Standard** and **Premier Contents sections, Standard Contents including accidental damage, Contents away from home** and **Pedal cycle** sections.

1. The Sum Insured

Standard cover - the **sum insured** shown on **your Schedule** must be at least equal to the full cost of replacing the property “as new”.

Premier cover is “unlimited” which means **we** will pay the full cost of repairing or replacing the **contents** to the same specification with no upper limit.

2. Settling Claims (not applicable to liability claims)

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

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

Replacement will be on a like for like basis or based on the nearest equivalent in the current market. If **we** can repair or replace property but agree to make a cash or voucher settlement **we** will only pay **you** what it would cost **us** to repair or replace it. If **your** dishwasher, washing machine, refrigerator, tumble drier or freezer are damaged and require a full replacement **we** will, where **you** agree, replace them with an equivalent appliance which has an Energy rating of A.

What we will pay

The most **we** will pay for any one incident under **Contents in the home** or **Contents away from home** sections is the **sum insured** shown on **your Schedule** unless otherwise stated. There are some cover limits which are shown on **your Schedule** for **valuables, personal money**, electronic data downloads, tenants liability, pedal cycles and liability.

Valuables

We will not pay more than the limits shown on **your Schedule** for **valuables**.

3. Pairs, Sets and Suites

If **we** are unable to repair or replace a damaged item that forms part of a pair, set, suite or any other items of a uniform nature, design or colour **we** will pay for the cost of replacing undamaged items.

If **we** ask, **you** will be required to give **us** any undamaged items that **we** have paid to have replaced. **We** will talk **you** through this process if requested.

4. Items valued over the single item limit

We will not pay more than the single item limit shown on **your Schedule** for any one item, set or collection.

5. No claims discount

If **you** make a claim under **your** policy, **we** will reduce **your** no claims discount by 3 years at the renewal of **your** policy (unless **you** have bought the **Protected no claims discount** enhancement). If **you** do not make a claim under **your** policy, **we** will increase **your** no claims discount at the renewal date of **your** policy until **you** reach **our** maximum of 5 years, at the renewal.

6. Proof of value and ownership

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

See also **General conditions section** of this Policy Booklet.

LEGAL EXPENSES

Legal expenses cover only applies if it is shown on **your Schedule**.

Explaining the parties involved in this cover

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

How to get assistance – Call us first to get help and advice on 0800 051 4004

<p>1 For confidential legal advice call 0800 051 4004.</p> <p>Our legal helpline is available 24 hours a day, 365 days a year.</p> <p>Please have your policy number ready.</p>	<ul style="list-style-type: none"> • This cover is to help you and your family, to pursue or defend legal claims. The issues we may be able to help with are described under Your cover and insured events section. • As soon as you become aware of an issue, please call the helpline on 0800 051 4004 and we will ensure you are provided with help and advice on any private legal matter of concern to you or any member of your household, and you can call as many times as you need to. It is important that you tell us about a dispute as soon as possible after it happens as this may improve your chances of winning the case (known as prospects of success).
<p>2 We'll discuss the issue with you and help you understand your options.</p>	<ul style="list-style-type: none"> • We'll help you understand what your legal rights are, what course of action is available to you, if that action can be taken by you or whether you need to consult with a lawyer. We will also advise you if your issue could be covered under this Legal expenses cover.
<p>3 If your issue is covered under this policy we'll provide you with a lawyer.</p>	<ul style="list-style-type: none"> • If your claim is accepted we will provide you with a lawyer who specialises in the law relating to your claim. You do not have to find your own lawyer as we have access to a range of leading expert lawyers waiting to help you.
<p>4 You will be asked to provide evidence.</p>	<ul style="list-style-type: none"> • Should you wish to pursue a claim the lawyer will need you to provide as much information as possible to support your case. This could include: copy of contracts, witness details, correspondence with anyone regarding your claim etc. You are responsible for providing evidence to support your case at your own cost.

<p>5 The lawyer will assess your case to determine your chances of winning.</p>	<ul style="list-style-type: none"> • The lawyer will first assess how likely you are to win your case. We call this 'prospects of success', and we explain this in more detail further on within this section. The lawyer who is acting for you decides this. • If the lawyer believes that you are more likely than not to win your case then they will pursue it for you and we will pay their costs and expenses up to the amount shown on your Schedule.
<p>6 If you have sufficient chances of winning your case, the lawyer will progress it.</p>	<ul style="list-style-type: none"> • The lawyer will take the necessary steps to try resolve your case with the other side.
<p>7 The case may progress to court</p>	<ul style="list-style-type: none"> • If an agreement cannot be made, then the case may progress to a court, tribunal or other body who will decide the outcome. You may have to attend and give evidence.
<p>8 We will continue to fund the costs up to the limit shown on your Schedule.</p>	<ul style="list-style-type: none"> • Providing the prospects of success stay in your favour we will continue to pay for the lawyer's costs and expenses throughout the claim.
<p>9 Case closure.</p>	<ul style="list-style-type: none"> • If you use a lawyer provided by Aviva whether you win or lose you will not be liable for any payment (unless costs go over above the amount shown on your Schedule, and options will be discussed with you before this situation arises). If you are awarded compensation as part of your case then you keep all of it. <ul style="list-style-type: none"> – If you use a lawyer of your choice and you are awarded compensation, we cannot guarantee that you will be able to keep all of it as a proportion may be retained by your lawyer.

Your cover and insured events

Call **us** on **0800 051 4004** as soon as **you** become aware of an issue.

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

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

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

If **you** would like some more information about claims call **0800 051 4004**.

Employment disputes

If **you** need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on **0800 051 4004** for assistance.

What is covered	What is not covered
<ul style="list-style-type: none"> • A dispute with your employer regarding your contract of employment including unfair dismissal. • A breach of your legal rights under employment law. • Checking and advising on the terms of a settlement agreement. 	<ul style="list-style-type: none"> • Any disciplinary or grievance procedures at work. • Disputes with your employer which commenced before or within the first 30 days of this cover starting unless you had a similar policy which finished immediately before this cover began. • Negotiating with your employer the terms of a settlement agreement.

Common examples of employment disputes

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

Property disputes

What is covered	What is not covered
<p>The property dispute section covers your main home and, for this section only, includes any other homes you own or rent.</p> <ul style="list-style-type: none"> • A dispute relating to the interference of your use, enjoyment or right over your home. • A dispute relating to damage to your home. • A dispute regarding an agreement for the sale or purchase of your home. • A dispute with your landlord regarding a tenancy agreement to rent your home. • A dispute with a contractor in relation to work on your home. 	<ul style="list-style-type: none"> • A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to your home. • A claim relating to planning including town and country planning legislation. • You will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between you as the landlord and a tenant of any home you own.

Common examples of property disputes

- Where a neighbour's overgrowing ivy or leylandii damages **your home**.
- Boundary disputes regarding building work or fences.
- Rights of way disputes especially over shared driveways.
- Noise and other nuisance disputes e.g. tree root encroachment.
- Interference with drains or sewers by building work.

Consumer disputes

What is covered	What is not covered
<ul style="list-style-type: none"> A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for your business use. 	<ul style="list-style-type: none"> Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

Common examples of consumer disputes

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

Call us on **0800 051 4004** as soon as **you** become aware of an issue.

Personal Injury disputes

What is covered	What is not covered
<ul style="list-style-type: none"> A claim following an incident that causes death or injury to you. 	<ul style="list-style-type: none"> Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury. Any claim relating to your own injury or death in a motorised vehicle that you are driving.

Common examples of personal injury disputes

- Trips or slips whilst at work or in a shop.
- Operating machinery which is faulty or **you** are not properly trained to use.
- Injuries following an assault.
- Passengers being injured in cars or on buses.
- Food poisoning.
- Being knocked off a bike by a motorist.

Call us on **0800 051 4004** as soon as **you** become aware of an issue.

Medical or cosmetic procedure negligence disputes

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

What is covered	What is not covered
<ul style="list-style-type: none"> Claims relating to medical or cosmetic procedure negligence which causes death or injury to you. Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section. <p>Medical and cosmetic procedure negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for your care.</p>	

Common examples of medical or cosmetic procedure negligence disputes

- Surgery which has not been carried out correctly.
- Failure to diagnose an illness or injury correctly.
- A dentist removing a healthy tooth by mistake.
- Negligence during child birth.
- Errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery.
- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section.

Call **us** on **0800 051 4004** as soon as **you** become aware of an issue

Information about your Legal expenses

Some words are in bold in this section, what does it mean?

In addition to the definitions section in this policy where the following words or phrases appear in bold within this section they will have the following meaning:

Costs and expenses

All legal costs charged by the **lawyer** and authorised by **us** or that **you** are ordered to pay by a court/other body.

Lawyer

A suitably experienced legal professional.

Who is covered under this policy?

The persons named on **your Schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

Where does the issue/incident need to have happened to be covered under the policy?

The incident leading to any claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on **your Schedule**.

Who will answer my call and handle my case?

A legal professional appointed by Aviva will answer **your** call, and if **you** have a case and legal representation is necessary, **your** case will be managed by Arc Legal Assistance (Arc), who are **our** trusted expert.

Is my call confidential?

We will give **you** and members of **your** household, confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands. Please note that for our joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and **we** want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary **Arc** will appoint a **lawyer** from one of their approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust has extensive experience in the area of law relevant to **your** claim.

- the firm of solicitors will have passed Arc's vetting process and proved themselves to be able to work to high quality standards
- in cases where **you** may be due compensation from another party, **you** may keep 100% of the compensation awarded to **you**.
- the **lawyer** charges competitive legal fees which ensures the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.

If **you** do choose to use another **lawyer** it is important **you** are aware that both **we** and **Arc** cannot ensure the **lawyer** acting for **you** will be suitably competent to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not approved by **Arc** may also require **you** to pay them a percentage of **your** compensation.

This cover is intended to provide **you** with a **lawyer** from **our** panel. If **you** opt to choose **your** own **lawyer**, rather than one from **our** approved firms, there may be limits to the costs **we** can cover. For example, the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid **our** appointed **lawyer**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. See the section 'Freedom to choose **your lawyer**' for further terms and conditions.

Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect **your** level of no claims discount or **your** premium on **your** home insurance and Legal expenses policy. There is no policy **excess** or other fees to pay for using this service.

Who is the policy underwritten by?

Legal expenses is underwritten by Aviva Insurance Limited.

Assessing your case, including 'Prospects of success' and 'Proportionality'

1. The lawyer's assessment

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

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

then **your** case will be considered by the **lawyer** to have reasonable 'prospects of success' (this means how likely **you** are to win **your** case).

In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue **your** case), and:

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

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

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

- a) **your** claim is likely to be considered a waste of court time, or

- b) the prospects of success are no longer in **your** favour, or
- c) **your** claim has reached a point where incurring further **costs and expenses** would not be reasonable,

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

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

2. What can I do if I do not agree with the lawyer's opinion?

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

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

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

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the 'What to do if **you** are unhappy' section of the 'important Information' document.

Conditions and exclusions

In addition to the specific Legal expenses conditions and exclusions shown below all of the **General exclusions** (except exclusion 2) and **General conditions** (except conditions 2 and 4) shown in **your** home insurance policy apply to this cover.

We will not pay for:

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

- l) disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim;
- m) disputes between **you** and **us** or Arc where the dispute relates to this cover;
- n) any claim relating to compulsory purchase or to major works where the effect is not specific to **your home** but is more widespread e.g. work on roads, railways and airports;
- o) any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- p) where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man.
- q) any test case unless:
 - (i) the case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **our lawyer** agrees that the case is more likely than not to be successful.

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

1. Claims

- a) Freedom to choose **your lawyer**
 - (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist lawyer, **you** are free to choose **your own lawyer** by sending **us** their name and address.
 - (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment.
 - (iii) **We** will only pay **costs and expenses** up to the amount **we** would have paid **our** appointed **lawyer**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. These terms could mean **you** may be liable for additional funding which **your own lawyer** should explain to **you** along with the relevant information contained in the terms of appointment.

- (iv) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your Schedule**.
- b) **Our** rights and **your** obligations
 - (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your** claim.
 - (ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
 - (iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.
 - (iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
 - (v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs or expenses**.
 - (vi) No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.

c) **Our** rights to stop **your** claim

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

- (i) settle a claim or withdraw a claim without **our** prior agreement, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

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

2. Recovery of costs

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

3. Disputes about the way your claim has been handled

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in the **If You Have a Complaint** section of the 'Important Information' document.

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

HOME EMERGENCY COVER

This **cover** only applies when shown on **your Schedule**.

Home emergency cover provides **you** with assistance in the event of an **emergency** at **your property**.

We describe an **emergency** as an unforeseen and sudden incident which (i) causes a loss of **essential services** or damage to **your property**; or (ii) exposes a risk to **your** health; or (iii) makes **your property** uninhabitable, and which is set out below in any of the 'What is covered' sections.

Homeserve claims service number: 0800 051 2658

This is the telephone number to call if **you** want to make a claim for an **emergency**, which is covered under this **policy**. Lines are open 24 hours a day, 365 days a year. Once **you** have called to make a claim under this **policy** our advisors will arrange to get an **engineer** to the **property** as soon as possible.

M&S Home Insurance customer services number: 0800 015 7760

This is the telephone number to call when **you** have any questions about this **policy**.

Telephone call charges and recording

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

Useful information regarding your policy

Smell gas; think you have a leak?

If **you** think **you** have a gas leak **you** MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas

Emergency Service will need to visit **your property** and isolate the leak before **we** can provide any assistance.

Boiler servicing & carbon monoxide leak

When the gas that fuels **your** boiler isn't burnt correctly, carbon monoxide is produced. Carbon monoxide cannot be seen or smelt but can cause headaches, nausea, drowsiness and can cause death as well. So it is vital to get **your** boiler and gas appliances inspected and serviced regularly. This will ensure they are working as safely and efficiently as possible.

Creating access

On arriving at **your property**, the **engineer** will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of **your** possessions (such as storage boxes or furniture) in the way) the **engineer** will need to create access. If **you** want the **engineer** to do this, **you** will be asked to confirm this in writing while the **engineer** is at **your property**. Unless stated in any of the 'What is covered?' sections below, **we** will not cover **you** for any damage that may be caused to the **property**, its **contents**, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by **our engineer's** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to do the work until **you** have arranged access.

Explaining the parties involved

This Home emergency cover **policy** is underwritten by Aviva Insurance Limited, Claims handling is managed by HomeServe Membership Limited.

HomeServe Membership Limited (HomeServe) is registered in England with No. 2770612, registered office at Cable Drive, Walsall, West Midlands WS2 7BN. Authorised and regulated by the Financial Conduct Authority, registration number 312518.

You can check the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Definitions

Under this section in addition to the definitions set out in the **Definitions section** in the front of this Policy Booklet, wherever the following phases appear in bold they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

Engineer

A person employed or authorised (or both) by HomeServe to assist with **your emergency**.

Emergency

A sudden and unforeseen incident at the **property** which is set out in any of the 'What is covered' sections below and which:

- exposes **you** or a third party to a health risk, or
- causes a loss of **essential services** or damage to the **property**, or
- makes the **property** uninhabitable.

Essential services

Any of the following services:

- mains drainage, up to the boundary of the property, or
- water, electricity and gas supply to and within the property, or

the main source of heating of the **property**.

Property

The total area of the land and **buildings** at the address set out in the **Schedule** including the house, flat or apartment and any attached outbuilding (for example, a garage or lean-to shed), but excluding:

- any communal or service duct areas, and
- detached garages, sheds, greenhouses and non-permanent structures.

Schedule

The document that gives details of **your** M&S Home Insurance policy, **your** Home emergency cover **policy** and the insured limits.

You/Your

The owner of the **property** who is named on the **Schedule** and any person authorised to be in the **property** at the time of the **emergency**.

Cover

- In the event of an **emergency we** will cover the costs of labour, parts and materials (including VAT) up to an amount of £1,000 per claim.
- There is no limit to the number of claims **you** can make.
- Hotel accommodation. In the unlikely event that **your property** becomes uninhabitable as a result of an **emergency, we** will reimburse **you** for **your** hotel costs (room and transport to the hotel only) up to an amount of £1,000 per claim.
- **We** will not cover anything which is specifically excluded in any of the 'What is not covered' sections below.

Repair of your main heating system

We will cover **your** main heating system as follows:

- A) Breakdown of Gas central heating system.
- B) Breakdown of Oil-fired central heating system.
- C) Breakdown of Electric heater(s).

Additional Information

For claims relating to other forms of primary heating in the **home** such as Liquid Petroleum Gas (LPG) boilers, solar heating and dual purpose boilers, please call 0800 051 2658 and choose option 2.

Exclusions that apply to all main heating systems A, B and C

We will not cover the following:

- Routine maintenance, cleaning, and servicing.
- Warm air heating systems.
- Sludge, scale or rust in the primary heating system, or damage caused by a harmful chemical in the water.
- Repair or replacement of convector heaters, water tanks and hot water cylinders.
- Separate heaters providing hot water.
- Adjustment of timing and temperature controls.
- Resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do.
- Underfloor heating.
- Other appliances such as cookers and fires.
- Radiators or radiator valves.

Important information regarding the cover for your main heating system

Main heating systems that are beyond economical repair

On assessment of **your** main heating system, **our engineer** may declare it to be 'beyond economical repair'; this means:

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model, or
- **we** are unable to obtain the required manufacturer's spare parts from **our** suppliers to complete the repair, within 28 days.

Temporary heating

If a part needs to be ordered and it will take over 72 hours to arrive from the **engineer's** first visit, **we** will deliver two electrical heaters to **your property**. The heaters will be yours to keep.

Contribution towards a new boiler or electric heater

If **your** main heating system is declared beyond economical repair, **we** will advise **you** to replace it and will contribute £500 towards the cost of a new boiler or electric heater. **You** are responsible for arranging for a replacement.

You will then have the choice to continue with the cover and **your** new boiler or heater(s) will be covered as long as it is not excluded under the 'What is not covered' sections or the Home emergency cover general exclusions section of this **policy** or **you** can cancel **your policy** with the procedure outline under the Cancellation Rights in this **policy**.

Boilers and electric heaters under manufacturer's warranty or guarantee

If **your** boiler or electric heater is under a manufacturer's warranty or guarantee, any repair work undertaken under this **policy** may invalidate that warranty/guarantee. **We** strongly advise that **you** check the warranty/guarantee terms and conditions before making a claim as **we** will not be liable in the event that **our** repair work invalidates any warranty or guarantee.

Please read the relevant section (A, B or C) for an explanation of the cover that applies to **your property**.

A. Breakdown of gas central heating system

What is covered?

You are covered for the failure of **your** gas boiler and/or central heating system. Work will be done by a Gas Safe registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered?

(Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- Immersion heaters, combination cylinders, Elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax) or their controls.
- Separate gas heaters providing hot water.
- Fan convector heating.
- Combined heat and power systems.
- Cosmetic damage.
- Other gas appliances except gas fires forming part of a back boiler.

Repair of your main heating system

B. Breakdown of Oil-fired central heating system

What is covered?

You are covered for the failure of **your** oil boiler and/or central heating system. Work will be done by an oil specialist **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered? (Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- Breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel.

- Losses caused by delays by **our** suppliers or their agents getting spare parts that are not immediately available.
- Defect or failing arising from the original design of the boiler or system or both.
- Replacing the expansion tank.
- Plastic or metal oil tanks and their associated pipework and contents.
- Repair or replacement of the water jacket or heat exchanger.
- Flues, except balanced flues that are integral to the boiler.
- Items not forming part of the boiler or system or both, e.g. water pumps installed separately.

C. Electric heater(s) breakdown

What is covered?

You are covered for the failure of **your** electrical heater(s). Work will be done by an approved registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- Failure of electric storage or panel heater(s).
- Repair or replacement of the permanent wiring to the electrical heater(s).

What is not covered? (Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- Electric water heaters.
- Any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smartheat systems, wet systems and underfloor heating.
- Heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters.
- Air conditioning units.
- Immersion heaters.
- Cosmetic damage to the casing of domestic electrical heaters or timer switches.
- Failure or breakdown of timers for domestic electrical heaters where there is a manual override facility.

Internal plumbing and drainage

What is covered?

You are covered for emergencies relating to **your** internal plumbing or drainage or both, which results in total loss of water to **your property** or loss of water to **your** kitchen taps, blocked drainage, leaks or loss of toilet facilities in **your property**.

If the **property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** solely own.

Examples of what we will cover:

- Blocked toilet.
- Leaking pipe.
- Leaking soil vent pipe.
- Blocked waste pipe.
- Leaking toilet.
- Leaking internal stop-tap.
- Emergencies that require the draining down and isolation of a leaking cold water tank or hot water cylinder.
- A complete drain blockage that results in all sinks being blocked.

What is not covered?

(Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- Domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers.
- Dripping taps that need repair.
- Replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (e.g. basins and toilet bowls).
- Showers including the shower unit, controls, outlet or shower head.
- Frozen pipes that have not caused a permanent blockage.
- Smells and noises from pipework or drains.
- Leaking overflow pipes.
- Repairs to **your** water supply pipe.

External drainage

What is covered?

You are covered for a blockage to the underground drainage pipes that are not beneath or inside any building or outbuilding and serve **your property** only (i.e. are not shared) and that are within **your property** boundary. If the drainage pipe is not **your** responsibility, **you** will need to contact **your** local water supply company.

The **engineer** will leave **your** drain running clear by unblocking the drain or repairing or replacing damaged sections of waste pipe. This includes leaving the ground level after refilling any hole the **engineer** has to dig.

Examples of what we will cover

- Blocked external drain.
- Collapsed external drain.

What is not covered? (Also see the **Home emergency cover general exclusions**)

We will not provide any cover under this external drainage section if the **property** is a flat or apartment.

We will not cover the following:

- a) Drains (sewers) for which **you** do not have responsibility, including the lateral or shared drains and drains that are outside **your property** boundary.
- b) Frozen pipes that have not caused permanent blockage.
- c) External guttering, rainwater downpipes, rainwater drains and soakaways.
- d) Drain clearance where **we** have previously advised **you** to install access points (e.g. rodding eye, manhole) and **you** have not done so.
- e) Like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Internal gas supply pipe

What is covered?

You are covered for a leak on **your** internal gas supply pipe. After the National Gas Emergency Service has visited **your property** and isolated **your** gas supply, work will be done by a Gas Safe registered **engineer**, who will repair or replace the damaged section of internal gas supply pipe. **Our engineer** will also turn **your** gas supply back on.

Examples of what we will cover

- Leaking internal gas supply pipe.
- Leaking gas supply hose connecting to a gas cooker.

What is not covered?

(Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- External gas supply pipe (it is the responsibility of the National Grid).
- Appliances connected to **your** internal gas supply pipe.
- Sections of the internal gas supply pipe that are outside the **property** or inside any outbuilding on the **property**.

Electrical emergency and breakdown

What is covered?

You are covered for electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut to **your property** alone.

Examples of what we will cover

- Breakdown of fuse box.
- Lost power to circuit.
- Permanent damage to the domestic electrical wiring caused
- by a power cut.

What is not covered?

(Also see the **Home emergency cover general exclusions**)

We will not cover the following:

- A power cut that affects more than just **your property**.
- Non-permanent wiring or electrics, e.g. kettles, fairy lights and other appliances with plugs.
- Repairs or replacements of wall sockets, switches and light bulb sockets.
- Routine electrical maintenance tasks e.g. replacing light bulbs and adjusting the timer.
- Permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems, air conditioning units.
- The shower unit or immersion heater unit.
- Portable or fixed electrical heating systems or energy efficiency management systems.
- Repairing or replacing wiring encased in rubber or lead.
- Any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671.

Security and roofing

What is covered?

You are covered for damage to roofing, external windows and doors, broken locks and loss of keys. If a security or roofing incident happens, **we** will protect **your property** from further damage or make sure the **property** is secure (or both).

Examples of what we will cover

- Use of tarpaulin to protect the **property** if roofing tiles are blown off during bad weather.
- Boarding up of broken glazing to make the property secure.

- Repair of broken locks for external windows and doors if the **property** is insecure.
- In the event **your** keys are lost/stolen and there is no other set available to access the main house on **your property**, **we** will provide an **engineer** to assess the most efficient way to gain access. This is usually by replacing the locks and keys; however in some circumstances it may be more practical to find an alternative solution to suit both parties.
- Making the **property** secure after loss of external-door keys that are **your** responsibility.
- Repair of garage door to make the **property** secure.

What is not covered?

(Also see the **Home emergency cover general exclusions**)

We will not provide cover for any roofing **emergency** if the main **home** on the **property** is a flat or apartment.

We will not cover the following:

- Loss of keys for any building on the **property** that is not the main house, including detached outbuildings, garages, greenhouses, sheds or communal or shared areas.
- Loss of keys to the main house on the **property** if **you** have access to another set of keys.
- Replacement of an attached garage door, or repair or replacement of the electrical unit powering a garage door.
- Doors and windows that do not secure the **property**, such as internal porch doors, internal doors and internal conservatory doors.
- Claims for keys, locks and glazing in shared communal areas if **your property** is a flat or apartment.

Pest infestation

What is covered?

You are covered for the removal of an infestation of the following:

Brown or black rats or house or field mice in the main house, flat or apartment on **your**

property. Wasps' or hornets' nests anywhere on **your property**.

What is not covered? (Also see the **Home emergency cover general exclusions**)

If **your property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** own.

We will not cover the following:

- Ants, cockroaches, bedbugs, fleas, spiders, flies, birds, squirrels, bees or any other pest that may require specialist removal.
- Rats or mice outside the main house on the **property** e.g. in detached garages, the garden and other detached outbuildings.
- Pest infestations where **you** have not followed **our** previous recommendations on how to avoid such problems.
- Problems where **you** cannot tell **us** the type of pest concerned.
- Damage caused by pests to **your property** and **contents** (e.g. if a rat chewed through **your** sofa), unless otherwise stated in any 'What is covered' section in this **policy**.

Home emergency cover general exclusions

The following are excluded from **policy** so **we** will not be liable for:

- Any costs or activities above the claims limit or any other limit specified in any 'What is covered?' section. **You** are responsible for agreeing and settling any such costs directly with the **engineer**.
- Any losses caused by any delays in getting spare parts.
- Any associated expenses or losses **you** incur which relate to an **emergency** but are not directly covered by this **policy**.
- Systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or that are subject to a manufacturer's recall.
- Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.

- f) Any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this **policy**, which does not comply with British Standards.
- g) The costs of any work carried out by **you** or people not authorised by **us** in advance.
- h) Any parts not supplied and chosen by **us**. Subject to any applicable regulations, **our engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However this part will not be guaranteed. **Our engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system.
- i) Normal day-to-day maintenance of the items covered by **your policy at your property**, for which **you** are responsible.
- j) Situations where because of health and safety and with **your** prior agreement, another **engineer** has to be brought in who **we** do not employ, e.g. to handle asbestos.
- k) Loss arising from **subsidence, heave** of the site or **landslip** caused by:
 - i) Bedding down of new structures.
 - ii) Demolition or structural repairs or alterations to the **property**.
 - iii) Faulty workmanship or the use of defective materials.
 - iv) River or coastal erosion.
- l) Loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood.
- m) Investigative work where the incident that caused **you** to claim has already been resolved.
- n) Claims to do with mobile homes and bedsits – please see the definition of **property** in the **Definitions section**.
- o) Loss, damage related to:
 - i) Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves.
 - ii) Water softeners.
 - iii) Waste disposal units and macerators.
 - iv) Air conditioning units.
 - v) Unvented hot water cylinders or their controls.
 - vi) Cesspits, septic tanks and any outflow pipes.
 - vii) Vacuum drainage systems.
 - viii) Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps.
 - ix) Ground, air and water source heat pump systems.
 - x) Power generation systems and their associated pipework, pumps, panels and controls including wind turbines or combined heat and power systems (systems that generate electricity and heat at the same time).

Home emergency cover general conditions

- a) **Your** duty to prevent an **emergency** – **You** must take all reasonable precautions to prevent an **emergency**. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that the **property** is in good condition.
- b) **Fraud** – please refer to the **General conditions section** of this Policy Booklet
- c) **Cancelling this policy** – please refer to the **General conditions section** of this Policy Booklet.

GENERAL CONDITIONS

These conditions apply to all sections of the policy shown in this booklet.

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.

Please tell **us** immediately about changes to the information set out in the application form, 'Statement of Fact' document or **your Schedule**, including (but not limited to):

- leaving **your home unoccupied for** more than the agreed number of days;
- letting, or planning to let or let out **your home** or using it for business purposes (other than occasional clerical work);
- an insured person being charged or convicted of a (non-motoring) criminal offence.

Please also tell **us** if:

- **you** are intending to alter or renovate the **buildings** (though not internal changes unless **you** are creating an additional bedroom, bathroom or shower room);
- **you** no longer live at the address shown on **your Schedule**;
- the people to be insured change.

We will tell **you** if **we** can accept the change and if so, whether it will result in revised terms and/or premium being applied to **your** policy. If any information **you** provide is not complete and accurate **we** may:

- cancel **your** policy and refuse to pay any claim; or
- not pay any claim in full; or
- change one or more of:
 - the premium;
 - the **excess**;
 - the extent of cover.

If **you** are unsure whether **you** need to tell **us** of a change please call Customer Services.

2. Your duty to prevent loss or damage

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage and keep insured property in good condition.

3. Your policy

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

- **your** Policy Booklet;
- information contained on **your** application and/or "Statement of Fact" document as issued by **us**;
- **your Schedule** (including any **clauses** shown on it);
- information under the heading "Important Information" which **we** give **you** when **you** take out or renew **your** policy;
- changes to the policy **you** need to know about or important information provided to **you** at renewal.

4. Claims

Your duties

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

- a) tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- b) contact **us** as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help **we** need to settle **your** claim;

- c) do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**;
- d) call **us** if **you** receive any information or communication about the event or cause;
- e) avoid discussing liability with anyone else without **our** permission.

Additional Information

To help us settle your claim

- It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

Our rights

- a) **We** will be entitled, at **our** cost, but in **your** name, to:
 - take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise; or
 - take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

- b) No property may be abandoned to **us**.

Limit

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

- a) up to the limit shown on **your** **Schedule** (less any amounts already paid by **us**); 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, or reclaiming any costs and expenses incurred by **us**.

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 of the claim, even if the other insurer refuses the claim.

Important Information

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

Your rights

You can cancel **your** policy and/or any additional covers at any time by calling Customer Services.

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

If **you** cancel before the cover start date **you** will receive a refund of any premium **you** have paid for the cancelled cover.

If cover has started or **you** cancel the policy after the 14 day cooling off period **you** will receive a refund of the premium paid less a proportionate deduction for the time **we** provided cover.

Our rights

We (or any agent **we** have authorised to do so) may cancel this policy and/or any additional covers where there is a valid reason for doing so by sending at least 7 days' written notice to **your** last known address or email address explaining the reasons. Valid reasons include, but are not limited to where:

- **you** have not paid **your** premium. If premiums or instalments are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date shown in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy from the cancellation date shown on the letter;
- **we** reasonably suspect fraud;
- **you** fail to co-operate with **us** or give **us** information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests;
- **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask (see **General condition 1**).

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 the date 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. If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premium **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Important Information

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.

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

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

9. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person's personal representatives (if he or she has died).

GENERAL EXCLUSIONS

These apply to all covers shown in this booklet

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 means:

- a. the use or threat of force and/or violence and/or
- b. actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including 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.

3. Other Actions

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

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

4. Radioactivity

Loss, damage or liability which involves:

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

5. Pollution or Contamination

Anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at **your home**.

6. Deliberate or Criminal Acts

Any loss or damage

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

7. Events before the cover start date

Anything which occurred before the cover under this policy started.

8. Loss or damage resulting from any of the following:

- a) wear and tear, or depreciation in value;
- b) the process of cleaning, washing, repairing or restoring any article;
- c) any gradual deterioration, including but not limited to, atmospheric, climatic or weather conditions, or the action of light;
- d) fungus, mould, damp or rust;
- e) Wet or dry rot arising from any cause, except where the rot was directly caused:
 - by an unforeseen event which is covered by **your** policy; or
 - by repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your** claim;
- f) vermin, insects or infestation;
- g) costs that arise from the normal use, maintenance and upkeep of **your** building and its **contents**;
- h) electrical or mechanical breakdown;
- i) faulty workmanship, defective design or the use of defective materials;
- j) coastal or river erosion.

9. Unoccupied or unfurnished properties

Loss or damage while **your home** is **unoccupied** or unfurnished for more than the period shown on **your Schedule**, caused by:

- a) malicious people or vandals;
- b) theft or attempted theft;
- c) water escaping from water tanks, pipes, equipment or fixed heating systems.

10. Loss in value

Any reduction in the market value of the **home** as a result of an insurable event.

11. Computer software and data

Corruption of computer software or data caused by computer viruses or where no adequate back up copies have been kept. Legal liability directly or indirectly arising from computer viruses. Subsequent loss or damage or legal liability for which cover is in force under this policy is not affected.

12. Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Please call **0800 015 7760** if **you** would like to receive this information in an alternative format such as large print, Braille or audio.

M&S Home Insurance is underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number: 202153. M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Marks & Spencer Financial Services plc is entered in the Financial Services Register under reference number 151427. M&S Bank is part of the HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc. All rights reserved.

