

Your Policy Terms and Conditions

Property Protection Policy

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Claimsline 0500 114477
Norwich Union Risk Services 0845 366666
for advice on risk issues including Fire Prevention and Security

claimsline

comprehensive incident management on 0500 114477

You don't have to pay extra for Claimsline: it's all part of the service.

If you have ever experienced loss or damage such as a fire, flood or theft, you will know that the stress of dealing with the problem can be as painful as the initial loss.

How to Claim

For help with all your claims, Claimsline is open 24 hours a day, 365 days a year, on 0500 114477 (the call is free too).

Just one call and our professionally trained Incident Managers will help you get things back to normal as fast as possible with minimum fuss.

You will be assigned a Personal Incident Manager to handle the claim from beginning to end, keeping you regularly updated on its progress.

They'll call out any tradespeople you need, such as carpenters, glaziers and locksmiths to make emergency repairs and secure the property: there's no need to get estimates approved before they start.

You have the reassurance of knowing that their workmanship comes with our approval and their bills (apart from the excess) are paid directly by us, so there's no need to worry about the finance.

We can also put you in touch with our nationally approved suppliers to replace any household items which are stolen or damaged.

Telephone Call Recording

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



safety

first

Even with the best insurance and the most helpful emergency support, the experience of a break-in, a flood or a fire can be very upsetting.

Here are a few suggestions that you might follow in order to reduce the chances of something going seriously wrong.

Fire

- Smoke detectors save lives. Fit at least two devices, one within the ground floor hall and one on the upstairs landing, preferably close to the head of the stairs.
Remember to check that the batteries are still effective at least once every 3 months and lightly vacuum clean the elements at least once a year.
- Check your electric sockets. If you discover too many plugs hanging off one power point, spread them around or have more power points put in. Consider having an additional residual circuit breaker.
- If you have open fires, have the chimneys swept regularly. Use a fire guard when children are around or when drying clothes.
- Don't let children play with matches or fire.
- Don't leave hot fat or oil unattended on the cooker: if it catches fire, smother it with a fire blanket or damp cloth – not water.
- Never use a gas appliance if you think it's not working properly. Signs to look out for are soot and stains around the appliance and pilot lights that often blow out. Never cover it or block the air vents.
- Have your heating system and all gas appliances serviced regularly.

Floods and Burst Pipes

- Winter brings the threat of frozen pipes – which can flood the house. Around 300 gallons of water can gush out of a burst pipe in a single hour: if you're away, or if you don't know how to turn it off, the effect can be devastating.
- Find out where your main stopcock is and check that you can turn it on and off. If you can't move it, don't be tempted to hit it with a hammer, contact a plumber instead.
- Protect all your pipes and tanks with proper lagging, to prevent water freezing and reduce your bills too!
- If you go away in winter, leave your heating on at the normal setting, and ask a neighbour or relative to call in from time to time to check the pipes. Make sure they know where the stopcock is and give them the 0500 114477 Clubline emergency number. If you don't have central heating, turn off the mains stopcock and drain the water system before you leave.
- If a pipe bursts, turn off the mains stopcock, turn off the central heating system and turn on all the taps. You may decide to call a plumber using Clubline.
- If you find the frozen pipe yourself and decide to defrost it, use gentle heat such as hot water bottles or cloths soaked in hot water, and remove any items that may be damaged by a burst.
- If you live in a flood area, and you receive a flood warning, reduce the possibility of damage by acting quickly. As much as possible should be moved upstairs, especially electrical items and valuables and personal items which can't be replaced easily, like pictures and photographs.

crime

risks

- Install a burglar alarm and remember to set it whenever you're out of the house. Make sure it is maintained and clearly visible.
- Make sure that you have good quality locks fitted to your outer doors, and key-operated locking devices fitted to your windows, to take advantage of our premium discount. If you are a tenant you may be able to get the council or landlord to fit them.
- Check that your doors are strong enough. Glass panels near locks are especially vulnerable.
- Fit exterior lights, such as those with sensors that switch on when they detect something within range.
- Use time switches – available from DIY shops – to turn on lights, etc., when you are out, to make the house look occupied.
- Never leave keys under the mat or where they can easily be found.
- Don't keep large sums of money at home. If you have valuable items (such as jewellery) keep them in a safe deposit box rather than in your house.
- Keep cash, keys and credit cards out of sight.
- Join 'Neighbourhood Watch' if there is one in your area. Arrange with your neighbours to watch your house if you're away.
- Design your garden for security. If the walls or hedges at the front are too high they can allow thieves to attack your doors or windows while out of sight from the street. At the back, make walls harder to climb with materials that do not offer an easy grip, such as light fencing, trellis, or anti-climb resin.
- Give your shed or garage a proper locking system and consider connecting it to the burglar alarm. Bicycles and motorcycles in the garage should be locked to ground anchors, and tools locked away. Ladders should be chained up, as they can be used to get into upstairs windows.
- If you go away, remember to cancel the milk and papers.
- Get a friend or neighbour to look after the house when you are on holiday, to collect mail and generally make the house look lived-in.
- If you own a bicycle, 'lock it and list it'. In other words, even if you leave it just for a minute always lock it with a good quality lock to something solid. If you have quick-release wheels take the front wheel off and put the lock through both wheels. To help the police (who have to auction thousands of unclaimed bicycles every year) make a note of its details and take a clear colour photograph. Ask your bicycle dealer to stamp your postcode on the frame with a Coded Cycle sticker to warn off thieves.
- Use an ultra violet pen, readily available from stationery stores, to mark your postcode and house name/number on all valuable and portable items of property.
- Take photographs/video of valuable items, such as jewellery, watches etc. Remember to put a scale (e.g. ruler) in the picture. This can provide the police with valuable evidence in the aid of recovery of your property. (Try to store the photographs elsewhere than in the home).

safety checklist

Here is a quick reference guide that you can use to check how well protected your home is. Much of the information given here is just plain common sense; but it helps to check in case something has been missed.

- Guards for open fires
- Heating regularly serviced
- Pipes properly lagged
- Burglar alarm
- Neighbourhood Watch member
- Outbuildings properly locked
- Bicycles locked up
- Nothing to steal in hallway

- Smoke detectors fitted
- Chimneys swept
- Know where main stopcock is
- Call-in organised when away
- Valuable items in safe deposit
- Tools locked away
- Ladders chained up

summary of cover

These covers only apply if you have selected them and they are shown on your Certificate.

These are the standard limits only. If you have decided to increase any of these limits, details will be shown on your Certificate.

The cover marked with a † can in certain situations be increased if required. Contact your usual insurance adviser for details.

Standard Cover – Buildings

Buildings	Up to Sum Insured selected
Loss of rent	20% of Sum Insured †
Cost of alternative accommodation	20% of Sum Insured †
Property Owners' Liability	£5m †
Tracing and accessing leaks	£5,000
Damage caused by emergency services (no excess to apply)	Unlimited *

Standard Cover – Contents

Contents	Up to Sum Insured selected
Theft from outbuildings	£2,500 †
Theft of contents from garage	Unlimited*
Replacement locks	Unlimited*
Loss of oil	Unlimited*
Loss of rent and cost of alternative accommodation	20% of Sum Insured selected †
Occupiers' Liability	£5m †
Employers' Liability	£10m
Valuables (see page 14 for definition) Limit Single Article Limit	20% of Contents Sum Insured 5% of Contents Sum Insured or £2,000, whichever is greater
Damage caused by emergency services responding to an emergency at the property (no excess to apply)	Unlimited*
Household removals	Unlimited*
Title deeds	£500

* Unlimited is cover up to Sum Insured selected

What you will have to pay

The first £1,000 for subsidence, heave or landslip claims under Buildings insurance.

The first £175 of all other claims.

introduction

to policy wording

Your policy wording

This Policy, the Application Form and the Schedule and Certificate should be read together and form the contract of insurance, between you, the policyholder and us, Norwich Union.

The Certificate sets out the sections you have selected and any Sum Insured Limits which are relevant to you; it is your evidence of insurance and you may need it if you wish to make a claim.

In return for the payment of the premium by you, we will provide insurance in accordance with the Policy Cover for those Sections shown in the Certificate in respect of events happening during the Period of Insurance.

When you receive the policy it is important that you read it and the Schedule and Certificate carefully to make sure that it meets your requirements and expectations.

Your Cancellation rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. For motor insurance policies, you should also return your certificate of motor insurance as soon as possible after cancellation.

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

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of

the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact: Jardine Lloyd Thompson, City Plaza, Temple Row, Birmingham. B2 5AB.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

Changes we need to know about

Please tell us or your insurance adviser immediately you become aware of any changes of circumstances which may affect this insurance or any other material fact, eg a change to the persons to be insured, if the Sum(s) Insured become inadequate, change of use or unoccupancy/occupancy of the property, criminal convictions (or cautions) of any of the persons to be insured. If you are in any doubt as to whether a fact is material then it should be disclosed to your insurance adviser.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats in the first instance please contact Jardine Lloyd Thompson, City Plaza, Temple Row Birmingham. B2 5AB.

Use of Language

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

definition

of terms

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described below unless otherwise stated.

Accidental Damage

Sudden and unexpected damage caused by external means.

Company/Insurer/We/Our/Us

Aviva Insurance Limited.

Excess

The amount which you pay for each separate claim.

Home

The private dwelling and its outbuildings, used solely for domestic purposes.

Insured/Insured Person/You/Your

As defined in the Schedule.

Period of Insurance

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

Personal Money

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

Unfurnished

Insufficiently furnished for normal living purposes.

Unoccupied

Not lived in by you or by anyone with your permission.

Valuables

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

buildings

section

This cover only applies if you have selected it and it is shown in your Certificate.

Definition of buildings

- a. The Home, swimming pools, hard courts, terraces, patios, drives and footpaths, walls, fences, gates and hedges
- b. Landlords fixtures and fittings all situated as stated in the Schedule

Cover

Exclusions

See also General Exclusions on page 27

£175 Excess (£1,000 in respect of subsidence, heave and landslip)

No Excess applies to Sections E and G

Exclusion applicable to all sections except Section G:

Loss of or damage to any appliance forming part of the Buildings from the failure of that appliance correctly to recognise or respond to any date before, during or after the year 2000.

Section A The Buildings

Loss of or damage to the Buildings caused by:

Damage by wet or dry rot arising from any cause, except as a direct result of a claim previously paid by us and where repairs or preventative action was carried out by a Norwich Union approved tradesman.

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

- b. Any gradually operating cause.

-
2. Storm, flood

Loss or damage by frost.
Loss of or damage to fences, gates and hedges.

-
3. a. Riot, civil commotion, strikes, labour and political disturbances
b. Malicious acts

- b. Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days (only applicable where the certificate indicates property occupied).
Loss or damage caused by you, your paying guests or tenants.
-

Cover

4. Collision by
 - a. aircraft or other aerial devices or anything dropped from them
 - b. vehicles or animals

5. a. Escape of water from water tanks, pipes or apparatus or fixed heating system
- b. Freezing of water in tanks, apparatus or pipes

-
6. Leakage of oil from a fixed heating system

-
7. Theft or attempted theft

-
8. Falling radio and television receiving aerials (including satellite dishes), their fittings and masts

-
9. Subsidence or heave of the site on which the Buildings stand or landslip

Exclusions

Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days. (only applicable where the certificate indicates property occupied).

Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings.

Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days. (only applicable where the certificate indicates property occupied).

Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days (only applicable where the certificate indicates property occupied).

Loss or damage caused by you, your paying guests or tenants.

The first £1,000 of any amount payable in respect of each occurrence.

Damage to swimming pools, hard courts, terraces, patios, drives, footpaths, walls, gates, fences or hedges unless a claim is accepted for such damage to the Home.

Damage if the Buildings have, to your reasonable knowledge, previously suffered damage by subsidence, heave or landslip unless disclosed by you and accepted by us.

Damage due to coastal erosion.

Damage to solid floors caused by compaction of infill, the use of defective materials or faulty workmanship.

Damage to the Buildings caused by normal settlement or shrinkage or by subsidence of newly made-up ground.

Damage to the Buildings caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings.

Cover

10. Falling trees or branches

When a claim is accepted for damage to Buildings by falling trees we will also pay reasonable costs incurred by you for removal from the site of

- a. the fallen part of the tree or
- b. the whole tree if it has been uprooted partially or completely

Exclusions

Costs incurred for

- removing that portion of the tree remaining below ground
- reinstatement of the site.

Additional Expenses

When a claim is accepted under Section A we will also pay for

- a. architects' and surveyors' fees necessary for the reinstatement of the Buildings
The amount payable by us for such fees shall not exceed those authorised by the respective professional institutes
- b. the necessary cost of removing debris, demolishing, shoring or propping up the damaged parts of the Buildings which we have agreed in writing to pay
- c. the additional cost of reinstatement of the Buildings which has to be paid to comply with statutory or other building regulations or municipal or local authority bylaws

- a. Fees for preparing any claim.

- c. Any cost you are legally liable to pay because of a notice served on you before the date of destruction or damage.
-

Cover

Section B Loss of rent and cost of alternative accommodation

(Only applicable where the certificate shows the property is occupied.) If the private dwelling is damaged and made uninhabitable by any cause listed under Section A

we will pay any sums which you are liable to pay for ground rent for a period not exceeding two years.

We will also pay:

- a. for your loss of rent or
- b. any reasonable additional expenses necessarily incurred for your alternative accommodation

during the period necessary to restore your private dwelling to habitable condition

Such payment shall not exceed 20% of the Sum Insured

Section C Damage to services

Accidental damage, for which you are legally responsible, to cables or underground pipes providing services to or from the Buildings, septic tanks and drain inspection covers.

Section D Breakage of fixed glass and sanitary fixtures

(Only applicable where the certificate shows the property is occupied.) Accidental breakage of fixed glass which forms part of the Buildings including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, lavatory pans and cisterns (and their fixtures and fittings) in the Buildings.

Section E Emergency access

Damage to the Home caused by forced access to attend a medical emergency or an event which could result in damage to the Home.

Exclusions

Breakage occurring after the private dwelling has been left unoccupied or unfurnished for more than 30 consecutive days.

Cover

Section F

Tracing and accessing leaks

In the event of damage to the Buildings caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the Home, we will pay the reasonable costs, up to £5,000, for removing and replacing any other part of the Buildings necessary to find and repair the source of the leak.

Section G

Your liability to the public

Your legal liability as owner or executor or personal representative (not as occupier) of the Buildings for

- damages in respect of
 - accidental bodily injury to or sickness contracted by any person
 - accidental loss of or damage to material property occurring during any period of insurance
- i. in or about the Buildings
- ii. in connection with any Home previously owned and occupied or leased and occupied by you and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

If the Buildings section of this Policy is cancelled or expires the indemnity will continue for a period of 7 years in respect of any Home insured by this section before such cancellation or expiry

- costs and expenses incurred by any party in claiming damages under this section.

Our liability for damages resulting from one original cause will not exceed £5,000,000.

We will also pay all costs and expenses which we have already agreed to in writing relating to any claim which may be covered under this section.

Exclusions

Liability as occupier of the Buildings.

Bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when the injury or sickness arises out of or in the course of his/her employment by you.

Loss of or damage to property belonging to you or held in trust by you or in your custody or control.

Liability caused directly or indirectly by, through or in connection with any mechanically propelled vehicle licensed for road use for which a Certificate of Motor Insurance is required.

Liability assumed under any agreement unless that liability would have applied even if the agreement did not exist.

Liability arising in connection with your business or profession other than as an executor or personal representative.

Liability under ii. which is insured under another insurance policy.

Cover

Exclusions

Section H Sale of the Home

If you enter into a contract to sell the building which is insured by this Policy and between exchange of contracts and completion of the sale that building is destroyed or damaged the purchaser will be entitled to any benefit under the Buildings section of this Policy in respect of such destruction or damage when the sale is completed provided the building is not insured under another insurance Policy by the purchaser or on his/her behalf.

contents

section

This cover only applies if you have selected it and it is shown in the Certificate.

Definition of Contents

Household Goods and Personal Effects

belonging to you (or for which you are legally responsible) or domestic employees permanently residing with you

Fixtures and Fittings belonging to you (or for which you are legally responsible)

Interior Decorations belonging to you where you are the tenant of the private dwelling or where you are the owner but are not responsible for insuring the private dwelling

Exclusions

Property insured by any other policy of insurance. Securities and documents of any kind.

Motorcycles or other mechanically propelled vehicles (other than motorised domestic gardening equipment), aircraft, watercraft, sail boards, surf boards, caravans, trailers and portions, parts and accessories of any of these. Any part of the structure of the Home including ceilings, wallpaper and the like (other than Fixtures and Fittings and Interior Decorations as defined opposite).

Goods used for business or professional purposes.

Any living creature.

Cover

Exclusions

See also General Exclusions on page 27

£175 Excess except sections I and L where there is no excess.

Exclusion applicable to all sections except sections I:

Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to the Insured or not) correctly to recognise or respond to any date before during, or after the year 2000.

Cover

Section A Contents in the home

Loss of or damage to the Contents in the Home, situated as stated in the Schedule, caused by:

-
1.
 - a. Fire, explosion, lightning, earthquake
 - b. Smoke
 2. Storm, flood
 3.
 - a. Riot, civil commotion, strikes and labour or political disturbances

 - b. Malicious acts

Exclusions

b. Any gradually operating cause

a. Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees

b. Malicious damage caused by you, your paying guests or tenants. Loss or damage occurring after the home has been left unoccupied for more than 30 consecutive days (only applicable where the certificate indicates property occupied).

-
4. Collision by
 - a. aircraft or other aerial devices or anything dropped from them
 - b. vehicles or animals

b. Loss or damage caused by domestic animals.

-
5. Escape of water from water tanks, pipes, apparatus or fixed heating system

Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days (only applicable where the certificate indicates property occupied).

-
6. Leakage of oil from a fixed heating system

Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days (only applicable where the certificate indicates property occupied).

Cover

7. Theft or attempted theft

Exclusions

Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days (only applicable where the certificate indicates property occupied).
Theft by deception unless deception is used solely as a means to enter the Home.
In respect of non self-contained flats theft unless involving entry to, or exit from, the building by forcible and violent means or entry by deception.
In respect of self-contained flats theft of property in any part of the building to which any other tenant has right of access unless involving entry to, or exit from, the building by forcible and violent means.
Loss or damage caused by you, your paying guests or tenants.
Any amount exceeding £2,500 from outbuildings (other than garages).

-
8. Falling radio and television receiving aerials (including satellite dishes), their fittings and masts

-
9. Subsidence or heave of the site on which the Home stands or landslip

Damage due to coastal erosion.

-
10. Falling trees or branches.

Section B Contents temporarily removed from the Home

Loss of or damage to Contents by any of the causes listed under Section A while temporarily removed from the Home to any bank or safe deposit or to any occupied private dwelling or building including any professional storage premises in the UK, Republic of Ireland, Channel Islands or Isle of Man.

Any amount exceeding £2,500 from outbuildings.
Loss or damage by storm or flood to property not in a building.
Loss or damage by theft unless involving forcible and violent entry to or exit from a building.
Loss or damage while removed for exhibition.

Cover

Section C Accidental Damage to audio, video and computer equipment

Accidental Damage to

- a. radios, televisions, video players and recorders, home computers, recording and audio equipment in the private dwelling
- b. receiving aerials (including satellite dishes) fixed to the Home

Exclusions

Electrical or mechanical breakdown.
Damage by wear, tear, depreciation or any other gradually operating cause.
Damage caused by the process of cleaning, washing, repairing or restoring.
Damage caused by failure to use in accordance with manufacturer's instructions.
Damage to video cameras, mobile phones, pagers, computer software, recording tapes, discs or records.
Damage caused by domestic animals.

Section D Glass and mirrors

Accidental damage to mirrors, glass tops and fixed glass in furniture and cookers (including ceramic hobs) in the private dwelling

Section E Theft of keys

If keys to the locks of

- a. external doors of the Home
- b. alarm systems or domestic safes fitted in the private dwelling

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

Section F Oil

Accidental loss of domestic heating oil

Cover

Section G Loss of rent and cost of alternative accommodation

(Only applicable where the certificate indicates property occupied). If the private dwelling is damaged and made uninhabitable by any cause listed under Section A we will pay

- a. for your loss of rent or
- b. any reasonable additional expenses necessarily incurred for your alternative accommodation

during the period necessary to restore the private dwelling to a habitable condition
Such payment shall not exceed 20% of the Contents Sum Insured

Exclusions

Section H Household removals

Loss of or damage to Contents while in transit from the Home to your new permanent residence (including loading and unloading) in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man provided that such removals are carried out by professional removal contractors

Personal Money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities, deeds or documents of any kind, business books, manuscripts and stamps.
Sea transits.

Cover

Section I Occupier's, personal and employer's liability

Your legal liability for

- damages in respect of
 - accidental bodily injury to or sickness contracted by any person
 - accidental loss of or damage to material property occurring during any Period of Insurance in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man and in the remainder of the world in respect of temporary visits
- costs and expenses incurred by any party in claiming damages under this section

Our liability for damages

- incurred other than in the paragraph below resulting from one original cause will not exceed £5,000,000 however we will also pay all costs and expenses which we have already agreed to in writing

Exclusions

Liability

- a. arising directly or indirectly by, through or in connection with
 - i. the ownership, possession or use by you or on your behalf of any motorcycle or other mechanically propelled vehicle (but not motorised domestic gardening equipment used within the boundaries of the land belonging to the Home)
 - ii. aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays
 - iii. craft and boards designed to be used on or in water (but not those solely propelled by oars or paddles which are hand or foot operated)
 - iv. the occupation of land or buildings (other than the Home or its grounds)
 - v. the ownership of land, buildings or immobile property
 - vi. any wilful or malicious act

Cover

- and all costs and expenses in respect of any one claim or series of claims against you arising out of one occurrence for bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when such bodily injury or sickness arises out of and in the course of his/her employment in direct connection with the house and/or contents by you will not exceed £10,000,000

Exclusions

- vii. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
- viii. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- b. assumed under any agreement unless that liability would have applied if the agreement did not exist
- c. arising directly or indirectly by, or through or in connection with any trade, business or profession carried on by you other than as an executor, personal representative, trustee or receiver or in connection with a power of attorney in connection with the property or whilst acting for a client in such a position
- d. for loss of or damage to property belonging to you or held in trust by you or in your custody or control
- e. for bodily injury to or sickness contracted by you

In respect of liability for bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when such bodily injury or sickness arises out of and in the course of his/her employment by you the following exclusions do not apply

- 1 a. ii. – a. viii. and b.
 - 2 a. i. except in respect of any motorcycle or other mechanically propelled vehicle where cover or security is required by any Road Traffic Act legislation.
-

Cover

Section J Tenant's Liability

(Only applicable where the schedule indicates property occupied). All sums up to 20% of the Contents Sum Insured for which you are legally responsible as tenant, executor or personal representative for

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

Exclusions

Loss or damage excluded under any of the causes listed under Section A.

Section K Title deeds

We will pay the cost of preparing new title deeds to the Home up to £500 if they are lost or damaged by any of the causes listed under Section A

Section L Emergency access

Accidental Damage to Contents following necessary access to the Home to attend a medical emergency or an event which could result in damage to the Home

settling claims

Please refer to page 1 for the Claimsline procedure

Contents, Personal Belongings and Buildings claims

At our option we will settle your claim by replacement, reinstatement, repair or payment. Where we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

When we settle a claim for loss or damage we will not deduct any amount for wear, tear and depreciation except

- for any claim in respect of clothing and household linen
- under the Contents section for property not belonging to you or your domestic employees unless you or they are legally responsible for the cost of replacement as new under the terms of an agreement.

We will not pay for the cost of replacing any undamaged items which form part of a set (other than a pair), suite or other article of a uniform nature, design or colour, including carpets, when damage occurs to a specific part or within a clearly identifiable area and replacements cannot be matched.

We will not reduce the Sums Insured by the amount paid under any claim except under Personal Belongings where the claim relates to the total loss of any item(s) specified in the Certificate/Schedule.

Contents claims

The total amount payable by us in respect of loss or damage under Sections A to F, H and L arising out of one occurrence will not exceed the Sum Insured stated in the Certificate.

In respect of Valuables

- a. no one item shall be deemed of greater value than the Valuables Single Article Limit indicated in the Certificate unless insured as a separate item
- b. the total value shall not exceed one third of the total Sum Insured by this Section unless stated in the Certificate.

Only one excess may apply in the event of a claim under more than one item arising out of the same occurrence at the same time.

Buildings claims

The most we will pay for loss or damage arising out of one occurrence is the amount stated in the Certificate.

We will not pay for any reduction in the market value of the Home following reinstatement, replacement or repair of the damaged parts of the private dwelling.

sum insured condition

The respective Sums Insured must at all times be sufficient to cover the full cost of

- replacing the Contents as new except for clothing and household linen where a deduction may be made for wear and tear and depreciation
- rebuilding the Buildings to the same specification including an amount for demolition costs and architects' and surveyors' fees.

general conditions

These conditions apply to all Sections of the Policy

1. **Your duty to prevent loss or damage**

- a. You and any other person to whom this insurance applies will take all reasonable precautions to prevent accidents, loss or damage.
- b. All property insured under this Policy shall be maintained in good condition.

2. **Interpretation**

The Schedule and Certificate forms part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and Certificate and any additional Policy Sections or clauses shown in the Certificate. Any word or expression to which a specific meaning has been given in any part of this Policy shall have that meaning wherever it appears.

3. **Claims**

Your duty

You will on the happening of any event which is likely to give rise to a claim under this Policy

- a. notify the police as soon as you are aware if any property is lost, stolen or maliciously damaged
- b. report to us as soon as reasonably possible and provide all information and assistance which we may reasonably require
- c. take all reasonable steps to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you
- d. forward all correspondence, legal documents or any other document to us unanswered
- e. not discuss liability with any third party.

Our rights

- a. We will be entitled to
 - i. take over and conduct in your name the defence or settlement of any claim or
 - ii. prosecute in your name for our own benefit any claim for indemnity or damages or otherwise.
- b. We will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- c. No property may be abandoned to us.

Limit

In respect of any claim or series of claims for which this Policy covers you for your legal liability we may at any time pay you.

- a. the limit stated in the Policy (after deducting of any sum(s) already paid as compensation) or
- b. any lesser amount for which such claim(s) can be settled.

Once the payment has been made we shall give up the conduct and control of and not be responsible for paying any further amount in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred before the payment date.

4. Unoccupancy (only applicable if stated in the certificate)

Whilst the premises are unoccupied:

- a. all waste and refuse is to be cleared from the building(s) and surrounding yards and removed from the premises within 15 days
- b. all external doors are to be securely locked (and bolted if practicable) and all keys accounted for. In the event of a key becoming misplaced or lost the locks are to be changed immediately.
- c. all opening windows are to be secured closed and locked where locks are fitted
- d. during the period 01/11-31/03 both dates inclusive each year, other than those required to maintain essential services or an intruder alarm to National Approval Council for Security Systems (NACOSS) standard or agreed by us during the period of unoccupancy, all gas and electricity supplies are to be switched off and disconnected and all water apparatus is to be drained and switched off. This work is to be completed during the first 15 days of any unoccupancy. Alternatively the premises are to be heated with a froststat set to maintain a minimum temperature of 3°C
- e. you must arrange for the premises to be inspected internally and externally at least once every 15 days or such other frequency agreed in writing by us during the period of unoccupancy. A log of such inspections is to be maintained.

5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by you or anyone acting on your behalf including inflation or exaggeration of the claim or submission of forged or falsified documents you will not be entitled to any benefit under this Policy and criminal proceedings may follow.

6. Other Insurance

If there is any other insurance covering the same loss, damage or liability we will only pay a rateable proportion of the claim.

7. Change in circumstances

If the circumstances in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable.

8. Your duty to comply with policy terms

Without prejudice to our other rights your observance of the terms of this Policy are conditions precedent to our liability to make any payment under this Policy.

9. Arbitration

When there is a dispute over the amount to be paid for a claim under this Policy the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

general exclusions

This Policy does not cover

1. **War**

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- i war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - ii nationalisation confiscation requisition, seizure or destruction by the Government or any public authority
 - iii any action taken in controlling preventing suppressing or in any way relating to (i) or (ii) above
- Provided (i) (ii) or (iii) shall not apply to Employer's Liability and (ii) shall not apply to Public and/or Products Liability, Personal Accident, Business Travel, Sickness when insured by this policy.

2. **Terrorism**

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

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

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

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

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

3. **Radioactivity**

- a. loss of or damage to property or any loss or expense caused by it or any consequential loss
- b. any legal liability

directly or indirectly caused by or contributed to by or arising from

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. **Sonic bangs**

loss of or damage to property caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. **Pollution or contamination**

any loss, damage or liability arising from pollution or contamination unless caused by

- a. a sudden and unforeseen and identifiable accident
- b. leakage of oil from a domestic oil installation at your home.

complaints

procedure

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

What will happen if you complain

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

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

If you remain unhappy with the decision you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

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

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Norwich Union point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact Jardine Lloyd Thompson, City Plaza, Temple Row, Birmingham, B2 5AB. You can write or telephone 0800 316 9842, whichever suits you, and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive.

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to: The Chief Executive, Norwich Union Insurance, Surrey Street, Norwich, NR1 3NS. A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service.

If after making your complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

legal procedure

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

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

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, you are covered for 100% of the claim, without any upper limit. For other classes of insurance, you are covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN.

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