



Your Santander Home Insurance Policy Booklet

Welcome

Before you file your policy away

- o It's important to read **your** policy documents so **you** know what's covered and what's not, and to check the cover **you** have chosen is correct on **your** policy schedule.
- o Tell **us** straight away if any details are wrong or change. It may affect **your** cover and claim if the information **you** provide is not complete and accurate.

Do you have the right cover?

Don't wait until **you** have a claim to find the answer is 'No'.

- o **Contents** covers **your** possessions at **home**, but **you** may need **Personal belongings** for things **you** take out and about.
- o Do **you** want **your home** and/or possessions to be covered when accidents happen? If so **you** need the relevant **accidental damage** option(s).
- o Are **your** sums insured (the amounts **you're** covered for) high enough?

What your policy is designed for

Your policy covers unforeseen events like fire and theft. It doesn't cover wear and tear or damage that happens gradually over time. Nor does it cover pet damage such as chewing and fouling.

Be prepared should you need to claim

We recommend **you** keep receipts, photographs, valuations and guarantee cards to help support **your** claim.

How to get help

Claims service

If **you** want to make a claim under this policy call **us** on:

0345 301 0661

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** can take care of the arrangements. **You** just have to pay the **excess** (if applicable).

Once **we** have **your** claim details **we'll** put wheels in motion and explain what will happen next. Some claims can be settled immediately on the first call but if it takes longer **we'll** keep **you** informed about progress.

Alternatively **you** can make a claim online by visiting the insurance pages on santander.co.uk

Personal legal and tax advice helpline

You do not have to purchase Legal services cover to use this helpline. To get personal legal or personal tax advice call:

0345 030 7770

We will give **you** confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell **you** what **your** legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

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

Legal services

To make a Legal services claim call the personal legal and tax advice helpline on:

0345 030 7770

Changes to your policy

If **you** have any questions, or want to make any changes to **your** policy call **us** on:

0345 030 7767

This helpline is open Monday to Friday 8am to 9pm and Saturday 8am to 4pm. **We** are closed on Sundays.

Telephone call charges and recording

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.

Calls might be recorded and monitored so that **we** can improve **your** customer experience and for the purpose of record keeping.

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Important information about your Santander Home Insurance policy

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

Please read **your** policy and the schedule carefully to make sure that **you** have the cover **you** need. **You** should contact **us** immediately if any details are not correct on:

0345 030 7767

The schedule sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

Use of language

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

Your cancellation rights

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

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

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

To exercise **your** right to cancel, please contact **us** on:

0345 030 7767

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

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

Customers with disabilities

All documentation is also available in large print, audio and braille. If **you** require any of these formats please contact **us** on:

0345 030 7767

The contract of insurance

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

- o **your** policy booklet;
- o information contained on **your** application and/or "Information Provided By You" document as issued by **us**;
- o **your** schedule (including any **clauses** shown on it);
- o information contained in the "Important Information" document which **we** give **you** when **you** take out or renew **your** policy;
- o any changes to this policy or important information **we** give **you** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** schedule during the period of insurance. **Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Important notice - information we need to know about

You must always take reasonable care to give full and correct answers to the questions **we** ask. **You** must tell **us** immediately if anything on **your** policy schedule or the 'Information Provided By You' document is incorrect or changes during **your** policy period.

You also need to tell **us** if:

- o any member of **your** household or anyone insured by the policy has any unspent criminal convictions (except motoring offences) or any prosecutions pending;
- o the people to be insured change;
- o any change or addition to the **contents** or the property to be insured results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- o **you** plan to lend or let **your home**;
- o **you** plan to use **your home** for business (except computer work, emails, telephone calls or administration);
- o **you** plan to alter or renovate the **buildings** (but not internal renovations);
- o **you** leave **your home unoccupied** for more than the agreed number of days shown on **your** schedule.

When **you** tell **us** about a change, **we** will tell **you** if this affects **your** policy (for example if **we** can no longer offer cover or if **we** need to change **your** premium).

If **you** don't give **us** full and correct information, or tell **us** about the above changes, **we** may:

- change **your** premium, **excess** or cover;
- refuse to pay all or part of a claim or cancel **your** cover.

If **you're** unsure whether **you** need to tell **us** of a change, please contact **us** on:

0345 030 7767

Each renewal invitation is offered using the information **we** have at the time it's issued. **We** may revise or withdraw it if, before the date **your** renewal takes effect, any event occurs that gives rise to a claim, even if **we're** notified after **your** renewal date.

We recommend **you** keep a record of all information supplied to the insurer for future reference (including copies of letters).

Definitions

Wherever **you** see these words or phrases in bold text in **your** policy they have the following meanings (unless otherwise shown for any policy section).

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

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

Building(s)

- The house or flat and its outbuildings (including garages), swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home**, septic tanks, and pipes and cables providing services to the **home**.
- Fixtures, fittings and decorations.

These must all be at the address shown on **your** schedule and all used solely for domestic and/or clerical business purposes. (clerical means computer work, email, phone calls or administration).

Clauses

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

Contents

Household items and **personal belongings** (including **personal money** and **valuables** up to the limits shown on **your** schedule) that:

- **you** own or are legally responsible for (but not landlord's **contents**);
- 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.

Contents doesn't include:

- items held or used for business or professional purposes, (for example work tools stored at **home**);
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water (except water skis), caravans and trailers, spares, parts and accessories of any of these;
- documents of any kind (except **personal money**, passports, driving licences and the title deeds to the **home**);
- any part of the structure of the **home** (including wallpaper);
- any living creature.

Domestic employee

A person employed by **you**, solely to carry out domestic duties at **your home**.

Excess

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

Heave

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

Home

The house or flat, 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 solely for domestic and/or clerical business purposes (clerical business means computer work, emails, phone calls or administration).

Home office equipment

Office furniture, computers and other keyboard based office equipment, printers, photocopiers, telephones and answerphones that are used for business or professional purposes.

Landslip

Movement of land down a slope.

Motorised vehicle

Any electrically or mechanically powered vehicle, except:

- o vehicles used only as domestic gardening equipment within the **home**;
- o class 2 mobility scooters and motorised wheelchairs (these have a top speed of 4mph and cannot be used on the road except where there is no pavement). See www.gov.uk/mobility-scooters-and-powered-wheelchairs-rules;
- o golf carts and trolleys;
- o toys and models remotely controlled by a pedestrian;
- o electrically assisted pedal cycles.

Personal belongings

Luggage, clothing, jewellery, watches, prams, sports, musical and photographic equipment and other items which **you** might normally wear or carry with **you**. **You** must own or be legally responsible for all items.

Personal belongings doesn't include:

- o pedal cycles (because **we** offer specific covers for them);
- o items held or used for business or professional purposes (for example work tools);
- o **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, spares, parts and accessories of any of these;
- o documents of any kind (except driving licences and passports);
- o furniture, furnishings, household goods and equipment, food and drink; or
- o any living creature.

Personal money

Cash, unused postage stamps, gift vouchers, season and travel tickets, pre-loaded cash cards and phone

cards, all held for social, domestic or charitable purposes.

Reasonable cost(s)

Costs for goods and services which are competitive in the relevant marketplace.

Settlement

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

Subsidence

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

Storm

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

The wind speed or gust should normally exceed 55 mph (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 happened gradually is not covered.

Unoccupied

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

'Lived in' means that day-to-day activities e.g. bathing, cooking, eating and sleeping are regularly carried out in the **home**.

Valuables

Jewellery, watches, items of gold, silver or other precious metals, pictures, other works of art, stamp, coin or medal collections.

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.

Contents section

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

Under the 'Contents 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;
- more than the limit(s) shown on **your** schedule;
- anything not defined as **contents** in the 'Definitions' section;
- wear and tear. This means damage which happens naturally and predictably as a result of normal use or ageing, such as long term exposure of soft furnishings to smoke;
- anything set out in the 'General exclusions' section of this policy booklet.

Contents in the home

We will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

1. a) Fire, explosion, lightning or earthquake.
b) Smoke.
2. **Storm** or flood.

We will not cover loss or damage that happens gradually.

3. a) Riot, civil unrest, strikes or labour or political disturbances.
b) Malicious people or vandals.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**;
- that happens after **your home** has been left **unoccupied** for more than the period shown on **your** schedule.

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, fixed equipment or fixed heating systems.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule.

6. Heating fuel leaking from a fixed heating system.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule.

7. Theft or attempted theft.

We will not cover:

- loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule;
- theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing it over or 'buys' it without making a proper payment). This doesn't apply where they only use deception to get into the **home** to steal property;

- theft of **personal money**, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;

- theft if **you** live in a self-contained flat and the theft is from any part of the **building** that other people have access to;

- theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;

- loss or damage caused by paying guests, tenants or **you**.

- theft of pedal cycles from the garden unless securely locked to an object that can't be moved.

8. Falling television or receiving aerials (including satellite dishes) their fittings and masts.

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

We will not cover:

- damage caused by riverbank or coastal erosion.

10. Falling trees or branches.

Contents temporarily removed from the home

We will provide cover for loss of or damage to **contents** by any of the causes listed under 'Contents in the home', cover sections numbered 1 – 10, while temporarily removed from the **home** to:

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

Under (a) and (b) **we** will not cover:

- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

Under (b) **we** will not cover:

- loss or damage caused by **storm** or flood to **contents** that are not in a building;
- loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository.

Home office equipment

We will provide cover for loss or damage to **home office equipment** while in **your home** by the causes listed under 'Contents in the home' cover sections numbered 1 – 10 (and 'Accidental damage cover to contents section' if selected).

We will not cover:

- **accidental damage** to mobile phones;
- damage caused by wear and tear or anything which happens gradually;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- failure to use in line with the manufacturer's instructions;
- damage caused by chewing, scratching, tearing or fouling by domestic animals.

Loss or theft of keys

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.

Food in freezers

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, which is not caused by a deliberate act, or strikes by **your** power supply company (or its employees).

Domestic heating fuel and metered water

We will cover theft or accidental leakage of domestic heating fuel or metered water at the **home**.

Loss of rent and the cost of alternative accommodation

If the **home** can't be lived in because it's been damaged by something shown in the 'Buildings section' cover sections numbered 1-10 **we** will pay for the following until it's fit to be lived in:

- reasonable additional alternative accommodation costs for **you** (including **your** pets) if **you** live in the **home**;
- If **you** have a lodger **we'll** pay:
 - any rental income **you** lose from them; or
 - the reasonable additional accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.

We'll always try to keep **you** (and/or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we'll** pay for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we'll** aim to get **you back home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We** consider **your** needs, how many people live in the **home**, how long **you'll** need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Household removals

We will cover **accidental damage** or theft of **contents** during professional removal from the **home** to **your** new permanent **home** (including while in temporary storage in a furniture depository for up to seven days) within the **British Isles**.

We will not cover **personal money**, coins, jewellery, watches, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.

Occupier's, personal and employer's liability (See important note)

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

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

which happens during the period of insurance in the **British Isles** (or another country which **you** are temporarily visiting) and where **your** responsibility arises:

- a. as occupier (not as owner) of the **home**; or
- b. in a personal capacity (not as the owner or occupier of any building, land or fixed property); or
- c. as the employer of a **domestic employee** where the accident happens from, or in the course of their domestic employment with **you**.

We will pay up to the relevant limit shown on **your** schedule plus related costs and expenses that **we** have agreed to in writing.

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 except the **home**;
- c. caravans, aircraft and boats, boards and craft designed to be used on or in water, except:
 - o watercraft that are only propelled by oars or paddles;
 - o toys or models that are remotely controlled by a pedestrian;
- d. deliberate or malicious acts;
- e. the passing on of an infectious disease or virus;

- f. any trade, business or profession;
- g. **you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- h. any electrically assisted pedal cycle while:
 - o anywhere outside of England, Wales and Scotland;
 - o 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);
- i. **you** (or anyone on **your** behalf) owning, possessing or using drones;
- j. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later legislation;
- k. any agreement unless **you** would still have been legally liable without that agreement;
- l. loss of or damage to property belonging to **you** or in **your** care or control;
- m. bodily injury or illness to **you**.

Where a claim relates to **your** employment of a **domestic employee** exclusions (a) to (f) will not apply and exclusions (g) and (h) will not apply unless protection 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

Important note

Accidents which happen in buildings or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** occupying the **home**. Any liability arising solely from **your** ownership of the **home** (e.g. if **you** are a landlord and don't live in the **home**) is not covered under this section, but this is provided if **you** take **Buildings cover**.

Tenant's liability

We will cover **your** legal liability as a tenant for:

- a) loss of or damage to the landlord's **home** and fixtures and fittings by any of the causes listed under 'Contents in the home'; cover sections numbered 1 – 10.

- b) **accidental damage** to any of the following which form part of the **home**:
- fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings) and fixed glass (including glass in solar panels);
- c) **accidental damage** to cables or underground pipes that provide services to or from the **buildings**, and septic tanks and drain inspection covers.

We will not cover:

- o loss or damage excluded under 'Contents in the home', cover sections numbered 1 – 10;
- o loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule;
- o loss or damage caused by alterations, renovations, extensions or repairs.

Title deeds

We will pay the cost of preparing new title deeds to the **home**, if they are lost or damaged by any of the causes listed under 'Contents in the home', cover sections numbered 1 – 10.

Emergency access

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

Digital information

We will provide cover for accidental loss of legally downloaded digital information or music that **you** cannot recover by any other means.

Garden cover

We will pay for the cost of re-landscaping **your** garden, if **your** garden is damaged by a cause listed under 'Contents in the home', cover sections numbered 1 – 10.

Accidental damage cover to contents section

This cover only applies when shown on **your** schedule

We will provide cover for all other **accidental damage** to **contents** and **home office equipment** while in the **home** that is not covered by the 'Contents section'.

We will not cover:

- o the **excess(es)** shown on **your** schedule;
- o food;
- o loss in value;
- o any loss that is not the direct result of the insured incident itself;
- o damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- o damage caused by water entering **your home** regardless of how this happened (please note – certain water damage is covered under 'Contents in the home' cover sections numbered 1 to 10);
- o damage caused by chewing, scratching, tearing or fouling by domestic animals;
- o damage caused by the process of cleaning, washing, repairing or restoring any item;
- o damage which is excluded under 'Contents in the home', cover sections numbered 1 – 10;
- o loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet;
- o anything set out in the 'General exclusions' section of this policy booklet.

Contents conditions

The following conditions apply to the 'Contents section' and 'Accidental damage cover to contents section'.

1. The sum insured

At all times the sum insured must be at least equal to the full cost of replacing the property "as new". If at the time of loss the sum insured is too low **we** will not settle claims on an "as new" basis and will reduce any payments to reflect wear and tear.

2. Settling contents claims

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

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

Replacement will be based on the nearest equivalent available in the current market. Please note that **our** replacement mobile phones are refurbished models.

Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number.

If **we** can repair or replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to repair or replace it.

What we will pay

We will pay up to the limit(s) shown on **your** schedule (or in this booklet) for any one claim.

The limits shown on **your** schedule won't be reduced if **we** pay a claim.

Settling liability claims

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

- up to the limit shown on **your** schedule (less any amounts already paid by **us**); or
- 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**.

3. Matching items cover

This is not available on the Classic cover.

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

- a pair;
- a set;
- a suite;
- any other item of a uniform nature, design or colour; unless this cover is shown on **your** schedule, in which case the cover in the rest of this section applies.

If **we** have accepted a claim for loss or damage to **contents** on Plus Cover for **contents** which are part of a matching group or set of items, and **we** can't source a matching replacement, **we** will pay to replace the undamaged part(s) of the matching group where they are within the same room or open plan area as the damaged items or parts.

What we won't pay

Any loss that is not the direct result of the insured incident (for example, if the value of an item reduces because it's been repaired), unless **we** specifically tell **you** otherwise in any part of the policy.

If **we** ask **you** must give **us** any undamaged items that **we** have paid to have replaced.

See also the 'General conditions' section of this policy booklet.

Personal belongings section

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

This cover is for loss or damage to **your personal belongings** in and away from the **home** anywhere in the world.

Under the 'Personal belongings section' (including **Personal money** and Pedal cycles when shown on **your** schedule) **we** will not cover:

- the **excess(es)** shown on **your** schedule;
- more than the limit(s) shown on **your** schedule;
- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- confiscation or detention by Customs or other officials;
- loss in value;

- any loss that is not the direct result of the insured incident itself;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- theft where someone deceives **you** to steal **your** property (e.g. tricks **you** into handing it over or 'buys' it without making a proper payment). This doesn't apply where they only use deception to get into **your home** to steal property;
- business goods and equipment;
- anything set out in the 'General exclusions' section of this policy booklet.

Unless the following items are specifically shown on **your** schedule, **we** will not cover:

- pedal cycles and their parts, spares or accessories;
- **personal money**.

Personal money

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

We will cover loss of:

- **personal money** up to the limit shown on **your** schedule.

Under 'Personal money', **we** will not cover:

- loss caused by mistakes;
- credit and debit cards.

Pedal cycles

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

We will provide cover for loss of or damage to **your** pedal cycles anywhere in the world up to the limit shown on **your** schedule.

We will not cover:

- loss or damage while the pedal cycle is being used for racing, pace making trials or business purposes;
- theft of pedal cycles unless:
 - in **your** immediate custody and control;
 - securely locked to an object that can't be moved;
 - locked inside a concealed boot or concealed luggage compartment of a locked vehicle which has been broken into by using force and violence;
 - in a locked **building**.

Personal belongings conditions

These conditions apply to the 'Personal belongings section', (including **Personal money** and Pedal cycles).

1. The sum insured

At all times the sum(s) insured must be at least equal to the full cost of replacing the property "as new".

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

2. Settling personal belongings claims

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

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

Replacement will be based on the nearest equivalent available in the current market. Please note that **our** replacement mobile phones are refurbished models.

Where **we** provide **you** with a refurbished mobile phone **our** aim will be to let **you** keep **your** existing number but if, for reasons beyond **our** control, **you** can't then **your** replacement phone will be connected to a new number.

If **we** can repair or replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to repair or replace it.

What we will pay

We will pay up to the limit(s) shown on **your** schedule (or in this booklet) for any one claim. The limits shown on **your** schedule won't be reduced if **we** pay a claim.

See also the 'General conditions' section of this policy booklet.

3. Matching items

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

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

Buildings section

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

Under the 'Buildings section' **we** will not cover:

- the **excess(es)** shown on **your** schedule (no **excess** applies to Emergency access and **Your** liability to the public);
- wet or dry rot arising from any cause, except where the rot was directly caused by:
 - something which is covered by this policy; or
 - repairs or preventative work carried out by the tradesperson **we** arranged to deal with **your** claim.
- more than the limit(s) shown on **your** schedule;
- wear and tear. This means damage which happens naturally and predictably as a result of normal use or ageing, such as long term exposure of wallpaper to smoke;
- anything set out in the 'General exclusions' section of this policy booklet.

The buildings

We will provide cover for loss of or damage to the **buildings** caused by any of the following:

1. a) Fire, explosion, lightning or earthquake.
b) Smoke.
2. **Storm** or flood.
We will not cover loss or damage:
 - caused by frost;
 - to fences, gates and hedges.
3. a) Riot, civil unrest, strikes, or labour or political disturbances.
b) Malicious people or vandals.
Under (b) **we** will not cover loss or damage:
 - caused by paying guests, tenants or **you**;
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule.
4. Being hit by:
 - a) aircraft or other flying objects or items 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.

We will not cover loss or damage:

- that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule;
 - to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **home**;
 - by **subsidence, heave** or **landslip** caused by water escaping.
6. Heating fuel leaking from a fixed heating system.

We will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule.

7. Theft or attempted theft.

We will not cover loss or damage:

- caused by paying guests, tenants or **you**;
 - that happens after the **home** has been left **unoccupied** for more than the period shown on **your** schedule.
8. Falling television or receiving aerials (including satellite dishes), their fittings and masts.
 9. **Subsidence, heave** of the land on which the **buildings** stand, or **landslip**.
We will not cover:
 - damage to any part of the **buildings** except the house, flat or outbuildings unless **we** accept (or have already accepted) a claim for **subsidence, heave** or **landslip** damage to the house, flat or outbuildings;
 - damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave** or **landslip**, unless **you** told **us** about this and **we** accepted it;
 - damage caused by riverbank or coastal erosion;
 - damage to solid floors caused by infill materials settling, swelling or shrinking;
 - damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**.

10. Falling trees or branches. If **we** accept a claim for damage to **buildings** by falling trees **we** will also pay **reasonable costs** to remove the fallen tree or part of the tree from the site.

We will not cover costs **you** have to pay for:

- damage to fences, gates and hedges;
- removing the part of the tree that is still below ground;
- restoring the site.

Loss of rent and the cost of alternative accommodation

If the **home** can't be lived in because it's been damaged by something shown in 'Buildings section' cover sections numbered 1-10, **we** will pay for the following until it's fit to be lived in:

- Reasonable additional alternative accommodation costs for **you** (including **your** pets) if **you** live in the **home**.
- Any ground rent **you** still need to pay.
- If **you** have a lodger **we'll** pay:
 - any rental income **you** lose from them; or
 - reasonable additional alternative accommodation costs for them (and their pets), so long as they don't have other insurance to cover it.

We'll always try to keep **you** (and/or other occupants) in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities (like the loss of running water). If that isn't possible then **we'll** pay for 'reasonable alternative accommodation', taking into account all the circumstances of **your** claim and **we'll** aim to get **you** back **home** in the shortest time possible, this is likely to be whilst repairs are ongoing. **We** consider **your** needs, how many people live in the **home**, how long **you'll** need the accommodation, what's available locally and what it costs. **We** are happy to discuss and can offer help in finding accommodation.

Emergency access

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

Tracing and accessing leaks

If a water leak has damaged the **home**, **we'll** pay **reasonable costs**, up to the limit shown on **your** schedule, to remove any part of the inside structure of the **home** needed to find the source of the leak. **We'll** also make good after the leak's been fixed.

We'll ask **you** to pay to repair or replace the leaking pipe or part if it had simply failed or worn out. This is because **your** policy doesn't cover wear and tear. **We'll** only pay to repair the pipe or part if it's damaged by something which **your** policy covers (e.g. **accidental damage**, if applicable).

Loss or theft of keys

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.

Your liability to the public

(See the important note overleaf)

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;
- which happens during the period of insurance, where **your** responsibility arises:
- from **you** owning the **building** and its land; or
 - 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 this policy, for accidents happening during the period of insurance, or up to seven years afterwards, provided they are not covered by any other insurance

We will pay up to the limit shown on **your** schedule for any one incident and, in addition, will pay all **your** costs and expenses that **we** have already agreed to in writing.

We will not cover liability in connection with:

- o you occupying the **building** and its land;
- o any employee for anything which happens from, and in the course of, their employment by **you**;
- o loss of or damage to property which belongs to **you** or is in **your** care;
- o any **motorised vehicle**;
- o any agreement except to the extent that **you** would have been liable without that agreement;
- o **your** trade, business or profession;
- o Any electrically assisted pedal cycle while:
 - anywhere outside of England, Wales and Scotland;
 - 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).
- o anything set out in the 'General exclusions' section of this policy booklet.

Important note

Accidents which happen in buildings or on land are, in law, nearly always the responsibility of the person who lives there, rather than the owner. This section covers **your** liability arising from **you** owning the **home** (e.g. if **you** are a landlord). If **you** own the **home** and also live in it (e.g. **your** main **home** or **your** holiday **home**), any liability arising as occupier is not covered under this section, but this is provided if **you** take **Contents** cover.

Selling your home

If **you** have contracted to sell the **buildings** and they are damaged or destroyed 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.

If **you** are buying another property, with a mortgage from Santander UK plc, the new property will be insured against loss or damage arising from any cause covered by the 'Buildings section', for up to three months until completion after the contracts are exchanged or, in Scotland, the conclusion of missives. This does not apply if other insurance has been arranged by **you**.

Accidental damage cover to buildings section

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

We will provide cover for all other **accidental damage** to the **buildings** that is not already covered by the 'Buildings section'.

We will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe that **you** are legally responsible for in order to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful. But **we** will not cover damage due to a fault or limitation of design, manufacture, construction or installation.

We will not cover:

- o the **excess(es)** shown on **your** schedule;
- o damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- o damage caused by water entering the **home** regardless of how this happened (please note – certain water damage is covered under 'Buildings section' cover sections numbered 1 to 10);
- o damage caused by chewing, scratching, tearing or fouling by domestic animals;
- o damage caused by electrical or mechanical breakdown;
- o damage caused by **building** alterations, renovations, extensions or repairs;
- o damage excluded under 'Buildings section' cover sections numbered 1 to 10;
- o damage caused by **subsidence, heave** or **landslip**;
- o damage caused by paying guests or tenants;
- o anything set out in the 'General exclusions' section of this policy booklet.

Buildings conditions

The following conditions apply to the 'Buildings section' and 'Accidental damage cover to buildings section'.

1. The sum insured

At all times the **buildings** sum insured must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including any architects or

surveyors fees, removing debris and demolition costs. If at the time of the loss the sum insured is too low **we** will not settle claims on an 'as new' basis and will reduce any payments to reflect wear and tear.

2. Settling buildings claims

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

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

Replacement will be based on the nearest equivalent available in the current market.

If **we** can repair or replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to repair or replace it.

How we deal with claims for storm damage

We explain what **we** mean by **storm** in the 'Definitions' section. **We** try to be fair, so **we** don't just look at wind speed **we'll** take other factors into account like where **your home** is sited.

We'll check what the weather was like in **your** area when the damage happened and may ask for pictures or ask an expert to look at the damage to decide if it was caused by a **storm** and confirm that a lack of maintenance didn't cause or contribute to the damage.

If your property isn't in good condition

Whether **you're** claiming for **storm** or something else it's a policy condition that **you** keep **your** property in good condition so if **you** haven't done this and this was the reason (or main reason) for the damage then **we** may not pay **your** claim or may not pay it in full.

What we will pay

We will pay up to the limit(s) shown on **your** schedule (or in this booklet) for any one claim.

The limits shown on **your** schedule won't be reduced if **we** pay a claim.

If **we** accept a claim for loss or damage to **buildings**, **we** will also pay for:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes and must not include any amount to help **you** prepare **your** claim;
- the cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay;

- The cost of meeting building regulations or municipal or local authority bye-laws unless **you** had already been told about the requirement before the **buildings** were damaged.

Matching items cover

This is not available on the Classic cover.

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

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

unless this cover is shown on **your** schedule, in which case the cover in the rest of this section applies.

If **we** have accepted a claim for loss or damage to **buildings** on Plus Cover **we** will pay the cost of replacing any undamaged items of **buildings** forming part of:

- a fixed sanitary suite;
- fitted furniture or wall or floor tiles;

when:

- insured damage happens to matching items of **buildings**;
- replacements cannot be matched.

The most **we** will pay to replace undamaged items is the limit shown on **your** schedule.

If **we** ask **you** must give **us** any undamaged items that **we** have paid to have replaced.

Settling liability claims

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

- up to the limit shown on **your** schedule (less any amounts already paid by **us**); or
- 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**.

What we won't pay

Any loss that is not the direct result of the insured incident (for example, if the value of an item or the market value of **your home** reduces because it's been repaired), unless **we** specifically tell **you** otherwise in any part of the policy.

See also the 'General conditions' section of this policy booklet.

Legal services

This cover will only apply if it is shown on **your** schedule.

Please see **your** schedule for the **cover** limit.

There is no **excess** to pay to use this cover

How to get assistance – Call us first to get help and advice on 0345 030 7770.

1	<p>For confidential advice call 0345 030 7770</p> <p>Our legal helpline is available 24 hours a day, 365 days a year.</p> <p>Please have your policy number ready.</p>	<p>This cover is to help you and your family to pursue or defend legal claims.</p> <p>The issues we may be able to help with are described in the 'Your cover and insured events' section on pages 18 and 19.</p> <p>As soon as you become aware of an issue, please call the 24 hour helpline on 0345 030 7770 and we will ensure you are provided with help and advice, on a private legal matter, for you or a member of your household, and you can call for advice as many times as you need to.</p> <p>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	<p>We'll discuss the issue with you and help you understand your options.</p>	<p>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 insurance.</p>
3	<p>If your issue is covered under this policy we'll provide you with a lawyer.</p>	<p>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	<p>You will be asked to provide evidence.</p>	<p>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	<p>The lawyer will assess your case to determine your chances of winning.</p>	<p>The lawyer will first assess how likely you are to win your case. We call this 'prospects of success', and we explain this further on page 21. The lawyer who is acting for you decides this.</p> <p>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	<p>If you have sufficient chances of winning your case, the lawyer will progress it.</p>	<p>The lawyer will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve your case with the other side.</p>
7	<p>The case may progress to court.</p>	<p>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	<p>We will continue to fund the costs and expenses up to the limit shown on your policy schedule.</p>	<p>Providing the prospects of success stay in your favour we will continue, in line with the terms and conditions of this policy, to pay for the lawyer's costs and expenses throughout the claim.</p>
9	<p>Case closure</p>	<p>If you use a lawyer provided by Arc, our trusted experts, whether you win or lose you will not be liable for any payment (unless costs and expenses go over 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 100% of your compensation awarded and recovered to you.</p> <p>If you use a lawyer of your choice and you are awarded compensation, we cannot guarantee you will be able to keep all of it as a proportion may be retained by your lawyer.</p>

Your cover and insured events

Call us on **0345 030 7770** 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 **0345 030 7770**.

Employment disputes

What is covered?

- 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.

Common examples of employment dispute claims

- 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.

What is not covered?

- 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.

If **you** need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on **0345 030 7770** for assistance.

Property disputes

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent.

What is covered?

- 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**.

What is not covered?

- 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.
- A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to **your home**.

Common examples of property dispute claims:

- 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.
- Where a neighbour's overgrowing ivy or leylandii damages **your home**.
- Boundary disputes regarding building work or fences.

Consumer disputes

What is covered?

A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.

What is not covered?

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 dispute claims:

- 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.

Personal injury disputes

What is covered?

A claim following an incident that causes death or injury to **you**.

What is not covered?

- 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 dispute claims:

- 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.

Medical or cosmetic procedure negligence disputes

What is covered?

- 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.

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.

Common examples of medical or cosmetic procedure negligence dispute claims:

- 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.

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.

Questions and answers

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

The incident leading to a 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 Limited (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 that 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** will keep 100% of the compensation awarded and recovered to **you**;
- the **lawyer** charges competitive legal fees which means 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 that **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** premium on **your** Home Insurance policy. There is no policy **excess** or other fees to pay for using this service.

Who is the policy underwritten by?

Legal Services is underwritten by Aviva Insurance Limited.

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

In addition to words shown in the 'Definitions' section, whenever the following words or phrases appear in **bold** in this section they will have the following meanings (for this section only).

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.

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:

- 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 and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

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 Complaints Procedure.

Legal services exclusions and conditions

In addition to the specific Legal services exclusions and conditions shown below, the 'General exclusions' and 'General conditions' apply to this cover (unless otherwise stated).

1. What 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 happened 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. 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;
- p. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;
- q. any test case unless:
 - (i) the test 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 that has never been decided before this is often referred to as a 'test case'. The court's decision will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

2. 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 and 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**.

3. 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.

4. 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 on page 21 of this document.

General conditions

These conditions apply to all sections of the policy, except for 'Legal services' where conditions 2, 4 and 9 below do not apply.

1. Important notice – information we need to know about

You must always take reasonable care to give full and correct answers to the questions **we** ask. **You** must tell **us** immediately if anything on **your** policy schedule or the 'Information Provided By You' document is incorrect or changes during **your** policy period.

You also need to tell **us** if:

- any member of **your** household or anyone insured by the policy has any unspent criminal convictions (except motoring offences) or any prosecutions pending;
- the people to be insured change;
- any change or addition to the **contents** or the property to be insured results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- **you** plan to lend or let **your home**;
- **you** plan to use **your home** for business (except computer work, emails, telephone calls or administration);
- **you** plan to alter or renovate the **buildings** (but not internal renovations);
- **you** leave **your home unoccupied** for more than the agreed number of days shown on **your** schedule.

When **you** tell **us** about a change **we** will tell **you** if this affects **your** policy (for example if **we** can no longer offer cover or if **we** need to change **your** premium).

If **you** don't give **us** full and correct information, or tell **us** about the above changes, **we** may:

- change **your** premium, **excess** or cover;
- refuse to pay all or part of a claim or cancel **your** cover.

If **you're** unsure whether **you** need to tell **us** of a change, please contact **us** on:

0345 030 7767

Each renewal invitation is offered using the information **we** have at the time it's issued. **We** may revise or withdraw it if, before the date **your** renewal takes

effect, any event occurs that gives rise to a claim, even if **we're** notified after **your** renewal date.

We recommend **you** keep a record of all information supplied to the insurer for future reference (including copies of letters).

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.

You must keep **your** property in a good state of repair. If **we** identify that **you** have not maintained **your** property in a good state of repair and **you** do not improve and maintain the property to avoid future loss or damage, **we** may cancel **your** policy by providing 7 days' written notice to **your** current address. Failure to maintain **your** property in a good state of repair may result in future claims being refused or the amount **we** pay being reduced.

3. 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.

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 if **you** have lost something or **your** claim results from a criminal act (e.g. theft or malicious damage) and get a crime reference number;
- b) contact **us** as soon as reasonably possible and provide all the information and help **we** need to settle **your** claim;
- c) 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.

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**.

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 Occupier's, personal and employer's liability until all cover under that other insurance is exhausted. For all other claims **we** will not pay more than **our** share even if the other insurer refuses the claim.

Important note

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

7. Monthly premiums

If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on **your** schedule and on the same date of each following month. If **you** do not pay the first premium, the policy will not be valid.

We will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in General condition 8 below.

8. Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To exercise **your** right to cancel please contact **us** on:

0345 030 7767

Our right to cancel your policy

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims' condition in this section of **your** policy.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Contract of insurance' and 'Important notice – information we need to know about' section in this 'General conditions' section and the separate 'Important Information' notices supplied.

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

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

9. Joint policyholders

Any person named on **your** schedule can change the policy or make a claim. **We** can only remove a named person if they agree, if **we're** ordered to by a court, or if they've died and their personal representatives ask **us**.

General exclusions

These apply to all sections of the policy.

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.

This Terrorism exclusion does not apply to Legal services cover or Home Emergency cover.

3. Other actions

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

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

4. Radioactivity

loss, damage or liability which involves:

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

5. Pollution or contamination

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

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

6. Deliberate or criminal acts

any loss or damage:

- deliberately caused by; or
- arising from a criminal act committed by;

you, or by any other person living with **you**.

7. Events before the cover start date

loss, damage, injury or liability which occurred before the cover under this policy started.

8. Gradually occurring damage

- wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes gradual weathering, the effect of light; deterioration or depreciation; and
- any other gradually occurring damage (except **subsidence, heave and landslip**).

9. Faulty materials or workmanship

damage caused by faulty or unsuitable materials, or design, or poor workmanship.

10. Breakdowns or faults

claims for things which have just broken down or stopped working. This means anything ranging from boilers to home appliances and laptops. The exception is Home emergency cover which does cover emergencies related to some breakdowns (as described in that cover section).

Complaints procedure

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance we would encourage **you** to seek resolution by contacting us using the relevant contact details below.

If **your** complaint is about how **your** policy was sold, call us free of charge from a UK landline or mobile on **0800 171 2171**. We can resolve most complaints while you're on the phone.

Write to us at:

Complaints, Santander UK plc

PO Box 1125

Bradford

BD1 9PG.

Please include as much detail as possible about what's gone wrong, along with **your** name, address, policy number, contact number and a convenient time for us to call **you** to discuss **your** complaint.

If **you** have selected Home emergency cover and are unhappy with it, please refer to **your** separate Home emergency cover policy booklet for details on how to make a complaint.

If **your** complaint is about anything else, **you** can contact us on: **0345 030 7767**

Or **you** can write to:

Customer Care Team

PO BOX 7463

Level 2

Pitheavlis

Perth

PH2 0YX

What will happen if you complain

If **we** are unable to resolve **your** concerns quickly, **we** will:

- acknowledge **your** complaint promptly;
- assign a dedicated complaint expert who will review **your** complaint;
- carry out a thorough and impartial investigation;
- keep **you** updated of the progress;
- do everything **we** can to resolve things as quickly as possible;
- provide a written response within eight weeks of receiving **your** complaint, this will inform **you** of the results of **our** investigation or explain why this isn't possible.

Where **we** have been unable to resolve **your** concerns or have been unable to resolve **your** complaint within eight weeks, **you** may be able to ask the Financial Ombudsman Service to carry out an independent review. This is a free independent and impartial service that helps resolve disputes. Whilst **we** are bound by their decision **you** are not. Contacting them will not affect **your** legal rights.

You can contact the Financial Ombudsman Service by telephone on **0800 023 4567**. **You** can also visit their website at **www.financial-ombudsman.org.uk** where **you** will find further information.

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