

# Home Escape of Water cover

## Cover is included as part of Your Aviva Connected Home policy

Your Aviva Connected Home Policy is arranged by Aviva UK Digital Limited, administered by Neos Ventures Limited (“Neos”) and the Insurer is AmTrust Europe Limited (‘Insurer’)

Aviva UK Digital Limited and the Insurer are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Neos is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register by visiting the FCA website - [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 or the PRA on 020 7601 4878

### DEFINITIONS

Wherever the following words appear in this section they will have the meanings shown below;

**Aviva** - Aviva Insurance Limited, the insurer of the home insurance policy to which this contract is linked.

**Contractor** – The contractor or tradesperson chosen by us to respond to your home escape of water.

Contractor’s reasonable and properly charged labour costs, parts and material

**Emergency Costs** - A sudden unexpected event which requires immediate action in order to a) prevent damage or avoid further damage to the **home**, and/or b) render the **home** safe or secure, and/or c) restore the main service to the **home** and/or d) alleviate any health risk to **you**.

**Heave** - Upward movement of the ground beneath the buildings as a result of the soil expanding [or swelling].

**Home** - Your principal private dwelling and the garages and outbuildings used for domestic purposes at the Risk address shown in the schedule

**Landslip** - Downward movement of sloping ground.

**Neos** - Neos Ventures Limited (company number 09941700) authorised

and regulated by the Financial Conduct Authority, the independent body who regulates firms working in financial services (reference number: 75214)

**Period of insurance** - The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium

**Reasonable** – Where we use the term **reasonable** in the context of emergency costs this means that we will pay costs for goods and services which are competitive in the relevant marketplace.

**Subsidence** - Downward movement of the ground beneath the buildings other than by settlement.

**Unoccupied** – The home is unoccupied when it is not being lived in.

**We/ Us /our** - Neos in association with Aviva as administrators of the policy and ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, AmTrust Europe Limited

**You/your/insured** - The person or persons named as the policy holder in the schedule, their spouse or partner, children, parents and other relatives normally living with them.

### YOUR COVER

Following an Emergency escape of water which has been detected by your Aviva connected home water leak Detector and alerted to **you** via the App provided that **you** have paid the insurance premium;

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay emergency costs up to £1,000 (including VAT) for claims reported during the <b>period of insurance</b> for the <b>Insured</b>	We will not indemnify <b>you</b> for any liability arising from or related to:
<b>Plumbing &amp; drainage</b> The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home, which results in a home emergency.	a) the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)  b) Blockage of supply or waste pipes due to freezing weather conditions.

### CONDITIONS THAT APPLY TO HOME ESCAPE OF WATER COVER

Failure to keep any of these conditions may lead the insurer to cancel **your** cover, or refuse to pay a claim:

#### 1. Your Responsibilities

**You** must:

- observe and keep to the terms of the policy
- not do anything that hinders **us** or the contractor
- tell **us** as soon as practicable of anything that may materially alter **our** assessment of the claim
- cooperate fully with the contractor and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover emergency costs that the insurer pays and pay to the insurer all costs that are recovered should these be paid to **you**

g. minimise any emergency costs and try to prevent anything happening that may cause a claim

h. allow the insurer at any time to take over and conduct in **your** name any claim, proceedings or investigation

#### 2. Our Consent

**We** must give **you our** consent to incur **emergency costs**. The insurer does not accept liability for **emergency costs** incurred without **our** consent.

#### 3. Settlement

**You** must not settle the contractor’s invoice or agree to pay **emergency costs** that **you** wish to claim for under this policy without **our** agreement.

#### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## EXCLUSIONS THAT APPLY TO HOME ESCAPE OF WATER COVER

You are not covered for any claim arising from or relating to:

1. emergency costs which have been incurred before we accept a claim
2. emergency costs where there is no one at your home when the contractor arrives
3. any matter occurring prior to, or existing at the start of this cover, and which you believed or ought reasonably to have believed could give rise to a claim under this policy
4. any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
5. the cost of making permanent repairs including any redecoration or making good the fabric of your home, for this cover please refer to your Aviva Home insurance policy

- a. once the home escape of water situation has been resolved
- b. arising from damage caused:
  - i. in the course of the repair or
  - ii. in the course of investigation of the cause of the Insured event or
  - iii. in gaining access to your home
- c. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- d. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)

6. your home being left unoccupied for more than 60 days consecutively
7. goods or materials covered by a manufacturer's, supplier's or installer's warranty
8. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
9. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
10. subsidence, landslip or heave
11. blockage of supply or waste pipes to your home due to freezing weather conditions
12. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
13. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon you.

## CANCELLATION

See your Aviva Home insurance policy for full details of your cancellation terms and rights. If you cancel your Aviva Home insurance policy it will automatically cancel this contract.

## WHAT TO DO IF YOU ARE UNHAPPY

If you have a complaint please contact Aviva as shown below

IF YOUR COMPLAINT IS ABOUT	WHO TO CONTACT
A claim	Call Aviva on 0345 030 6945
Anything else related to your Aviva Connected Home policy	Call Aviva on 0345 030 7078 or write to: Customer Relations, Curan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR

We will acknowledge your complaint promptly. If we can't fully investigate and respond to your complaint within 10 working days, we will let you know our expected response date.

If you are unhappy with the outcome of your complaint you may refer the matter to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Telephone 0800 023 4567 (free from UK landlines and mobiles) or 0300 123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not.

## COMPENSATION

See your Aviva Home insurance policy for details of compensation arrangements.

Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone, you can also use the European Commission Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint.

The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.