

Your AvivaPlus
landlord insurance policy

How to get help...

Claims	Contact Please have your policy number ready when you call	Opening hours
Claims (except Landlord's legal services)	Take a look at 'Making a claim' below then go online at aviva.co.uk/MyAviva or call 0800 158 4091 Please always call if you need urgent help	24 hours a day
Landlord's legal services claims	0800 092 8232	
Complaints about a claim	0800 158 4091	
Helplines		
Legal helpline - for advice on landlord and personal legal issues (including tax) (Advice is limited to the laws and practices of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man)	0800 092 8232	24 hours a day
Customer services		
Questions or changes to your policy or the information you've given us	0800 656 9717 or make your changes online at aviva.co.uk/MyAviva	8am – 8pm Mon-Fri
Requests for large print, audio or Braille policy documents if you have a disability	0800 656 9717	8.30am – 5pm Sat
Complaints (other than about a claim)	0800 656 9717 alternatively write to us at Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR	10am – 4pm Sun and Bank holidays

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. For our joint protection telephone calls may be recorded and/or monitored.

What to do if you're unhappy

If you have a complaint please see above for the contact numbers. Full details of the complaints procedure can be found in the 'Important Information' document.

Making a claim

If you need to make a claim or have a query about something that's happened please see the contacts on the previous page.

Please always call us if you need urgent help, for example:

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

Our personal claims managers offer help and advice around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we'll take care of the arrangements. You just have to pay the excess.

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

Getting ready to claim

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



The home policy number (unless you're logged on to MyAviva.)



Photos of damaged or lost property. For buildings damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.



Receipts, quotes or invoices, where appropriate.



Estimate of the size of the affected area where buildings or carpets are damaged. It can also help to tell us the size of the affected rooms.

Photos and documents (word, pdf) can be uploaded when you tell us about a claim online.



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

Helpful information about your AvivaPlus landlord insurance policy



Information and changes we need to know about

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

Finding your way around	Page		Page
How to get help	2	Accidental Damage option	10
Making a claim	3	Premium Buildings cover	11
Words and phrases with special meanings	5	Liability section	13
Understanding your cover level	7	Landlord's Legal Services	14
Your AvivaPlus Landlord insurance policy	8	General Conditions (including your cancellation rights)	22
Basic and Regular Buildings cover	9	General Exclusions	26

Key - To help you when you read your policy:



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



These boxes give you additional helpful information

These boxes highlight what your policy does not cover

Bold text

The meaning of words or phrases in **bold** are shown in the 'Words and phrases with special meanings' section.

As we use the words 'we, us, our' and 'you, your' so frequently we won't show them in bold text every time we use them. These words will always have the following meanings (unless we tell you otherwise in any particular part of your policy)

We, Us, Our – Aviva Insurance Limited

You, Your – The person (or people) named on your schedule and any other private individual who jointly owns the **home**.

Words and phrases with **special meanings**

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.

Accidental damage does not include breakdowns or faults (including faulty workmanship or design).

Buildings

- a. The **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home** and pipes and cables providing services to the **home**.
- b. Fixtures, fittings and decorations.

These must all be at the address shown on your schedule.

Clauses

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

Excess

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

Garden

In the open within the boundaries of the land belonging to the **home**.

Heave

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

Home

The house or flat and its outbuildings (including garages) at the address shown on your schedule, all used for domestic or clerical business purposes only (clerical business means computer work, emails, telephone calls or administration).

Landslip

Movement of land down a slope.

Landlord's core furnishings

Carpets, curtains and large, freestanding, kitchen appliances (for example fridges, freezers, washing machines, dishwashers and ovens).

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the **garden**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use).

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**.

Words and phrases with **special meanings**

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

Subsidence

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

Sum Insured

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

Unoccupied

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



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

Understanding your cover level

We offer three levels of cover with AvivaPlus – Basic, Regular and Premium. Your schedule shows the one you have chosen and the cover limits which apply.

The level of cover chosen determines your cover limits, what's included in your initial price, and what optional extras you can choose. Covers shown in this policy booklet but not mentioned below apply to all cover levels.

	Basic	Regular	Premium
Buildings are covered for the usual insurance risks such as fire, theft, subsidence, storm	✓	✓	✓
Buildings are covered for other types of accidental damage This covers damage which you could not claim for under Basic or Regular cover, for example cracking a bath or basin by dropping something into it or drilling into a water pipe by accident	Not available	Optional	✓
Landlord's core furnishings (carpets, curtains and large, freestanding, kitchen appliances such as cookers and fridges) are covered for the usual insurance risks such as fire, theft and flood.	Not available	✓	✓
Landlord's core furnishings (as described above) are covered for other types of accidental damage .	Not available	Included if Buildings Accidental Damage option selected	✓
Landlord's legal services	Optional	Optional	✓

If you are considering changing your current level of cover please log on to aviva.co.uk/MyAviva to see more detail of the cover limits for each level or call Customer Services to discuss.

Your AvivaPlus landlord insurance policy

As an AvivaPlus Landlord policyholder your Buildings cover includes the following benefits whatever level of cover you've chosen (unless otherwise stated). Your schedule will show any limits that apply.

Loss of rent and the cost of alternative accommodation

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

- ground rent you still have to pay;
- rent payable to you, or (if not otherwise insured) reasonable additional expenses your tenant has to pay (over and above the normal rent) for alternative accommodation;



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

Trace and Access

If you are claiming for loss or damage to the **buildings** caused by water or fuel escaping from water tanks, pipes, equipment or fixed heating systems in the **home**, we will also pay the **reasonable cost** of removing any other part of the **buildings** necessary to find the source of the leak and making good after the leak's been fixed.



We will ask you to pay to repair or replace the pipe or other part which caused the leak if it leaked simply because it had failed or worn out. This is because you are not covered for 'wear and tear' or breakdowns.

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.

Emergency Access

We will cover damage to the **home, garden** and (with Regular and Premium level only) **landlord's core furnishings** caused while gaining necessary access to deal with a medical emergency or to prevent damage to the **home**.

(No **excess** applies for emergency access claims.)

Selling your Home

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

Your liability to the public

Please see the Liability section in this booklet for details of this cover.

Buildings section

Your schedule shows the level of cover you've chosen and the cover limits and **excess(es)** which apply.

The different levels of cover are shown below, please take care to read the details for your chosen cover level

Basic and regular **buildings cover**

What is covered

Loss of or damage to the **buildings** (and **landlord's core furnishings** if you have chosen Regular cover) caused by any of the following:

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

What is covered

6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft.
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**.
10. Falling trees or branches.

If we accept a claim for damage to the **buildings** by falling trees we will also pay **reasonable costs** you have to pay for removing the fallen tree or part of the tree (this does not include any part of the tree which remains below ground).

Basic and regular buildings cover exclusions

What isn't covered

- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing. For example an ageing flat roof can fail allowing water to get in. Insurance doesn't cover this – it's part of your responsibility as the homeowner to keep your home in good order.

- **Storm** damage to fences, gates and hedges.
- Theft or attempted theft by your tenants.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on your schedule:
 - malicious people or vandals;
 - water freezing in or escaping from water tanks, pipes, equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.

What isn't covered

- **Subsidence, heave or landslip:**
 - to any part of the **buildings** except the **home** unless we accept (or have already accepted) a claim for **subsidence, heave, or landslip** damage to the **home**;
 - 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 it and we accepted it.
- Loss or damage caused by:
 - **settlement** or by shrinkage or expansion of parts of the **buildings**;
 - riverbank or coastal erosion;
 - frost.
- Wet or dry rot arising from any cause except where the rot was directly caused:
 - by an unforeseen event which is covered by your policy or;
 - by repairs or preventative work carried out by the tradesperson we arranged to deal with your claim.
- Anything set out in the General exclusions.

Accidental damage option

If you have chosen Regular buildings cover this option is available to you. Your schedule will show if you have selected it.

What is covered

All other **accidental damage** to the **buildings** and **landlord's core furnishings** that is not covered by Regular buildings cover.

Accidental damage option exclusions

What isn't covered

- The cost of repair or replacement due to a breakdown or fault (for example, a broken-down boiler or washing machine).
- Chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by:
 - vermin, insects, fungus, weather conditions;
 - water entering your **home** regardless of how this happened. (Please note your Regular buildings cover covers you for water damage caused by flooding, a **storm** or from leaking pipes, tanks, equipment or fixed heating system);
 - building alterations, renovations, extensions or repairs.

What isn't covered

- Anything which is excluded under Regular buildings cover or set out in the General exclusions.

Premium buildings cover

What is covered

- Loss of or damage to the **buildings** and **landlord's core furnishings**.

Premium buildings exclusions

What isn't covered

- Wear and tear.



This means damage which happens naturally and predictably as a result of normal use or ageing. For example, an ageing flat roof can fail allowing water to get in. Insurance doesn't cover this wear and tear – it's part of your responsibility as the homeowner to keep your home in good order.

- The cost of repair or replacement due to a breakdown or fault (for example a broken down boiler or washing machine).
- **Storm** damage to fences, gates and hedges.
- Theft or attempted theft by your tenants.
- Loss or damage caused by the following when your **home** has been left **unoccupied** for more than the period shown on your schedule:
 - malicious people or vandals;
 - water freezing in or escaping from water tanks, pipes, equipment or fixed heating systems;
 - heating fuel leaking from a fixed heating system;
 - theft or attempted theft.
- **Subsidence, heave or landslip:**
 - to any part of the **buildings** except the **home** unless we accept (or have already accepted) a claim for **subsidence, heave, or landslip** damage to **your home**;

What isn't covered

- 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 it and we accepted it.
- Chewing, scratching, tearing or fouling by domestic animals.
- Loss or damage caused by:
 - water entering your **home** which was not caused by a **storm** or flooding (eg from overflow of external water sources such as rivers, lakes and the sea), or from leaking pipes, tanks, equipment or fixed heating systems;
 - frost;
 - **settlement** or by shrinkage or expansion of parts of the **buildings**;
 - riverbank or coastal erosion;
 - vermin, insects, fungus;
 - building alterations, renovations, extensions or repairs.
- Wet or dry rot arising from any cause except where the rot was directly caused:
 - by an unforeseen event which is covered by your policy, or
 - by repairs or preventative work carried out by the tradesperson we arranged to deal with your claim.
- Anything set out in the General exclusions.

Liability section

Your policy includes cover for your legal liability as described below:

What is covered

Your liability to the public

We will cover your legal liability to pay damages and claimant's costs and expenses for:

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

which happens during the period of insurance and arising from you owning the **home** including the land belonging to it.

Cover includes claims made against you under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any former property owned and insured under 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 plus related costs and expenses that we have agreed to in writing.

What isn't covered

We won't cover liability in connection with:

- you occupying the **home** and its land;
- any employee for anything which happens from, and in the course of, their employment with you;
- your trade, business or profession (except as landlord of the **home**);
- any **motorised vehicle**;
- loss of or damage to property belonging to you or in your care;
- any agreement unless you would still have been legally liable without that agreement;
- anything shown in the General exclusions (except the **excess** which doesn't apply).

Landlord's legal services

This section will only apply if it is shown on your schedule. Cover is underwritten by Aviva Insurance Limited. Claims handling is managed by Arc Legal Assistance Limited (Arc).



It is a requirement of this cover to have a formal **tenancy agreement** in place

Conditions Of Cover

This section covers you for **costs and expenses** up to the amount shown on your schedule to pursue civil legal cases for damages or injunctions and defend criminal prosecutions as described in the insured events section below. It is a condition of cover that:



- a) You must contact us as soon as you become aware of a situation that may lead to a claim
- b) Your claim will only be covered where the insured event (as described in the Insured Events section) has occurred within the period of insurance.
- c) Your claim should have reasonable prospects of success (this means you have more than a 50% chance of winning) as defined by an independent **lawyer** appointed by us (a suitably experienced legal professional)
- d) The cost of your claim must be proportionate to the expected benefit (this means that the expected **costs and expenses** needed to deal with your claim must not be more than the expected benefit). This assessment will be conducted by an independent **lawyer** appointed by us.
- e) Your claim will only be covered where the Insured event has occurred within the United Kingdom, or the Channel Islands or the Isle of Man.

Where the following words or phrases appear in bold within this section they will have the following meaning:

Costs and expenses

All legal or accountancy costs charged by the **lawyer** (or accountant under the tax disputes section) and authorised by us or that you are ordered to pay by a court/ other body.

Dilapidations Inventory

A full and detailed inventory of your contents and their condition within the home which has been signed by the **tenant**.

Guarantor

The individual who has provided a financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**.

Lawyer

A suitably experienced legal professional.

Rent

The monthly amount payable by the **tenant** to you as set out in the **tenancy agreement**.

Tenancy Agreement

A written tenancy agreement between you and the **tenant** for the occupation of your **home**, which is used for domestic or clerical business purposes only (clerical business means computer work, emails, telephone calls or administration).

With the exception of Scottish private residential tenancy agreements, the tenancy agreement must be for a term of no more than 12 months or, if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenant

The occupier(s) of the **home** named in the **tenancy agreement**.

How To Get Assistance – Call us first to get help and advice on 0800 092 8232

This cover is to help you to pursue or defend legal claims as a landlord. The issues we may be able to help with are described in the insured events section.

1. For confidential legal advice call **0800 092 8232** we'll discuss the issue with you and help you understand your options. Our legal helpline is available 24 hours a day, 365 days a year. Please have your policy number ready.

As soon as you become aware of an issue, please call the 24 hour helpline on **0800 092 8232**. 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 tell you if your issue could be covered under this section of cover.

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).

2. If your issue is covered under this policy we'll provide you with a **lawyer**.
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.
3. If your issue isn't covered, you'll still be able to access impartial legal advice.



We can only accept claims for events covered under the policy, however even if we can't progress your claim, you can use the legal helpline to speak to a legal expert on any matter related to your duties as a landlord or on any personal legal matter (including the likes of divorce and child custody).

4. When your claim progresses, you will be asked to provide evidence.
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 need to provide this at your own cost.

5. The **lawyer** will assess your case to determine your chances of winning.

Where a claim is referred to a **lawyer**, they will first assess how likely you are to win your case. We call this 'prospects of success'. The lawyer who is acting for you decides this. If the **lawyer** believes that you are more likely than not to win your case, and the costs and expenses are proportionate, then they will pursue it for you and we will pay their costs and expenses.

6. If you have sufficient chances of winning your case, the **lawyer** will progress it.

The **lawyer** will try to resolve your case with the other side.

7. The case may progress to court.

If an agreement can't be made the case may progress to a court, tribunal or other body who will decide the outcome. You may have to attend and give evidence.

8. And we will continue to fund the costs and expenses up to the limit shown on your policy schedule.

Providing the prospects of success stay in your favour, and **costs and expenses** remain proportionate, we will continue to pay for the **costs and expenses** throughout the claim up to the amount shown on your schedule.

9. Case closure.

If you use a **lawyer** provided by Arc, whether you win or lose you will not be liable for payment (unless costs go above the amount on your schedule, and we will notify you of your options if this is likely to happen). If you are awarded compensation as part of your case, then you keep 100% of the compensation awarded and recovered to you. If you use a **lawyer** of your choice and you are awarded compensation, we cannot guarantee that you will be able to keep all of it as a proportion may be retained by your **lawyer**.

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 or other benefit you are seeking 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 'What to do if you are unhappy' section of the 'important Information' document.

Landlord's legal services insured events

You can claim under this section of your insurance for each of the events described below (known as insured events). The maximum amount we will pay for any one claim is shown on your schedule.

What is covered

Repossession

We will pay **costs and expenses** to recover possession of the **home** which you have let to a **tenant**.



Provided that you have entered into a written **tenancy agreement** between you and the **tenant** for the occupation of your **home**. With the exception of Scottish private residential tenancy agreements, the **tenancy agreement** must be for a term of no more than 12 months or, if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

What isn't covered

Claims:

- arising from or connected to your performance, or non performance of your obligations under the **tenancy agreement**;
- where you have not kept full and up to date rental records or have allowed the **tenancy agreement** to be transferred to another party unless all other terms of the insurance have been complied with;
- involving any occupant of the **home** over the age of 18, other than the **tenant**;
- relating to the payment or non-payment of services charges as defined with the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England;

What isn't covered

- where the **home** is not solely used for domestic or clerical business purposes only (clerical business means computer work, emails, telephone calls or administration);
- where the **tenant** is not aged 18 years or over.

What is covered

Pursuit of rent arrears and dilapidations

We will pay **costs and expenses** to pursue a claim against the **tenant** (or **guarantor**) if they:

- owe you rent that is due under the **tenancy agreement**;
- have caused dilapidations (missing or damaged items) to your **home**.



Provided that:

- We have accepted a claim from you under the Repossession section, to recover your **home**.
- The missing or damaged items were contained within a **dilapidations inventory**.

What isn't covered

- Claims where you are in breach of any rules, regulations or Acts of Parliament relating to the deposit.

Landlord's legal services insured events

What is covered

Property disputes

We will pay **costs and expenses** involved in dealing with disputes:

- relating to the interference of your use or enjoyment of right over the **home**;
- relating to damage to the **home**;
- regarding an agreement for the sale or purchase of the **home**;
- directly related to a breach of contract for the purchase or hire of goods or services in relation to the repair and renovation of the **home**.

What isn't covered

Claims:

- relating to planning law including town and country planning legislation;
- relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to your **home**;
- arising from a dispute relating to a **tenancy agreement** or any other lease or license to occupy property or land.

What is covered

Criminal Prosecution

We will pay **costs and expenses** to defend a claim brought against you in relation to the **home** under:

- The Gas Safety (Installation and Use) Regulation 1994;
 - The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993;
 - The Electrical Equipment (Safety) Regulations 1994 and later amending regulations or their equivalent outside of England and Wales;
- provided that you take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What isn't covered

- Claims arising from something you have done, or not done, knowing it to be wrongful or ignoring that possibility.

Landlord's legal services insured events

What is covered

Tax disputes

We will pay **costs and expenses** of dealing with and responding to a full business enquiry by HMRC into your affairs as a landlord for the **home**, provided that:

- you maintain accurate, truthful and up to date records, and you file your returns in accordance with legal timescales;
- your claim directly relates to your business activities as a landlord.

What isn't covered

Claims:

- involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of HMRC;
- where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive;
- involving tax avoidance schemes.

Landlord's legal services general conditions and exclusions

In addition to the specific landlords legal services general conditions and exclusions shown below all of the General exclusions and General conditions shown later in this policy apply to this section of cover (unless they specifically state otherwise).

1. 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. you were already in dispute with the **tenant** over payment of rent;
 - b) claims where you do not keep to the terms, exclusions and conditions of the cover;
 - c) **costs and expenses** which are incurred prior to our written agreement and authorisation;
 - d) claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or 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 ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
 - j) an application for judicial review;
 - k) any claim that relates to a class action e.g. if you are part of a group of people who are all making the same claim;
 - l) disputes between you and us or Arc where the dispute relates to this cover;
 - m) 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;
 - n) 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;
 - o) any claim made by anyone other than you attempting to enforce their rights under this cover;
 - p) any test case unless:
 - i) the case relates to the interpretation of a newly or recently enacted law, and
 - ii) our **lawyer** agrees that the case is more likely than not to be successful.
- When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

Landlord's legal services general conditions and exclusions

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 which are available on request.
 - iii) 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 'What to do if you are unhappy' 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 described earlier in this document.

General conditions

These conditions apply to all sections of your policy cover (except for 2,5,7, 8 and 10 which don't apply to Landlord's Legal Services cover).

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 also tell us if anything on your policy schedule or 'Information provided by you' document is incorrect or changes during your policy period

You also need to tell us if:

- you plan to
 - stop letting the **home**;
 - use the **home** (or allow the **home** to be used) for business (except computer work, emails, phone calls and administration);
 - leave the **home unoccupied** for more than the agreed number of days;
 - alter or renovate the **buildings** (though not internal renovations);
- anyone insured on the policy has any unspent criminal convictions (except motoring offences) or any prosecutions pending.

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

2. Your duty to prevent loss or damage

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

3. Your policy

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

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

4. 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.

5. 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;

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 payments to reflect wear and tear.

6. Cancellation

Your rights

A policyholder (someone named on the schedule) can cancel the policy or remove additional covers at any time by calling Customer Services.

Our rights

We may cancel your policy or additional covers where there is a valid reason, for example where:

- you have not paid your premium when due. If you miss a payment we will write to you giving a further date to pay. If we don't receive payment by then we will cancel the policy from the date shown on the letter;
- we reasonably suspect fraud;
- you fail to co-operate with us or give us information or documentation we ask for, and this affects our ability to process a claim or defend our interests;
- you have not given complete and accurate answers to the questions we ask.

Where we cancel, we'll always give you at least 7 days' notice by post or email to the last address you've given us and tell you the reason why. The exception is where we have evidence that you have acted fraudulently or deliberately given us incorrect or incomplete information when we may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when you first bought your policy.

Will I get a premium refund?

- If your policy or an additional cover is cancelled before the cover starts we'll refund the premium you've paid for the cancelled cover.
- If the cancellation is after cover has started, as each monthly payment provides one calendar month of cover, you will receive a refund based on the number of days left in the month of cover which you have paid for.

The refund set out above will not apply if we cancel your policy because of your fraud and/or we are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

7. 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:

- tell the police immediately if you've lost something or your claim results from a criminal act (eg theft or malicious damage) and get a crime reference number;
- contact us as soon as reasonably possible and provide all the information and help we need to settle your claim;
- tell us without unnecessary delay if any property is later returned to you;
- call us if you receive any information or communication about the event or cause;
- 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

- 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.

- No property may be abandoned to us.

General conditions

Settling Buildings and/or Contents Claims

We can choose to settle your claim by:

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

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

The most we will pay for loss or damage arising out of one incident is the amount shown on your schedule unless otherwise stated. We will not reduce the **sum insured** by the amount under any 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.

What we won't pay

- the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour;
- 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).

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.

8. Proof of value and ownership

When you are claiming for **landlord's core furnishings** it is your responsibility to prove any loss. We therefore recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

9. 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.

10. No-claim discount

If you make a claim under your policy, we will reduce your no-claim discount at the renewal of your policy. If you do not make a claim, we will increase your no-claim discount until you reach our maximum of 5 years, at the renewal date of your policy.

11. Other Insurance

If there is any other insurance covering the same claim we will not pay more than our share of the claim, even if the other insurer refuses the claim.

12. Joint policyholders

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

13. Monthly premiums

Your monthly premiums 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, this 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 on the date it is due, we will have the right to cancel the policy as set out in the 'Cancellation' section of these General Conditions.

General exclusions

These apply to all covers shown in this booklet except for 1 and 4 which don't apply for Landlord's Legal cover

This policy does not cover:

1. The excess

The **excess(es)** shown on your schedule.



If your **buildings** suffer **subsidence, heave or landslip** damage, regardless of the underlying cause of the damage, the **subsidence, heave and landslip excess** shown on your schedule will apply to your claim.

2. Faulty materials or workmanship

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

3. 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.

4. 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:

- the use or threat of force and/or violence and/or
- 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.

5. 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 3) War or 4) Terrorism above.

6. Radioactivity

Loss, damage or liability which involves:

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

7. Pollution or Contamination

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

General exclusions

8. Deliberate or Criminal Acts

Any loss or damage:

- you cause deliberately or
- arising from your criminal act.

9. Events before the cover start date

Anything which occurred before the cover under this policy started.

AvivaPlus

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

NHDHG14988 07/2019

