

Underwritten by



TENANTS AND LEASEHOLDERS INSURANCE SCHEME

HOME CONTENTS POLICY BOOKLET

**THIS INSURANCE DOES NOT COVER YOUR PROPERTY
AGAINST EVERYTHING THAT CAN HAPPEN**

**PLEASE READ THE POLICY AND QUERY ANYTHING
YOU DO NOT UNDERSTAND**

Some useful addresses and telephone numbers

- | | | |
|----------------------|---|--|
| 1. The Administrator | Wigan & Leigh Housing,
Pemberton Housing Office,
3 Orrell Road,
Pemberton,
Wigan,
WN5 8EW
Tel: 01942 734061 | For general insurance
enquiries please quote
rent reference No.

(where claim forms
should be obtained) |
| 2. The Loss Adjuster | Robins Response,
Clifton House,
Suite 2, 2nd Floor,
Bradford Road,
Bailliff Bridge,
Brighouse,
HD6 4JJ
Tel: 0845 6010338 | (where claim forms
should be sent) |
| 3. The Insurer | Aviva,
Ground Floor,
139 West Regent Street,
Glasgow,
G2 2BQ
Tel: 0141 309 5000 | |
| 4. Scheme Broker | Tenant Insurance Services,
Aon Limited,
Sentinel,
103 Waterloo Street,
Glasgow
G2 7BW | |

TENANTS AND LEASEHOLDERS **HOME CONTENTS INSURANCE**

INTRODUCTION

This is your Wigan & Leigh Housing Tenants' and Leaseholders' Home Contents Insurance Policy. It explains your insurance protection in detail.

Please read it carefully and keep it in a safe place.

Please check your policy SCHEDULE enclosed with your policy to ensure the details WE hold are correct.

If after reading your policy YOU have any questions please contact your insurer Aviva, or the broker Aon Limited (see back cover for contact details).

It will help US to deal with your enquiry if YOU give the name of scheme YOU belong to.

Telephone Call Recording

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

VERY IMPORTANT – PLEASE READ

No insurance policy protects against everything. Only the causes listed in the section named “Policy Cover” are insured under this Policy (subject to Policy Conditions and **EXCLUSIONS**).

Any loss or damage not listed in the Policy Cover Section is **NOT** covered.

Please ensure that YOU read the full policy booklet and query anything YOU do not understand.

Your cancellation rights - YOU have the right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which YOU receive your policy documentation, whichever is the later - for full details please refer to the Cancellation Rights condition shown on page 23.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio or Braille. If you require any of these formats, please contact THE ADMINISTRATOR.

THE CONTRACT OF INSURANCE

Your Insurance Policy is a contract between US, AVIVA, and YOU, THE POLICYHOLDER. It is formed by your application form and this policy document.

WE will insure YOU against loss, damage or legal liability which may happen during any PERIOD OF INSURANCE which YOU are covered for. This is based on the information YOU gave US and the declaration YOU made in the application form. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when YOU can make a claim. It tells YOU how WE settle claims and the maximum amounts WE will pay.

Insurance policies do not cover YOU against every loss. For example, YOU cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the “EXCLUSIONS” - the things YOU are not covered for.

There are also certain conditions which YOU must meet. For example, YOU must make sure that your property is in a good state of repair and YOU must take all reasonable steps to prevent injury, loss or damage.

YOU must also make sure that the amount YOU insure for will always give YOU enough cover.

MAKING A CLAIM – Should you need to make a claim under this policy, please refer to page 20 of this booklet.

YOU must tell US about any changes which affect your policy and which have occurred since the policy started. eg Intended unoccupancy of the property or any criminal convictions (other than motor offences). If YOU are not sure whether certain facts are relevant please ask THE ADMINISTRATOR. If YOU don't tell US about relevant changes, your policy may not be valid or the policy may not cover YOU fully.

YOU should keep a written record (including copies of letters) of any information YOU give US, or THE ADMINISTRATOR.

Aviva Insurance UK Limited
Registered in England Number 99122
Registered Office: 8 Surrey Street,
Norwich
NR1 3NG
Authorised and regulated by the Financial Services Authority

A GUIDE TO YOUR POLICY

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DEFINITIONS

Each time WE use one of the words or phrases below, it will have the same meaning wherever it appears in CAPITALS in your policy.

AMOUNT INSURED

The AMOUNT INSURED is shown on the SCHEDULE. It is the maximum amount WE will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. The maximum amount is not reduced if WE pay any claim.

The AMOUNT INSURED must be enough to replace the insured items as new. An adjustment for wear and tear will be taken from the cost of replacing clothing and household linen.

SPECIAL NOTE: RELIGIOUS FESTIVALS COVER

WE will automatically increase the AMOUNT INSURED by 15% during any month in which you celebrate a religious festival.

CONTENTS (Please see separate definition of HIGH RISK ITEMS)

All goods (including clothing) which belong to YOUR HOUSEHOLD or for which any member of YOUR HOUSEHOLD is legally responsible.

THIS DOES NOT INCLUDE THE FOLLOWING:

- 1) MOTOR VEHICLES, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders and any accessory which is designed to be used with any of these.
- 2) Living creatures.
- 3) Trees, bushes or plants of any kind (but not houseplants which YOU usually keep in your HOUSE.)
- 4) Interior decorations (however, see Tenants' Liability on page 15).
- 5) Plans, drawings, securities, certificates or documents of any kind except those defined as MONEY.
- 6) Any domestic appliance which is part of a fitted unit. For example:-
A fitted oven/hob (however see Tenant's home improvements on page 10).
- 7) Property owned or used wholly or partly for business purposes or connected with any employment.
- 8) Property more specifically insured by this or any other policy.
- 9) Guns and Firearms.
- 10) Data, information or computer programs which have been created by or specifically for members of YOUR HOUSEHOLD.

BUILDINGS/HOME

Your HOUSE and the fixtures and fittings, outbuildings, garages, sheds, greenhouses and cellars which are all designed and only used for domestic purposes, and are all within the same site at the address shown on the SCHEDULE.

Your BUILDINGS also include terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the address shown on the SCHEDULE.

HOUSE

The HOUSE or self contained flat at the insured address shown on the SCHEDULE. This does not include fixtures and fittings, outbuildings, garages, sheds, greenhouses, cellars, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any other part of your HOME.

HIGH RISK ITEMS

Personal Items (but not clothing) including :

Pictures

Works of art

Jewellery

Watches

Articles of gold, silver or other precious metals.

Stamp, coin and medal collections

Photographic equipment

Furs

Video cameras

Personal computer equipment

Televisions, radios, audio and video equipment

MONEY

MONEY YOU have for personal reasons in the following forms.

- 1) Current coins or banknotes, cheques and travellers cheques.
- 2) Postal or money orders and current postage stamps.
- 3) National Savings stamps or certificates and Premium Bonds.
- 4) Luncheon vouchers, current travel tickets or other tickets with a fixed value.
- 5) Trading stamps or decremental cards.
- 6) Stamps for paying your T.V. licence, gas, electricity or other bills.

CREDIT CARDS

Credit, cheque, bankers and cash debit cards which belong to YOU.

(This does not include store loyalty cards or cards held for any business purposes)

MOTOR VEHICLE

Any electrically or mechanically powered vehicle other than; vehicles used only as domestic gardening equipment within the boundaries of the land belonging to YOUR HOME; vehicles designed to help disabled people (as long as the vehicles are not registered for road use); golf carts and trolleys; and pedestrian controlled toys and models.

PERIOD OF INSURANCE

Any length of time shown on your SCHEDULE for which YOU have paid the premium.

THE SCHEDULE

The SCHEDULE is part of this policy. Whenever there is a change in the terms of your insurance contract, YOU will be given a fresh SCHEDULE. The SCHEDULE gives details of the POLICYHOLDER, the PERIOD OF INSURANCE, the property insured, the AMOUNTS INSURED, and the insured address.

UNITED KINGDOM

Great Britain (England, Scotland, Wales, the Isle of Man, the Channel Islands) and Northern Ireland.

UNOCCUPIED

This is when the HOUSE is not lived in by YOU or any member of YOUR HOUSEHOLD for more than 60 days in a row.

UNFURNISHED

This is when the HOUSE is not furnished well enough for anyone to live in. It must be in this condition for more than 60 days in a row.

YOU/YOUR HOUSEHOLD

The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them.

THE ADMINISTRATOR

Wigan & Leigh Housing

WE/US/AVIVA

Aviva Insurance UK Limited

AUDIO/VISUAL/COMPUTER – TAPES, RECORDS AND DISCS

Any disc, tape or record used in conjunction with audio, visual or computer equipment. Including; Compact discs, Records, Computer Software, Video Cassettes, Audio Cassettes, Tapes, DVD.

ACCIDENTAL DAMAGE

Damage caused suddenly and unexpectedly by an outside force.

EUROPEAN AREA

Europe, Jordan, Madeira, The Canary & Mediterranean Islands and those parts of countries bordering the Mediterranean.

AUTHORITIES

Police, Fire, Ambulance or Social Services

EXCLUSIONS

Something your policy does not cover YOU for.

POLICY COVER

PART A

INSURANCE FOR CONTENTS

YOU are covered by the insurance provided under Part A during the PERIOD OF INSURANCE. However, this depends on the limits and SPECIAL EXCLUSIONS (shown in Part A), General Conditions (see pages 21 to 23) and GENERAL EXCLUSIONS (see pages 18 & 19).

BASIS OF CLAIMS SETTLEMENT

If your CONTENTS are lost or damaged in any of the circumstances explained in the appropriate section of your policy, WE can choose to:-

- 1) pay the cost of repairs;
or
- 2) arrange for repairs;
or
- 3) pay YOU cash based on the cost of repairs;
or
- 4) give YOU an equivalent replacement;
or
- 5) pay the cost of an equivalent replacement;
or
- 6) pay YOU cash based on the cost of any equivalent replacement, with an amount taken off for wear and tear in respect of clothing and linen OR if YOU are claiming for any items which are not replaced.

If at the time of loss or damage, the AMOUNT INSURED for is less than the cost of replacing all the contents as new, WE will only pay the following fraction of any claim that WE accept:-

$$\frac{\text{AMOUNT INSURED}}{\text{TOTAL REPLACEMENT COST}}$$

For example, if the AMOUNT INSURED is only three quarters of the total replacement cost, WE will only pay three quarters of the claim.

WE will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

SECTION 1

INSURANCE FOR CONTENTS

WE will settle your claim as explained in the Claims Settlement Section described on Page 4 if your CONTENTS are lost or damaged while in your HOUSE, domestic outbuildings, garages, sheds, greenhouses and cellars. YOU are insured if this loss or damage is caused by any of the following:-

SPECIAL EXCLUSIONS

(See also General Exclusions on Page 18 & 19)

- | | |
|--|---|
| 1) Fire, Explosion | - a) NO SPECIAL EXCLUSIONS |
| 2) Lightning, Earthquake | - a) NO SPECIAL EXCLUSIONS |
| 3) Smoke | - a) Loss or damage caused by agricultural or industrial operations |
| 4) Riot, civil unrest, strikes and labour, political disturbances, vandalism and acts of malicious people. | - a) Loss or damage if your HOME is UNOCCUPIED or UNFURNISHED
- b) Malicious damage caused by YOU or paying guests or tenants.
- c) Loss or damage to the contents of freezers or fridges caused by a power cut due to a deliberate act, or to strikes by the company (or it's employees) supplying your power. |
| 5) Water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank | - a) Loss or damage if your HOME is UNOCCUPIED or UNFURNISHED
- b) To the equipment or appliance itself |
| 6) Oil leaking from any fixed heating installation, pipes or equipment | - a) Loss or damage if your HOME is UNOCCUPIED or UNFURNISHED |

SPECIAL EXCLUSIONS (Continued)

- 7) Theft or attempted theft
- a) Loss or damage if your HOME is UNOCCUPIED or UNFURNISHED
 - b) Loss or damage which happens while your HOUSE or any part of it, is let or sub-let. However YOU are covered if there is forcible and violent entry into your HOUSE
 - c) Loss or damage caused by deception, unless deception has been used solely to gain access to your HOME
 - d) Loss of MONEY. However YOU are covered if there is forcible and violent entry into your HOUSE
 - e) Loss or damage caused by YOU, members of YOUR HOUSEHOLD, paying guests or tenants.
 - f) Loss or damage if YOU live in a self contained flat and the theft is from any part of the building that other people have access to or; if YOU live in a non self contained flat unless someone has broken into or out of the building by using force and violence or has got into the building by deception.
 - g) Loss or damage to or from any outbuilding, garages, sheds, greenhouses or cellars unless accompanied by forcible and violent entry.
- 8) Storm or Flood
- a) NO SPECIAL EXCLUSIONS
- 9) Falling Lampposts, Telegraph poles, Trees or Branches
- a) NO SPECIAL EXCLUSIONS
- 10) Aircraft and other aerial devices or articles dropped from them
- a) NO SPECIAL EXCLUSIONS

SPECIAL EXCLUSIONS (Continued)

- | | |
|---|--|
| 11) Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts | - a) NO SPECIAL EXCLUSIONS |
| 12) Subsidence, Heave or Landslip | - a) Loss or damage caused from the coast wearing away. |
| 13) Impact by any vehicle, train or animal | - a) Loss or damage caused by insects or domestic animals. |

(PLEASE NOTE - For details of the standard ACCIDENTAL DAMAGE cover please refer to page 8 section 2 & page 9 section 5. For details of the optional ACCIDENTAL DAMAGE section refer to page 17.)

THE MOST WE WILL PAY UNDER SECTION 1 FOR ANY ONE CLAIM:

- 1) For CONTENTS - WE will pay up to the AMOUNT INSURED as shown on your latest SCHEDULE, depending on the specific limits explained below.
- 2) For HIGH RISK ITEMS for the total of such items, not per item - WE will pay up to one third of the AMOUNT INSURED or £5000 whichever is the greater.
- 3) For any single HIGH RISK ITEM - WE will pay up to £1,000
- 4) WE will pay up to £2,000 (subject to limits 1-3 above & 5-7 below) for contents kept in outbuildings, garages, sheds, greenhouses and cellars.
- 5) For MONEY - WE will pay up to £250
- 6) For CREDIT CARDS – WE will pay up to £200 per card
- 7) AUDIO/VISUAL/COMPUTER – TAPES, RECORDS AND DISCS (for the total of such items not per item) – WE will pay up to £1000.

REMEMBER:

{ The AMOUNT INSURED is shown on the SCHEDULE. It is the maximum amount WE will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if WE pay any claim.
The AMOUNT INSURED must be enough to replace the insured items as new. An adjustment for wear and tear will be taken from the cost of replacing clothing and household linen. }

SECTION 2

INSURANCE FOR ACCIDENTAL DAMAGE TO YOUR TELEVISION SETS AND THEIR AERIALS, HI-FI'S, VIDEO RECORDERS, HOME COMPUTER EQUIPMENT, DECODERS AND DVD PLAYERS WHILE IN YOUR HOUSE AND EXTERNAL AERIALS INCLUDING SATELLITE DISHES PERMANENTLY FIXED TO THE OUTSIDE OF YOUR HOME.

WE will settle your claim, as explained in the Claims Settlement Section described on Page 4, for ACCIDENTAL DAMAGE to your television sets and their aerials, Hi-fi's, video recorders, home computer equipment, decoders and DVD players while they are in your HOUSE, and external aerials (including satellite dishes) permanently fixed to the outside of your HOME.

SPECIAL EXCLUSIONS TO SECTION 2 (See also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- 2) Damage caused by :
 - (i) vermin, insects, mildew,
 - (ii) domestic animals
 - (iii) any process of cleaning, repair or alteration
- 3) Damage while your HOUSE or any part of it is lent, let or sub-let.
- 4) Damage if your HOUSE is UNOCCUPIED
- 5) Damage to :
 - (i) tapes, cassettes, styli, cartridges or disks of any kind, or computer software.
 - (ii) any item which does not belong to YOUR HOUSEHOLD and which YOUR HOUSEHOLD is not legally responsible for.
 - (iii) any item owned or used either totally or partly for business purposes or connected with any employment.
 - (iv) any item designed to be portable (other than televisions or computers).
 - (v) any games consoles
- 6) Data, information or computer programs which have been created by or specifically for members of YOUR HOUSEHOLD
- 7) Damage caused by failure to use in line with manufactures instructions

THE MOST WE WILL PAY UNDER SECTION 2:

WE will pay up to the CONTENTS AMOUNT INSURED subject to the limits shown in section 1 page 7.

SECTION 3

INSURANCE FOR LOCKS AND KEYS

WE will pay the cost of replacing keys and locks for outside doors and alarms of your HOME if the keys of these locks have been lost or stolen anywhere in the UNITED KINGDOM.

NO SPECIAL EXCLUSIONS TO SECTION 3
(But see also GENERAL EXCLUSIONS on Pages 18 & 19)

THE MOST WE WILL PAY UNDER SECTION 3:

WE will pay up to £250

SECTION 4

INSURANCE FOR FREEZER AND REFRIGERATOR CONTENTS

WE will settle your claim as explained in the Claims Settlement Section described on Page 4 if the contents of your FREEZER or REFRIGERATOR are spoiled by:

- 1) accidental failure of the freezing unit
- 2) fumes from your freezer or refrigerator
- 3) accidental failure of the electricity or gas supply
not caused by the deliberate act of the supply authority.
- 4) blowing of domestic fuses.

SPECIAL EXCLUSIONS TO SECTION 4
(But see also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) Loss or damage caused by:
 - a) vermin, insects (unless they cause failure of the freezing unit or the electricity or gas supply), or mildew;
 - b) any process of cleaning or repair or alteration
- 2) Loss or damage to:
 - a) the contents of freezers or refrigerators not in a building forming part of your HOME.
 - b) any item held totally or partly for business purposes or in connection with any employment.

THE MOST WE WILL PAY UNDER SECTION 4:

WE will pay up to the AMOUNT INSURED.

SECTION 5

INSURANCE FOR ACCIDENTAL DAMAGE TO MIRRORS AND GLASS

WE will settle your claim as explained in the Claims Settlement Section described on Page 4 if your mirrors, glass tops, ceramic hobs which are not built in and fixed glass in furniture or cookers are accidentally broken.

NO SPECIAL EXCLUSIONS TO SECTION 5
(But see also GENERAL EXCLUSIONS on Pages 18 & 19)

THE MOST WE WILL PAY UNDER SECTION 5:

WE will pay up to 15% of the AMOUNT INSURED as shown on your latest SCHEDULE subject to the limits specified in SECTION 1.

SECTION 6

FATAL INJURY BENEFIT

WE will pay £5,000 if YOU die as a direct result of:

- (a) Injury caused in YOUR HOME by fire, explosion, lightning or intruders.
- (b) An accident while travelling as a fare-paying passenger by train, bus or licensed taxi.
- (c) An assault in the street.

For US to pay a claim, your death must happen within 3 months of the incident.

SPECIAL EXCLUSIONS TO SECTION 6
(See also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) Any incident happening outside the UNITED KINGDOM or Eire.
- 2) Injury to any person who is 75 years of age or more at the time of the incident.

SECTION 7

TENANT'S HOME IMPROVEMENTS

WE will settle your claim as explained in the Claims Settlement Section described on Page 4 if improvements to the property, made by YOU as a tenant, are lost or damaged. The loss or damage must be caused by any of the circumstances listed under Section 1 of the policy.

SPECIAL EXCLUSIONS TO SECTION 7
(See also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) Storm or flood damage to fences, gates or hedges
- 2) ALL SPECIAL EXCLUSIONS which apply to Section 1

THE MOST WE WILL PAY UNDER SECTION 7

WE will pay up to 15% of the AMOUNT INSURED as shown on your latest SCHEDULE, or £2000 whichever is the greater.

SECTION 8

INSURANCE FOR ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If your HOUSE cannot be lived in as a result of loss or damage insured by any of the circumstances shown under Section 1, pages 5 - 7 of this policy, WE will pay the following:

- 1) The cost of reasonable accommodation if this is necessary. (including putting pets in kennels)
- 2) Rent which should be paid to YOU or by YOU.

NO SPECIAL EXCLUSIONS (see GENERAL EXCLUSIONS on Pages 18 & 19)

THE MOST WE WILL PAY UNDER SECTION 8

WE will pay up to 15% of the AMOUNT INSURED as shown on your latest SCHEDULE.

SECTION 9

INSURANCE FOR PERSONAL LIABILITY

WE will insure YOU for all sums which YOU become personally legally liable to pay for accidents which result in

- a) bodily injury or illness of any person (but not any member of YOUR HOUSEHOLD or your employees other than domestic employees).
- or
- b) loss of or damage to property.

SPECIAL EXCLUSIONS TO SECTION 9

(See also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) Loss of or damage to property which belongs to or is in the care of:
 - (a) YOUR HOUSEHOLD;
 - (b) any other person who permanently lives with YOU
 - (c) any person employed by members of YOUR HOUSEHOLD.
- 2) Liability which results from YOU owning or occupying any land or building other than the BUILDING referred to in your latest SCHEDULE.
- 3) Liability which results from your trade, profession or employment.
- 4) Liability which results from owning, possessing or using the following:
 - (a) Animals - however, YOU are insured for domestic dogs, except those named in Section 1 (1) of the Dangerous Dogs Act 1991 (or any amending legislation), domestic cats, or for horses used for private hacking or private hunting.
 - (b) Firearms - however, YOU are insured for shotguns or airguns which YOU can legally own without possessing a firearm certificate.
 - (c) MOTOR VEHICLES
 - (d) Mechanically propelled aircraft. However, YOU are insured for toys or models.
 - (e) Caravans
 - (f) Boats, boards and craft designed to be used in or on water, other than;
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models.
- 5) Liability if YOU pass on any disease or virus.
- 6) Liability as a result of any agreement or contract unless YOU were liable before YOU made the agreement or contract.

7) Bodily injury or illness to YOU

8) Liability which results from any deliberate or malicious acts.

THE MOST WE WILL PAY UNDER SECTION 9:

The most WE will pay under this section is £2,000,000 unless the claim involves a domestic employee working for you at the time of the incident. In this case WE will pay up to £5,000,000. This is for all claims made against YOU as a result of any one incident. WE will also pay any extra costs and expenses made against YOU or incurred by YOU with our written permission.

SECTION 10

INSURANCE FOR METERED WATER

WE will settle your claim as explained in the Claims Settlement Section described on page 4 for loss of metered water for which YOU are responsible caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS TO SECTION 10

(But see also GENERAL EXCLUSIONS on page 18 & 19)

- 1) Loss or damage if your HOUSE is UNOCCUPIED or UNFURNISHED
- 2) Any SPECIAL EXCLUSION applying to SECTION 1

THE MOST WE WILL PAY UNDER SECTION 10

WE will pay up to £1000.

SECTION 11

INSURANCE FOR DOCUMENTS

WE will settle your claim as explained in the Claim Settlement Section described on page 4 for loss or damage of documents (other than MONEY) whilst deposited for safe custody in any bank safe deposit, bank or solicitors strongroom in the EUROPEAN AREA. The loss or damage must be caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS to SECTION 11

(See also GENERAL EXCLUSIONS on pages 18 & 19)

THE MOST WE WILL PAY UNDER SECTION 11

WE will pay up to £1000.

SECTION 12

CONTENTS TEMPORARILY REMOVED

WE will settle your claim as explained in the Claims Settlement Section described on page 4 caused by any of the circumstances set out in the basic cover shown on Section 1, pages 5 - 7 of this policy while your contents are temporarily removed from the home to:

- a) any bank or safe deposit, or any private home or building where YOU are living, employed or working in the UNITED KINGDOM; or
- b) any where else in the UNITED KINGDOM

SPECIAL EXCLUSIONS To SECTION 12a) (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) to MONEY, unless someone has broken into or out of a building by using force and violence

SPECIAL EXCLUSIONS To Section 12b) (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) loss or damage cause by storm, flood or malicious damage
- 2) caused by theft or attempted theft, unless someone has broken into or out of a building which involves forcible and violent entry or exit
- 3) while in a furniture store, salesroom or exhibition

THE MOST WE WILL PAY UNDER SECTION 12

WE will pay up to 15% of the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

SECTION 13

CONTENTS AT UNIVERSITY, COLLEGE OR BOARDING SCHOOL

WE will settle your claim, as explained in the Claims Settlement Section described on Page 4, for loss or damage to CONTENTS temporarily taken from your HOME to a college, university, or boarding school in the UNITED KINGDOM caused by any of the circumstances set out in the basic cover (Section 1 – Pages 5 - 7),

SPECIAL EXCLUSIONS to SECTION 13 (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) Any SPECIAL EXCLUSION listed under Section 1.

THE MOST WE WILL PAY UNDER SECTION 13

WE will pay up to £2500 subject to the limits shown in Section 1 page 7.

SECTION 14

HOUSEHOLD REMOVALS

Unless otherwise insured, WE will cover YOU for accidental loss or damage to your CONTENTS during removal by professional removers by road to a new address within the UNITED KINGDOM.

SPECIAL EXCLUSIONS to SECTION 14 (see also GENERAL EXCLUSIONS on pages 18 & 19)

Loss or damage:

- 1) to china, glass, pottery or other items which are brittle unless they have been packed by professional packers
- 2) while your CONTENTS are in storage or being moved to or from storage
- 3) to MONEY, HIGH RISK ITEMS, DOCUMENTS and securities.
- 4) caused by scratching, denting or bruising
- 5) damage caused by damp, vermin or fungus

THE MOST WE WILL PAY UNDER SECTION 14

WE will pay up to the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

SECTION 15

WEDDING GIFTS

WE will settle your claim, as explained in the Claims Settlement Section described on Page 4, for loss or damage to wedding gifts caused by the circumstances set out in the basic cover (Section 1 – Pages 5 - 7), for 30 days before and 30 days after you or a member of YOUR HOUSEHOLD is married.

Cover applies while the gifts are:

- in your HOME
- in the building where the reception is held
- in the married couples home
- being carried between any of the places set out above

THE MOST WE WILL PAY UNDER SECTION 15

WE will pay up to 15% of the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

The AMOUNT INSURED is temporarily increased by 15% to provide this cover.

SECTION 16

INSURANCE FOR DOMESTIC FUEL OIL

WE will pay for the loss of domestic fuel oil as a result of damage caused by any of the incidents listed under Section 1, pages 5 - 7 of this policy. The domestic fuel must be stored within the boundaries of your HOME.

SPECIAL EXCLUSIONS to SECTION 16 (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) All SPECIAL EXCLUSIONS which apply to Section 1.

THE MOST WE WILL PAY UNDER SECTION 16 - WE will pay up to £1000

SECTION 17

INSURANCE FOR CONTENTS IN THE OPEN WITHIN THE BOUNDARIES OF THE HOME

WE will settle your claim as explained in the Claims Settlement Section described on Page 4 for CONTENTS lost or damaged while in the open but still within the boundaries of the HOME. The loss or damage must be caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS TO SECTION 17 (See also General Exclusions on Pages 18 & 19)

- 1) Loss of or damage to pedal cycles
- 2) Loss or damage if your HOME is UNOCCUPIED or UNFURNISHED
- 3) Any SPECIAL EXCLUSION listed under Section 1.

THE MOST WE WILL PAY UNDER SECTION 17 - WE will pay up to £500

SECTION 18

TENANTS' LIABILITY

Unless otherwise insured, WE will provide cover if YOU are legally responsible as a tenant for;

- 1) damage to your landlord's fixtures and fittings and internal decorations caused by any of the circumstances set out in the basic cover (section 1 pages 5 - 7)
- 2) ACCIDENTAL DAMAGE to fixed glass in windows and doors, fanlights, skylights, splashbacks, fixed sanitary ware and underground services to your HOME.

SPECIAL EXCLUSIONS to SECTION 18 (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) any SPECIAL EXCLUSIONS listed under Section 1 – Pages 5 - 7.
- 2) the cost of maintenance and normal redecoration
- 3) any loss or damage if your HOUSE is UNOCCUPIED or UNFURNISHED
- 4) Damage to underground pipes due to a fault or limit of design, manufacture, construction or installation.

THE MOST WE WILL PAY UNDER SECTION 18

WE will pay up to 15% of the AMOUNT INSURED as shown on your latest SCHEDULE.

SECTION 19

VISITORS CONTENTS

WE will pay for the loss or damage to the CONTENTS of any visitors to your HOME caused by any of the insured events covered under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS to SECTION 19 (see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) All **SPECIAL EXCLUSIONS** which apply to Section 1
- 2) Loss or damage if the **CONTENTS** are otherwise insured.
- 3) **CONTENTS** belonging to a paying agent or lodger.

THE MOST WE WILL PAY UNDER SECTION 19

WE will pay up to £500 in total.

SECTION 20

EMERGENCY ACCESS

WE will pay for damage to your HOME that YOU are legally responsible for caused by forced entry to your HOME by authorities in the event of a medical emergency.

SPECIAL EXCLUSIONS to SECTION 20
(see also GENERAL EXCLUSIONS on pages 18 & 19)

THE MOST WE WILL PAY UNDER SECTION 20

WE will pay up to £500

SECTION 21

BOGUS OFFICIALS

WE will pay for the theft of MONEY following illegal entry into YOUR HOME by a person/persons falsely claiming to be an official.

SPECIAL EXCLUSIONS TO SECTION 21
(but see also GENERAL EXCLUSIONS on pages 18 & 19)

- 1) Any theft that has not been reported to the police within 24 hours (YOU must obtain a crime reference number)

THE MOST WE WILL PAY UNDER SECTION 21

WE will pay up to £250

ACCIDENTAL DAMAGE EXTENSION COVER

THIS COVER DOES NOT APPLY UNLESS THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND YOUR SCHEDULE STATES THAT ACCIDENTAL DAMAGE COVER IS INCLUDED.

ACCIDENTAL DAMAGE

WE will provide cover for ACCIDENTAL DAMAGE to your CONTENTS while they are in your HOME. Claims will be settled as explained in the Claims Settlement Section on page 4.

SPECIAL EXCLUSIONS (See also GENERAL EXCLUSIONS on Pages 18 & 19)

- 1) The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- 2) Damage caused by :
 - (i) wear and tear
 - (ii) vermin, insects, moth, mildew, wet and dry rot or fungus
 - (iii) domestic animals
 - (iv) any process of cleaning, repair, restoring, dismantling or alteration
 - (v) damp and rust
 - (vi) light and weather conditions and anything that happens gradually
 - (vii) paying guests or tenants
- 3) Damage while your HOUSE or any part of it is lent, let or sub-let.
- 4) Damage if your HOUSE is UNOCCUPIED
- 5) Damage to :
 - (i) any item which does not belong to YOUR HOUSEHOLD and which YOUR HOUSEHOLD is not legally responsible for.
 - (ii) any item owned or used either totally or partly for business purposes or connected with any employment.
 - (iii) food or drink and food in freezers
 - (iv) clothing
 - (v) contact and corneal lenses
- 6) Data, information or computer programs which have been created by or specifically for members of YOUR HOUSEHOLD

THE MOST WE WILL PAY UNDER THIS EXTENSION

WE will pay up to 25% of the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

GENERAL EXCLUSIONS

The following **EXCLUSIONS** apply to your policy

1) WAR AND TERRORISM

THIS POLICY DOES NOT COVER:-

A) WAR

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:-

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

B) TERRORISM

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

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

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- (c) Any action taken in controlling, preventing, suppressing or in any way relating to (A) or (B) above.

2) SONIC BANGS

THIS POLICY DOES NOT INSURE

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

3) RADIOACTIVITY

THIS POLICY DOES NOT INSURE

Loss, damage or liability which involves;

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

4) RIOT OR CIVIL COMMOTION

THIS POLICY DOES NOT INSURE

loss or damage caused by, or contributed to by, or that arises from riot or civil commotion outside the UNITED KINGDOM.

5) SEIZURE OR CONFISCATION

THIS POLICY DOES NOT INSURE

loss of or damage to any property caused during either seizure of or confiscation or attempts at either of these by Customs or other authorities.

6) LOSS IN VALUE AND INDIRECT LOSS

THIS POLICY DOES NOT INSURE

- (a) Loss in value
- (b) Any loss that is not the direct result of the insured incident itself.

7) COMPUTER SOFTWARE DATA

THIS POLICY DOES NOT INSURE

loss or corruption of computer software or data caused by computer viruses or where no adequate back-up copies have been kept.

8) OTHER EXCLUSIONS

THIS POLICY DOES NOT INSURE

- (a) Wear and tear or loss of value over time.
- (b) Faulty workmanship, design or materials.
- (c) Reduced value after an item has been repaired or replaced.
- (d) Any gradually operating cause
- (e) Any wilful act by YOUR HOUSEHOLD.
- (f) The failure or inability of any equipment or any computer program to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy.
- (g) Property owned or used wholly or partly for business purposes or connected with any employment.

9) POLLUTION OR CONTAMINATION

THIS POLICY DOES NOT INSURE

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

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

CLAIMS EMERGENCY OUT-OF-HOURS HELPLINE

This service is operated by Robins Response, Loss Adjusters and will provide you with assistance for home emergencies. It is available 24 hours a day.

Your helpline telephone number is **0870 606 1234**

REMEMBER any repair charges will be indicated to YOU before YOU accept the contractor's help and payment of bill will be your responsibility. However, if the damage is covered by your policy, WE will reimburse YOU for the bill. Claims should be submitted after following the claims procedure (see page 20).

For non-emergency claims please contact THE ADMINISTRATOR for a claim form.

MAKING A CLAIM

The following conditions apply to your policy:

- (a) Obtain a claim form from THE ADMINISTRATOR, making sure the form is validated by the Office. (see back cover for details).
- (b) YOU must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, loss, damage or injury caused by malicious persons.
- (c) Complete the claim form and return it to the Loss Adjuster, at the address shown on the back cover of this policy, without delay.

Claims not submitted within 60 days of the incident will be disallowed.

- (d) Supply at your own expense all reports, certificates, plans, specifications, information and assistance reasonably required.
- (e) Send to the Loss Adjuster immediately, at the address shown on the back of this policy, every letter or document about a claim. YOU, or any other person insured under this policy, or anyone acting on your or their behalf, must not negotiate any claim or admit or deny liability without our written permission.
- (f) Ensure that no damaged item is disposed of without being seen by the Loss Adjuster who is appointed to act independently of the POLICYHOLDER and the Insurers in settling claims.
- (g) WE can defend or settle any legal action in your name, or in the name of any other person insured by this policy. WE can recover any payment WE make under the policy to anyone else at our own expense and for our own benefit and WE can do it in your name or in the name of any other person insured by this policy. WE can ask YOU and any other person insured by this policy for all the information and help WE need.

GENERAL CONDITIONS

The following conditions apply to your policy: -

1) REINSTATEMENT

Following a claim, the AMOUNT INSURED will be automatically reinstated to that shown on the current SCHEDULE.

2) APPLICATION FORM

The application form, completed by YOU will form the basis of this insurance.

3) NON-RECEIPT OF SCHEDULE

Should YOU not receive a SCHEDULE on joining the scheme or after YOU have notified THE ADMINISTRATOR of a change to your policy details, YOU should contact THE ADMINISTRATOR as a matter of urgency.

4) AUTOMATIC RENEWAL OF YOUR POLICY

Unlike other insurance policies, your policy, under THE ADMINISTRATOR'S scheme, does not have an annual renewal date. Your policy will, therefore, continue at the terms shown on your latest SCHEDULE unless YOU are notified in writing by THE ADMINISTRATOR that the terms of your policy have been changed. In no circumstances will the policy lapse (although it may be invalidated if you fail to disclose any material facts or may be cancelled if you fail to pay the premium).

5) YOUR DUTY OF CARE

YOU must make sure that your property is in a good state of repair and YOU must take all reasonable steps to prevent injury, loss or damage.

6) SALVAGE

WE can enter any building where there has been a loss or damage and deal with any salvage in a reasonable manner. However, YOU cannot just abandon property for US to deal with.

7) OTHER INSURANCES

If YOU make a claim under this policy and YOU were covered for the same loss, damage, or liability by any other insurance, WE will only pay our share of the claim.

8) DISAGREEMENT OVER AMOUNT OF CLAIM

If WE have accepted a claim but there is a disagreement over the amount to be paid, an arbitrator will decide. This arbitrator will be appointed in line with current law. When this happens, the arbitrator must decide on an award before proceedings are started against US.

9) TELLING US ABOUT A CHANGE

YOU must tell US as soon as possible about any change in the information YOU gave US if it will affect this policy eg. intended unoccupancy of the property or any criminal convictions (other than motor offences). If YOU do not, your policy may not be valid or YOU may not be properly covered. WE can change the terms of your policy at any time if WE find out about any fact which may affect the cover.

10) DISHONEST CLAIMS

WE will not pay any claim made under this policy or return any premium to YOU if YOU or anyone acting for YOU knows it is dishonest or exaggerated in any way. If this happens WE will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

11) CANCELLATION

Following the expiry of your statutory cooling off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover.

WE (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 14 days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

THE ADMINISTRATOR can cancel your policy if your payment of premiums gets into arrears. A letter giving 14 days notice of cancellation will be issued to YOU. PLEASE ENSURE THAT YOUR PAYMENTS ARE KEPT UP TO DATE.

THE ADMINISTRATOR reserves the right to recover from YOU any arrears of premiums unpaid.

If YOU do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date, we may cancel this policy with effect from the end of the last period for which a payment has been made.

12) PAYMENT OF PREMIUMS

Payment of premiums can be made by

- Direct Debit
- At any Post Office or Paypoint outlet.
- At the Wigan Council Cash Offices at Leigh Town Hall and Wigan Civic Centre.
- By Debit or Credit Card over the telephone or via the internet

For more information about payment methods please contact Wigan & Leigh Housing.

Insurance premiums must be paid weekly or alternatively in advance, and should always be kept up-to-date. Late or non-payment of premiums may prejudice claim settlement.

When you make a payment to your Rent Account and it is kept up-to-date then your insurance account will be automatically credited and also kept up-to-date. Should you fall into insurance arrears for any reason (such as you being in receipt of full Housing Benefit against the rent due but not paying your Insurance premium) then the SCHEME ADMINISTRATOR may need to serve notice advising the policy is to be cancelled.

13) TENANTS RECEIVING HOUSING BENEFIT

Housing Benefit does not apply to insurance premiums. Even if YOU are on full Housing Benefit, YOU are obliged to pay premiums.

14) PREMIUMS PAID IN ADVANCE

When YOU pay premiums in advance, account should be taken of any change in premiums.

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

Alternatively, if YOU wish to do so and the insurance cover has already commenced, YOU will be entitled to a refund of the premium paid, subject to a deduction for the time for which YOU have been covered. This will be calculated on a pro-rata basis for the period YOU have received cover.

To exercise your right to cancel, please contact THE ADMINISTRATOR at the address shown on the back of the policy booklet.

If YOU do not exercise your right to cancel, 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 General Condition 11.

16) YOUR LIABILITY FOR PREMIUMS

On being accepted into the scheme YOU will remain liable for premiums until YOU receive THE ADMINISTRATOR'S acknowledgement stating the last date from which insurance cover will apply. THE ADMINISTRATOR reserves the right to recover from YOU any arrears of premiums unpaid.

SAFETY PRECAUTIONS

This insurance can only make good your financial loss. It cannot help with all the personal worry and inconvenience involved. Many accidents in the home arise through not thinking and lack of care.

Don't let this happen to YOU - take the following precautions;

FIRE

- Fit fire guards over open fires and heaters in rooms, particularly rooms where children play. If YOU buy oil heaters make sure they are of an approved type and carry the latest British Standards Mark.
- If YOU use electric blankets make sure YOU follow the makers instructions and do not leave them switched on where the property is being left for a prolonged period.
- When disposing of cigarette ends ensure that the cigarette is completely extinguished.
- Take particular care when using chip pans. Never leave a chip pan unattended.
- Blow lamps are dangerous.

THEFT

- When YOU go out, lock and bolt all doors and secure all windows. After dark it is a good idea to leave a light on - but not the hall light.
- Try not to keep large sums of money at HOME.
- When YOU go away take care to stop milk and newspaper deliveries. Unlifted items are an obvious sign of an empty HOUSE. If away for more than a few days tell the Police.
- Do not leave the key under the mat, inside the letterbox or in the garden shed.
- Never leave the HOUSE open and unattended when going outside to a delivery van.

GUARD AGAINST BAD WEATHER

YOU can help to protect your HOME and lessen the risk of frozen pipes if:

- (1) YOU keep your HOME warm. If your loft access door is in the HOUSE the loft can be kept warm by leaving the door open a little.
- (2) YOU check dripping taps and overflows and report repairs when needed. This helps prevent freezing of wastepipes and flooding.

SAFETY PRECAUTIONS

IF YOUR PIPES FREEZE IT MAY BE POSSIBLE TO FREE THEM BY:

Turning on taps one at a time to find the frozen area. Gently warming the frozen areas of the pipes by either wrapping hot wet towels around them or by pointing hot air from a hair dryer at the pipe.

IF WASTE PIPES FREEZE, POURING SALT AND BOILING WATER DOWN MAY FREE THEM

IF ALL THESE FAIL AND YOU FIND YOU STILL HAVE FROZEN OR BURST PIPES

There are five steps YOU should take:

- 1) Turn off main water supply with water key or turn off stopcock inside the HOUSE. DO NOT turn off communal water supplies
- 2) Switch off boiler (Gas or Solid Fuel) or electric immersion heater. If pipes burst, switch off electricity at the mains.
- 3) Turn on all taps in the HOUSE and leave them to drain tank. Warning - DO NOT attempt to drain central heating system.
- 4) Advise neighbours that water has been turned off.

YOUR RIGHT TO COMPLAIN

Our Promise of Service

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

What will happen if you complain?

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

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

What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting THE ADMINISTRATOR or usual Aviva point of contact.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive UK Insurance, Aviva, Surrey Street, Norwich, NR1 3NS.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

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

Choice of Law

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

For compulsory classes of cover e.g. Employers Liability YOU would be covered in full for any claim; for any other type of claim, YOU would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

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

USE OF LANGUAGE

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

