

Pick and Protect Home Emergency and Legal Services



Home policy
document



Guide to your document

	Page
Welcome to your Home Insurance	2
Home Emergency Cover	3
Legal Services Cover	10

Welcome to your Home Insurance

Explaining this document

This document contains terms and conditions for the [Home Emergency and Legal Services Covers](#) under the Pick and Protect home insurance policy.

This document must be read in conjunction with the separate [General Terms and Conditions home policy document](#) for **your** full terms and conditions and definitions.

We also cross refer to the other available policy document(s); any wording in **blue** refers to a section of cover within the policy document(s), such as [Home Emergency Cover](#). It is important that **you** keep this document with **your** separate [General Terms and Conditions home policy document](#) and any other relevant document(s). This cover only applies when shown on **your schedule**.

Definitions

Wherever the following words or phrases appear in **bold** in this policy, they have a defined meaning as referenced in the separate [General Terms and Conditions home policy document](#).

Home Emergency Cover

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

Home Emergency Cover provides **you** with assistance in the event of an **emergency** at **your property**.

We describe an **emergency** as a sudden and unforeseen incident which (i) causes a loss of **essential services** or damage to **your property**; or (ii) exposes a risk to **your health**; or (iii) makes **your property** uninhabitable, and which is set out below in any of the “**What is covered**” sections.

The types of **emergencies** covered are:

- Breakdown of main heating system (gas, oil or electric);
- Internal and external plumbing and drainage problems;
- Sudden and unexpected damage to the house roof caused by bad weather or a fallen tree;
- Electrical **emergency** and breakdown;
- Problems with internal gas supply pipe;
- Security risks such as lost keys, failure of, or damage to, external locks, doors and windows; or
- Pest infestations in the main property.

Useful information about your Home Emergency Cover

Restriction period

You are not covered for any **emergency** that happens before **your Home Emergency Cover** starts or within 7 days of the start date of **your** cover as stated in the **schedule**. The 7 day restriction applies only at the start of **your Home Emergency Cover**; it does not apply when **you** renew **your** cover.

Smell gas; think you have a leak?

If **you** think **you** have a gas leak **you** MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will need to visit **your property** and isolate the leak before **we** can provide any assistance.

Boiler Servicing & Carbon Monoxide leak

When the gas that fuels **your** boiler isn't burnt correctly, carbon monoxide is produced. Carbon monoxide cannot be seen or smelt but can cause headaches, nausea, drowsiness and can cause death as well. So it is vital to get **your** boiler and gas appliances inspected and serviced regularly. This will ensure they are working as safely and efficiently as possible.

Creating access

On arriving at **your property**, the **engineer** will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of **your** possessions (such as storage boxes or furniture) in the way) the **engineer** will need to create access. If **you** want the **engineer** to do this, **you** will be asked to confirm this in writing while the **engineer** is at **your property**. Unless stated in any of the ‘**What is covered?**’ sections below, **we** will not cover **you** for any damage that may be caused to the **property**, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by our **engineer's** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to do the work until **you** have arranged access.

Reinstatement – **We** will reinstate any floor covering or surface to make it safe, within the claims limit. However, **we** are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.

Our rights

We are entitled (at **our** cost but in **your** name) to defend any legal action or to start or take over any legal action to recover any payments **we** have made to any other person or organisation, in connection with this cover. **We** will have complete control of any such legal action, including any decision to settle.

You agree to give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated so that **we** can achieve a settlement or pursue a recovery.

Explaining the parties involved in this cover

This Home Emergency Cover is underwritten by Aviva Insurance Limited. Claims handling is managed by HomeServe Membership Limited.

HomeServe Membership Limited (HomeServe) is registered in England with No. 2770612, registered office at Cable Drive, Walsall, West Midlands WS2 7BN. Authorised and regulated by the Financial Conduct Authority, registration number 312518.

You can check the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Home Emergency Cover definitions

In this section, wherever the following words or phrases appear in **bold**, they will have the following meanings.

engineer

A person employed or authorised (or both) by HomeServe to assist with **your emergency**.

emergency

A sudden and unforeseen incident at the **property** which is set out in any of the “What is covered” sections below and which:

- exposes **you** or a third party to a health risk; or
- causes a loss of **essential services** or damage to the **property**; or makes the **property** uninhabitable.

essential services

Any of the following services:

- mains drainage, up to the boundary of the **property**; or
- water, electricity and gas supply to and within the **property**; or
- the main source of heating of the **property**.

property

The total area of the land and buildings at the address set out in the **schedule** including the house, flat or apartment and any attached outbuilding (for example, a garage or lean-to shed), but excluding:

- any communal or service duct areas; and
- detached garages, sheds, greenhouses and non-permanent structures.

schedule

The document that gives details of **your** cover and insured limits.

you/your

The owner of the **property** who is named on the **schedule** and any person authorised to be in the **property** at the time of the **emergency**.

Cover

- In the event of an **emergency**, **we** will cover the costs of labour, parts and materials (including VAT) up to the limit shown on **your schedule**
- There is no limit to the number of claims **you** can make
- In the unlikely event that **your property** becomes uninhabitable as a result of an **emergency**, **we** will reimburse **you** for **your** hotel costs (room and transport to the hotel only) up to the limit shown on **your schedule**

We will not cover anything that is specifically excluded in any of the ‘What isn’t covered’ sections below

Repair of your main heating system

We will cover **your** main heating system as follows:

- A. Breakdown of gas central heating system
- B. Breakdown of oil-fired central heating system
- C. Breakdown of electric heater(s)

Exclusions that apply to all main heating systems

We will not cover the following:

- a. routine maintenance, cleaning, and servicing;
- b. LPG (liquid petroleum gas) boilers;
- c. dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating);
- d. warm-air and solar-heating systems;
- e. sludge, scale or rust in the primary heating system, or damage caused by a harmful chemical in the water;
- f. repair or replacement of convector heaters, water tanks and hot water cylinders;
- g. separate heaters providing hot water;
- h. adjustment of timing and temperature controls;
- i. resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do;
- j. underfloor heating;
- k. other appliances such as cookers and fires;
- l. radiators or radiator valves; or
- m. boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed).

Useful information about the cover for your main heating system

Main heating systems that are beyond economical repair

On assessment of **your** main heating system, **our engineer** may declare it to be 'beyond economical repair', which means:

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model; or
- **we** are unable to obtain the required manufacturer's spare parts from **our** suppliers to complete the repair, within 28 days.

Temporary Heating

If a part needs to be ordered and it will take over 72 hours to arrive from the **engineer's** first visit, **we** will deliver two electrical heaters to **your property**. The heaters will be **yours** to keep.

Contribution towards a new boiler or electric heater(s)

In the unlikely event that **your** main heating system is declared beyond economical repair, **we** will advise **you** to replace it and will contribute £500 towards the cost of a new boiler or electric heater. **You** are responsible for arranging a replacement.

Your new boiler or heater(s) will be covered as long as it is not excluded under any of the '**What is not covered**' sections or the **Home Emergency Cover General Exclusions** below.

Boilers and electric heaters under manufacturer's warranty or guarantee

If **your** boiler or electric heater is under a manufacturer's warranty or guarantee, any repair work undertaken under this cover may invalidate that warranty/guarantee. **We** strongly advise that **you** check the warranty/guarantee terms and conditions before making a claim as **we** will not be liable in the event that our repair work invalidates any warranty or guarantee.

Please read the relevant section below for an explanation of the cover that applies to **your property**.

A. Breakdown of gas central heating system

What is covered

You are covered for the failure of **your** gas boiler and/or central heating system. Work will be done by a Gas Safe registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover

- No hot water
- No heating
- Draining down and isolating of a leaking water tank, radiators or water cylinders or both

What is not covered (also see the **Home Emergency Cover General Exclusions**)

We will not cover the following

- a. immersion heaters, combination cylinders, Elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax) or their controls;
- b. separate gas heaters providing hot water;
- c. fan convector heating;
- d. combined heat and power systems;
- e. cosmetic damage; or
- f. other gas appliances except gas fires forming part of a back boiler.

B. Breakdown of oil-fired central heating system

What is covered

You are covered for the failure of **your** oil boiler and/or central heating system. Work will be done by a specialist oil **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover

- No hot water
- No heating
- Draining down and isolating of a leaking water tank, radiators or water cylinders or both

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not cover the following:

- a. breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel;
- b. losses caused by delays by our suppliers or their agents getting spare parts that are not immediately available;
- c. defect or failing arising from the original design of the boiler or system or both;
- d. replacing the expansion tank;
- e. plastic or metal oil tanks and their associated pipework and contents;
- f. repair or replacement of the water jacket or heat exchanger;
- g. flues, except balanced flues that are integral to the boiler;
- h. items not forming part of the boiler or system or both, e.g. water pumps installed separately; or
- i. cosmetic damage.

C. Electric heater(s) breakdown

What is covered

You are covered for the failure of **your** electrical heater(s). Work will be done by an approved registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover

- Failure of electric storage or panel heater(s)
- Repair or replacement of the permanent wiring to the electrical heater(s)

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not cover the following:

- a. electric water heaters
- b. any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smartheat systems, wet systems and underfloor heating;
- c. heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters;
- d. air conditioning units;
- e. immersion heaters;
- f. cosmetic damage to the casing of domestic electrical heaters or timer switches; or
- g. failure or breakdown of timers for domestic electrical heaters where there is a manual override facility.

Internal plumbing and drainage

What is covered

You are covered for an **emergency** relating to **your** internal plumbing or drainage or both, which results in total loss of water to **your property** or loss of water to **your** kitchen taps, blocked drainage, leaks or loss of toilet facilities in **your property**.

If the **property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** solely own.

Examples of what we will cover

- Blocked toilet
- Leaking pipe
- Leaking soil vent pipe
- Blocked waste pipe
- Leaking toilet
- Leaking internal stop-tap
- Emergencies that require the draining down and isolation of a leaking cold water tank or hot water cylinder
- A complete drain blockage that results in all sinks being blocked

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not cover the following:

- a. domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers;
- b. dripping taps that need repair;
- c. replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (e.g. basins and toilet bowls);
- d. showers including the shower unit, controls, outlet or shower head;
- e. frozen pipes that have not caused a permanent blockage;
- f. smells and noises from pipework or drains;
- g. leaking overflow pipes; or
- h. repairs to your water supply pipe.

External drainage

What is covered

You are covered for a blockage to the underground drainage pipes that are not beneath or inside any building or outbuilding and serve **your property** only (i.e. are not shared) and that are within **your property** boundary. If the drainage pipe is not **your** responsibility, **you** will need to contact **your** local water supply company.

The **engineer** will leave **your** drain running clear by unblocking the drain or repairing or replacing damaged sections of waste pipe. This includes leaving the ground level after refilling any hole the **engineer** has to dig.

Examples of what we will cover

- Blocked external drain
- Collapsed external drain

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not provide any cover under this external drainage section if the **property** is a flat or apartment.

We will not cover the following:

- a. drains (sewers) for which you do not have responsibility, including the lateral or shared drains and drains that are outside your property boundary;
- b. frozen pipes that have not caused permanent blockage;
- c. external guttering, rainwater downpipes, rainwater drains and soakaways;
- d. drain clearance where we have previously advised you to install access points (e.g. rodding eye, manhole) and you have not done so; or
- e. like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Internal gas supply pipe

What is covered

You are covered for a leak on **your** internal gas supply pipe. After the National Gas Emergency Service has visited **your property** and isolated **your** gas supply, work will be done by a Gas Safe registered **engineer**, who will repair or replace the damaged section of internal gas supply pipe. **Our engineer** will also turn **your** gas supply back on.

Examples of what we will cover

- Leaking internal gas supply pipe
- Leaking gas supply hose connecting to a gas cooker

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

Electrical emergency and breakdown

What is covered

You are covered for electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut to **your property** alone.

Examples of what we will cover

- Breakdown of fuse box
- Lost power to circuit
- Permanent damage to the domestic electrical wiring caused by a power cut

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not cover the following:

- a. a power cut that affects more than just **your property**;
- b. non-permanent wiring or electrics, e.g. kettles, fairy lights and other appliances with plugs;
- c. repairs or replacements of wall sockets, switches and light bulb sockets;
- d. routine electrical maintenance tasks e.g. replacing light bulbs and adjusting the timer;
- e. permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems, air conditioning units;
- f. the shower unit or immersion heater unit;
- g. portable or fixed electrical heating systems or energy efficiency management systems;
- h. repairing or replacing wiring encased in rubber or lead; or
- i. any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and/or electrical safety standard BS7671.

Security and roofing

What is covered

You are covered for damage to roofing, external windows and doors, broken locks and loss of keys.

If a security or roofing incident happens, **we** will protect **your property** from further damage or make sure the **property** is secure (or both).

Examples of what we will cover

- Use of tarpaulin to protect the **property** if roofing tiles are blown off during bad weather
- Boarding up of broken glazing to make the **property** secure
- Repair of broken locks for external windows and doors if the **property** is insecure
- If **your** keys are lost/stolen and there is no other set available to access the main house on **your property**, we will provide an **engineer** to assess the most efficient way to gain access. This is usually by replacing the locks and keys; however in some circumstances it may be more practical to find an alternative solution to suit both parties
- Making the **property** secure after loss of external-door keys that are **your** responsibility
- Repair of garage door to make the **property** secure

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

We will not provide cover for any roofing **emergency** if the main home on the **property** is a flat or apartment.

We will not cover the following:

- a. loss of keys for any building on the **property** that is not the main house, including detached outbuildings, garages, greenhouses, sheds or communal or shared areas;
- b. loss of keys to the main house on the **property** if **you** have access to another set of keys;
- c. replacement of an attached garage door, or repair or replacement of the electrical unit powering a garage door;
- d. doors and windows that do not secure the **property**, such as internal porch doors, internal doors and internal conservatory doors; or
- e. claims for keys, locks and glazing in shared communal areas if your **property** is a flat or apartment.

Pest infestation

What is covered

You are covered for the removal of an infestation of the following:

- brown or black rats or house or field mice in the main house, flat or apartment on **your property**; and wasps' or hornets' nests anywhere on **your property**

What is not covered (also see the [Home Emergency Cover General Exclusions](#))

If **your property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** own.

We will not cover the following:

- a. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, squirrels, bees or any other pest that may require specialist removal;
- b. rats or mice outside the main house on the **property** e.g. in detached garages, the garden and other detached outbuildings;
- c. pest infestations where **you** have not followed our previous recommendations on how to avoid such problems;
- d. problems where **you** cannot tell us the type of pest concerned; or
- e. damage caused by pests to **your property** and contents (e.g. if a rat chewed through **your** sofa), unless otherwise stated in any "What is covered" section in this cover.

Home Emergency Cover General Exclusions

The following are excluded from this cover, so **we** will not be liable for:

- a. any event, loss or damage arising from circumstances known to **you** before **your** cover start date or in the first 7 days of cover. This exclusion does not apply when **you** renew **your** cover;
- b. any costs or activities above the claims limit or any other limit specified in any 'What is covered' section. **You** are responsible for agreeing and settling any such costs directly with the **engineer**;
- c. any losses caused by any delays in getting spare parts;
- d. any associated expenses or losses **you** incur that relate to an **emergency** but are not directly covered by this cover;
- e. systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall;
- f. instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines;
- g. any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this cover, which does not comply with British Standards;
- h. the costs of any work carried out by **you** or people not authorised by **us** in advance;
- i. any parts not supplied and chosen by us. Subject to any applicable regulations, our **engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However this part will not be guaranteed. Our **engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system;
- j. normal day-to-day maintenance at **your property**, for which **you** are responsible;
- k. situations where because of health and safety and with **your** prior agreement, another **engineer** has to be brought in who **we** do not employ, e.g. to handle asbestos;
- l. loss caused by damage occurring while the **property** has remained unoccupied for 60 or more consecutive days;
- m. loss arising from subsidence, heave of the site or landslide caused by:
 - bedding down of new structures;
 - demolition or structural repairs or alterations to the **property**;
 - faulty workmanship or the use of defective materials; or
 - river or coastal erosion;
- n. loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood;
- o. investigative work where the incident that caused **you** to claim has already been resolved
- p. claims to do with mobile homes and bedsits – please see the definition of **property** in the '**Definitions**' section;
- q. loss or damage related to:
 - pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves
 - water softeners
 - waste disposal units and macerators
 - air conditioning units
 - unvented hot water cylinders or their controls
 - cesspits, septic tanks and any outflow pipes
 - vacuum drainage systems
 - swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps
 - ground, air and water source heat pump systems
 - power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time); or
- r. anything set out in the **General Exclusions** section of the separate **General Terms and Conditions home policy document**.

Home Emergency Cover Conditions

The following conditions apply to this section. Also refer to the **General Conditions** section of the separate **General Terms and Conditions home policy document**.

- a) **Your** duty to prevent an **emergency** – **You** must take all reasonable precautions to prevent an **emergency**.
- b) **You** must ensure that the normal day-to-day maintenance of **your property** is in good condition.

Legal Services Cover

The **Legal Services Cover** will only apply if it is shown on **your schedule**.

Legal Services Cover provides legal advice, funding and a lawyer if required to pursue and defend disputes in court. The cover protects all members of **your** family living at home and can be used for a variety of disputes including personal injury, medical negligence, consumer, property and employment issues. The issues **we** may be able to help with are described in the **Insured Events** section.

The contract of insurance

This section of the policy document, along with the **schedule**, forms an insurance contract between **you** and Aviva Insurance Limited.

Explaining the parties involved in this cover

The insurer of Legal Services Cover is Aviva Insurance Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: Pitheavlis, Perth PH2 0NH. Registered in Scotland no. 2116. The claims administrator for Legal Services Cover is Arc Legal Assistance Limited (Arc). Registered office: Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company No: 4672894. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

Your right to cancel within the statutory cooling-off period

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

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

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

Please see the **General Conditions** for **your** cancellation rights outside of the statutory cooling-off period in the separate **General Terms and Conditions home insurance policy document**.

What Legal Services Cover is for and how it works

This cover is to help **you** and **your** family, as described above, to pursue or defend legal claims. The issues **we** may be able to help with are described in the **Insured Events** section.

- As soon as **you** become aware of a situation that may lead to a claim **you** should call **us**
- 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**
- The **lawyer** will first assess how likely **you** are to win **your** case. **We** call this '**Prospects of Success**', and **we** explain this further in that section. The **lawyer** who is acting for **you** decides this
- If the **lawyer** believes that **you** are more likely than not to win **your** case then they will pursue it for **you** and **we** will pay their **costs and expenses** up to the amount shown on **your schedule**
- The **lawyer** will try to resolve **your** case with the other side
- If they are unable to do so then the case may progress to a court, tribunal or other body who will decide the outcome. **You** may have to attend and give evidence
- Providing the prospects of success stay in **your** favour **we** will continue to pay for the **lawyer's costs and expenses** throughout the claim

Personal legal advice helpline and making a claim

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

We will then tell **you** 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 the **Legal Services Cover**. Tax matters are limited to telephone advice only and are not covered under the policy.

Please call the legal helpline as soon as **you** become aware of a situation that may lead to a claim. There are no fees or **excess** to pay and using the **Legal Services Cover** will not affect **your** level of No Claim Discount on **your** Home Insurance Policy.

The legal helpline is open 24 hours a day, 365 days a year. If **you** need to claim under **your** legal services cover **your** details will be passed to Arc who will contact **you** directly.

For confidential legal advice call **us** on **0345 030 8839**. Please have **your** policy number to hand as **you** will be asked for this when **you** call.

Legal Services Cover definitions

In this section in addition to the definitions set out in the definitions section within the separate General Terms and Conditions home insurance policy document. Wherever the following words or phrases appear in bold, they will have the following meanings. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply to this section only.

Costs and expenses – All legal costs charged by the **lawyer** and authorised by **us** or that **you** are ordered to pay by a court/other body.

Lawyer – A suitably experienced legal professional.

We/Us/Our – Aviva Insurance Limited

Prospects of Success

1. Gather your 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 any of the following where relevant:

Copy of contracts, Witness details, Correspondence with anyone regarding your claim, Photographs, Medical and/or expert reports, Medical records, Estimates/quotes for repairs, Any documents received or sent to a court, A statement or diary of everything that has happened, Receipts for expenses, The deeds to your home, Any other information.

It is important that you tell us about a dispute as soon as possible after it happens. If you fail to do this it may result in your prospects of success being reduced.

2. The lawyer's assessment

The **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 **we** will fund the case for **you**.

When considering **your** case the **lawyer**:

- 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.

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.

3. 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 – the **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 set out in the complaints procedure section.

Insured Events

For the insured events described below, which **we** have agreed to and authorised, **we** will pay **your costs and expenses** to: pursue or defend a claim for damages, pursue the enforcement of an agreement, seek an injunction e.g. to stop a neighbour being noisy, seek any other legal remedy.

The maximum **we** will pay for any one claim is shown on **your schedule**.

Employment Disputes

What is covered

- A dispute with **your** employer regarding **your** contract of employment including unfair dismissal
- A breach of **your** legal rights under employment law
- Checking and advising on the terms of a settlement agreement

What is not covered

- Any disciplinary or grievance procedures at work
- Disputes with **your** employer which commenced before or within the first 30 days of this cover starting unless **you** had a similar policy which finished immediately before this cover began

Common examples of employment disputes

- Claims through being unfairly selected for redundancy
- Claims against employers for constructive dismissal
- Claims for sex, race or age discrimination
- Claims against **your** employer for unpaid wages
- Claims for disability or illness discrimination including cancer

If **you** need help to understand the date on which the law says **your** contract of employment ends please call **our** legal helpline on **0345 030 8839** for assistance.

Property Disputes

The property dispute section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent. **You** will not be covered for a claim which relates, in any way, to the letting out of a property.

What is covered

- A dispute relating to the interference of **your** use, enjoyment or right over **your home**
- A dispute relating to damage to **your home**
- A dispute regarding an agreement for the sale or purchase of **your home**
- A dispute with **your** landlord regarding a tenancy agreement to rent **your home**
- A dispute with a contractor in relation to work on **your home**

What is not covered

- A claim relating to quarrying, gas extraction or other major land works where the effect is not limited specifically to **your home**
- A claim relating to planning including town and country planning legislation

Common examples of property disputes

- Where a neighbour's overgrowing ivy or leylandii damages **your home**
- Boundary disputes regarding building work or fences
- Rights of way disputes especially over shared driveways
- Noise and other nuisance disputes e.g. tree root encroachment
- Interference with drains or sewers by building work

Consumer Disputes

What is covered

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

What is not covered

- Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section

Common examples of consumer claims

- The purchase of motor vehicles and caravans from a garage
- Disputes for defective kitchens and kitchen appliances
- Claims against travel agents for breach of contract
- Defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers
- A dispute relating to the purchase of animals
- Disputes with retailers regarding faulty goods

Personal Injury

What is covered

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

What is not covered

- Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury
- Any claim relating to **your** own injury or death in a **motorised vehicle** that **you** are driving

Common examples of personal injury claims

- Trips or slips whilst at work
- Operating machinery which is faulty or **you** are not properly trained to use
- Trip or slip in a shop
- Injuries following an assault
- Passengers being injured in cars or on buses
- Food poisoning
- Being knocked off a bike by a motorist

Medical or Cosmetic Negligence

What is covered

Claims relating to cosmetic negligence which causes death or injury to **you**

What is not covered

- Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section

Common examples of medical or cosmetic negligence claims

- Surgery which has not been carried out correctly
- Failure to diagnose an illness or injury correctly
- A dentist removing a healthy tooth by mistake
- Negligence during child birth
- Errors during cosmetic procedures e.g. Botox treatments or cosmetic surgery

Medical and cosmetic negligence claims will result from the consultation, diagnosis and/or treatment provided by a medical, dental or cosmetic practitioner who is responsible for **your** care.

For claims relating to medical or cosmetic negligence the incident date will be defined as the date when **you** or **your** representative first knew or should have known of any injury, illness or death caused by the treatment.

Legal Services Cover Exclusions

The following are excluded from this cover, so **we** will not be liable for:

- a. Any claim **we** reasonably believe **you** knew was likely to happen when **you** took out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim for unfair dismissal.
- 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 claim deliberately or intentionally caused by **you**.
- h. A dispute between **you** and someone related to **you** or who is insured under this policy.
- i. Any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children.
- j. Any claim in respect of libel and slander.
- k. An application for judicial review.
- l. Disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim.
- m. Disputes between **you** and **us** or Arc where the dispute relates to this cover.
- n. Any claim relating to compulsory purchase or to major works where the effect is not specific to **your** home but is more widespread e.g. work on roads, railways and airports.
- o. Any claim made by anyone other than **you** or **your** family attempting to enforce their rights under this cover.
- p. Where the incident leading to any claim occurs, or any proceedings are conducted, outside of the **United Kingdom**.
- q. Any test case unless:
 - (i) The case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **The 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.

A claim resulting from anything set out in the General Exclusions section found within the separate General Terms and Conditions home insurance policy document.

Legal Services Cover Conditions

The following conditions also apply to this section. Also refer to the [General Conditions](#) section of the separate [General Terms and Conditions home policy document](#).

1. 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 or 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.
- (ii) do not give clear instructions when requested by the **lawyer**.
- (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**.

2. 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.

3. Disputes

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 complaints procedure section.

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 ['3. What can I do if I do not agree with the lawyer's opinion?'](#) in the ['Prospects of Success'](#) section.

TSB Pick and Protect home insurance is underwritten by 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 under registration no. 202153.

TSB Bank plc. Registered in Scotland, no. SC95237. Registered office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration no. 191240.

You can check the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.