

Your Aviva Online and Aviva Premium Home Legal Services Policy

Need to make a claim?

or call us on **0345 030 7295**

Our dedicated claims advisers are here to help you
24 hours a day, every day of the year

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



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Legal Services cover

This cover will only apply if it is shown on **your schedule**. This booklet explains the cover **you** get with (or additional cover **you** have purchased to supplement) **your** Aviva Home Insurance policy. It must be read in conjunction with **your** main Home Insurance policy booklet, **your** policy **schedule** and the 'Important Information' document. Unless specified in this booklet the terms of the main policy, including the **GENERAL CONDITIONS** and **GENERAL EXCLUSIONS**, will also apply to this cover.

How to get assistance – Call us first to get help and advice on 0345 030 7295

1.	<p>For confidential legal advice call 0345 030 7295</p> <p>Our legal helpline is available 24 hours a day, 365 days a year</p> <p>Please have your policy number ready</p>	<p>This cover is to help you and your family, to pursue or defend legal claims. The issues we may be able to help with are described in the Insured Events table on pages 5 to 7.</p> <p>As soon as you become aware of an issue, please call the 24 hour helpline on 0345 030 7295 and we will ensure you are provided with help and advice on a private legal matter for you or a member of your household, and you can call for advice as many times as you need to. It is important that you tell us about a dispute as soon as possible after it happens as this may improve your chances of winning the case (known as prospects of success).</p>
2.	<p>We'll discuss the issue with you and help you understand your options</p>	<p>We'll help you understand what your legal rights are, what course of action is available to you, if that action can be taken by you or whether you need to consult with a lawyer. We will also advise you if your issue could be covered under this Legal Services Insurance.</p>
3.	<p>If your issue is covered under this policy we'll provide you with a lawyer</p>	<p>If your claim is accepted we will provide you with a lawyer who specialises in the law relating to your claim. You do not have to find your own lawyer as we have access to a range of leading expert lawyers waiting to help you.</p>
4.	<p>You will be asked to provide evidence</p>	<p>Should you wish to pursue a claim the lawyer will need you to provide as much information as possible to support your case. This could include: copy of contracts, witness details, correspondence with anyone regarding your claim etc. You are responsible for providing evidence to support your case at your own cost.</p>
5.	<p>The lawyer will assess your case to determine your chances of winning</p>	<p>The lawyer will first assess how likely you are to win your case. We call this 'prospects of success', and we explain this further on pages 9 to 10. The lawyer who is acting for you decides this.</p> <p>If the lawyer believes that you are more likely than not to win your case then they will pursue it for you and we will pay their costs and expenses up to the amount shown on your schedule.</p>
6.	<p>If you have sufficient chances of winning your case, the lawyer will progress it</p>	<p>The lawyer will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve your case with the other side.</p>

7.	The case may progress to court	If an agreement cannot be made then the case may progress to a court, tribunal or other body who will decide the outcome. You may have to attend and give evidence.
8.	And we will continue to fund the costs and expenses up to the limit shown on your policy schedule	Providing the prospects of success stay in your favour we will continue, in line with the terms and conditions of this policy, to pay for the lawyer's costs and expenses throughout the claim.
9.	Case closure	<p>If you use a lawyer provided by Aviva, whether you win or lose you will not be liable for any payment (unless costs and expenses go over or above the amount shown on your schedule, and options will be discussed with you before this situation arises). If you are awarded compensation as part of your case then you keep 100% of the compensation awarded and recovered to you.</p> <p>If you use a lawyer of your choice and you are awarded compensation, we cannot guarantee that you will be able to keep all of it as a proportion may be retained by your lawyer.</p>

Your cover and insured events

Call us on 0345 030 7295 as soon as you become aware of an issue


For the insured events described below, which once **we** have agreed to and authorised, **we** will pay **your costs and expenses** to:


- a. pursue or defend a claim for damages;
- b. pursue the enforcement of an agreement;
- c. seek an injunction e.g. to stop a neighbour being noisy;
- d. seek other legal remedy.


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

If **you** would like some more information about claims go to www.aviva.co.uk/home-legal or call **0345 030 7295**

Key

 These boxes give information **we** want to particularly draw **your** attention to

 These boxes give **you** additional helpful information

 These boxes highlight what **your** policy doesn't cover

Insured Event	What is covered	Common examples of disputes	What is not covered
Employment disputes	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Any disciplinary or grievance procedures at work. • Disputes with your employer which commenced before or within the first 30 days of this cover starting unless you had a similar policy which finished immediately before this cover began. • Negotiating with your employer the terms of a settlement agreement.



Employment disputes

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 7295** for assistance.

Insured Event	What is covered	Common examples of disputes	What is not covered
Property disputes	<p>The property disputes section covers your main home and, for this section only, includes any other homes you own or rent.</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Rights of way disputes especially over shared driveways. • Noise and other nuisance disputes e.g. tree root encroachment. • Interference with drains or sewers by building work. • Where a neighbour's overgrowing ivy or leylandii damages your home. • Boundary disputes regarding building work or fences. 	<ul style="list-style-type: none"> • A claim relating to planning including town and country planning legislation. • You will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between you as the landlord and a tenant of any home you own. • A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to your home.

Insured Event	What is covered	Common examples of disputes	What is not covered
Consumer disputes	<ul style="list-style-type: none"> A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for your business use. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.
Personal Injury disputes	<ul style="list-style-type: none"> A claim following an incident that causes death or injury to you. 	<ul style="list-style-type: none"> Trips or slips whilst at work or in a shop. Operating machinery which is faulty or you are not properly trained to use. Injuries following an assault. Passengers being injured in cars or on buses. Food poisoning. Being knocked off a bike by a motorist. 	<ul style="list-style-type: none"> 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.

Insured Event	What is covered	Common examples of disputes	What is not covered
Medical or Cosmetic procedure negligence disputes	<ul style="list-style-type: none"> Claims relating to medical or cosmetic procedure negligence which causes death or injury to you. Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section. <p>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.</p>	<ul style="list-style-type: none"> 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. Cosmetic procedures which have not caused death or injury may be covered under the consumer disputes section. 	



Medical or Cosmetic Procedure Negligence

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

Questions and answers

Who is covered under this policy?

The persons named on **your schedule**, together with their domestic partner and all members of their family, including foster children, who live with them.

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

The incident leading to any claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on **your schedule**.

Who will answer my call and handle my case?

A legal professional appointed by Aviva will answer **your** call, and if **you** have a case and legal representation is necessary, **your** case will be managed by Arc Legal Assistance Limited (Arc), who are **our** trusted expert.

Is my call confidential?

We will give **you** and members of **your** household confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands. Please note that for **our** joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, **we** know that making a claim is a stressful time and we want **you** to know that **your** claim is in the best hands possible. If legal representation is necessary Arc will appoint a **lawyer** from one of their approved firms of solicitors to handle **your** legal case. Some of the benefits of using an approved firm of solicitors include:

- **your** case will be handled by a firm of solicitors **you** can trust that has extensive experience in the area of law relevant to **your** claim
- the firm of solicitors will have passed Arc's vetting process and proved themselves to be able to work to high quality standards
- in cases where **you** may be due compensation from another party, **you** will keep 100% of the compensation awarded and recovered to **you**
- the **lawyer** charges competitive legal fees which mean the **lawyer** may do more work for **you** and **you** will get the most from **your** policy.

If **you** do choose to use another **lawyer** it is important **you** are aware that both **we** and Arc cannot ensure the **lawyer** acting for **you** will be suitably competent to handle **your** case or the quality of service that **lawyer** may provide to **you**. A **lawyer** not approved by Arc may also require **you** to pay them a percentage of **your** compensation.

This cover is intended to provide **you** with a **lawyer** from our panel. If **you** opt

to choose **your** own **lawyer**, rather than one from **our** approved firms, there may be limits to the costs **we** can cover. For example, the most **we** will pay in **costs and expenses** is no more than the amount we would have paid our appointed **lawyer**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. See the section ‘Freedom to choose **your lawyer**’ for further terms and conditions.

Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect **your** level of no claims discount or **your** premium on **your** Home Insurance and Legal Services policy. There is no policy excess or other fees to pay for using this service.

Further information

Assessing your case, including ‘Prospects of success’ and ‘Proportionality’

1. The lawyer’s assessment

Our lawyer will assess the evidence and if it is more likely than not that **you** will:

- a. recover damages or obtain any other legal remedy which **we** have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or
- b. be successful in defending a claim made against **you**, or
- c. make a successful appeal or defence of an appeal

Who is the policy underwritten by?

Legal Services is underwritten by Aviva Insurance Limited.

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

In addition to the definitions in the main Home Insurance Policy, where the following words or phrases appear in bold within this section they will have the following meaning:

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.

then **your** case will be considered by the **lawyer** to have reasonable ‘prospects of success’ (this means how likely **you** are to win **your** case). In addition, the **lawyer** will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue **your** case), and:

- a. Has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.

- b. Will estimate the likely costs of **your** case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. Will agree with **you**, where possible, a course of action where the **costs and expenses** would be considered reasonable by the court and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue **your** case.

If, in the **lawyer's** opinion:

- a. **your** claim is likely to be considered a waste of court time, or
- b. the prospects of success are no longer in **your** favour, or
- c. **your** claim has reached a point where incurring further **costs and expenses** would not be reasonable

then **we** will not pay any further **costs and expenses** towards it.

If this happens the **lawyer** will tell **you** what options would be available should **you** wish to continue. Please note that prospects of success may change throughout **your** claim as evidence is obtained and legal arguments develop.

2. What can I do if I do not agree with the lawyer's opinion?

We have confidence in the opinion of **our** appointed **lawyer** and rely on this when deciding if **we** should continue to pay the **costs and expenses** towards **your** claim.

If **you** do not agree with **our lawyer's** opinion and **you** find a different **lawyer**, at **your** own cost, or **you** already have a **lawyer** who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen **lawyer** must be based on the same information regarding the claim that **you** provided to **us**.

The **lawyer** conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this **lawyer** should be then **we** will ask a relevant law society to appoint one. The reviewing **lawyer** will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen **lawyer's** second opinion.

This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the 'What to do if **you** are unhappy' section of the 'Important Information' document.

Conditions and Exclusions

In addition to the specific Legal Services conditions and exclusions shown below all of the **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS** shown in **your** main Home Insurance policy apply to this cover except for:

- The **GENERAL EXCLUSION** headed 'Terrorism'
- the **GENERAL CONDITIONS** under the following headings:
 - Your duty to prevent loss or damage
 - Claims
 - Index linking (if present in **your** policy booklet)

1. We will not pay for:

- a. any claim **we** reasonably believe **you** knew was likely to happen when **you** took out this insurance, e.g. where **you** were already in a disciplinary process at work before taking out this policy, which then led to **you** making a claim;
- b. claims where **you** do not keep to the terms, exclusions and conditions of this cover;
- c. **costs and expenses** which are incurred prior to **our** written agreement and authorisation;
- d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on **your schedule**; **You** can only make one claim for all disputes arising from the same incident.
- e. any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **lawyer**;

- f. any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- g. any issue leading to a claim which was deliberately or intentionally caused by **you**;
- h. a dispute between **you** and someone related to **you** or who is insured under this policy;
- i. any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
- j. any claim in respect of libel and slander;
- k. an application for judicial review;
- l. disputes relating to class actions e.g. If **you** are part of a group of people who are all making the same claim;
- m. disputes between **you** and **us** or Arc where the dispute relates to this cover;
- n. any claim relating to compulsory purchase or to major works where the effect is not specific to **your home** but is more widespread e.g. work on roads, railways and airports;
- o. where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man;
- p. any claims made by anyone other than **you** or **your** family attempting to enforce their rights under this cover;

- q. any test case unless:
 - (i) the case relates to the interpretation of a newly or recently enacted law, and
 - (ii) **our lawyer** agrees that the case is more likely than not to be successful. When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

2. Claims

a. Freedom to choose **your lawyer**

- (i) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist **lawyer**, **you** are free to choose **your own lawyer** by sending **us** their name and address
- (ii) **We** will appoint that **lawyer** subject to their acceptance of **our** standard terms of appointment
- (iii) **We** will only pay **costs and expenses** up to the amount **we** would have paid our appointed **lawyer**. This amount is currently £100 per hour and can vary from time to time at **our** discretion. These terms could mean you may be liable for additional funding which your **own lawyer** should explain to you along with the relevant information contained in the terms of appointment

(iv) Subject to the terms and conditions of this policy **we** will pay their **costs and expenses** up to the maximum shown on **your schedule**.

b. **Our** rights and **your** obligations

- (i) **We** will have direct access to the **lawyer** representing **you** who will, on request, provide **us** with any information or opinion in respect of **your** claim.
- (ii) **You** must co-operate fully with **us** and the appointed **lawyer** and must keep **us** up-to-date with the progress of the claim.
- (iii) At **our** request **you** must give the **lawyer** any instructions that **we** require.
- (iv) **You** must tell **us** immediately if anyone offers to settle a claim or makes a payment into court.
- (v) If **you** do not accept a payment into court or any offer where the **lawyer** advises that this is a reasonable settlement, **we** may refuse to pay any further **costs and expenses**.
- (vi) No agreement to settle on the basis of both sides paying their own costs is to be made without **our** prior approval.

c. **Our** rights to stop **your** claim

The cover **we** provide will end immediately if **you**:

- (i) settle a claim or withdraw a claim without **our** prior agreement, or
- (ii) do not give clear instructions when requested by the **lawyer**, or
- (iii) dismiss a **lawyer** without **our** prior consent. **We** will not withhold consent without good reason.

If, in the event of the above, **we** incur **costs and expenses** that would not otherwise have been incurred, **we** reserve the right to recover these from **you**.

3. Recovery of costs

If **you** are successful with **your** claim, **you** must instruct the **lawyer** to take every available step to recover for **us** all **costs and expenses** relating to **your** case.

4. Disputes about the way your claim has been handled

If **you** are not happy with the way **your** claim has been handled under this section then **you** can take the steps outlined in the 'What to do if you are unhappy' section of the 'Important Information' document.

If **your** dispute relates to the legal opinion of a **lawyer** that **we** appoint then **we** would also like to bring **your** attention to the 'What can I do if I do not agree with the **lawyer's** opinion?' section on page 10 of this document.

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