Your Aviva home insurance Legal services policy

Need to make a claim?
call us on **0345 030 7295**.

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

Legal services cover

This cover will only apply if it is shown on **your schedule** (included as standard with Aviva Platinum). 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 Aviva home insurance policy booklet, **your** policy **schedule** and the Important Information document. Unless specified in this booklet the terms of **your** Aviva home insurance 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.	For confidential legal advice call 0345 030 7295 **Our** legal helpline is available 24 hours a day, 365 days a year Please have **your** policy number ready	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 4 to 6. 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).
2.	**We'll** discuss the issue with **you** and help **you** understand **your** options	**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.
3.	If **your** issue is covered under this policy **we'll** provide **you** with a **lawyer**	If **your** claim is accepted **we** will provide **you** with a **lawyer** who specialises in the law relating to **your** claim. **You** do not have to find **your** own **lawyer** as **we** have access to a range of leading expert **lawyers** waiting to help **you**.
4.	**You** will be asked to provide evidence	Should **you** wish to pursue a claim the **lawyer** will need **you** to provide as much information as possible to support **your** case. This could include: copy of contracts, witness details, correspondence with anyone regarding **your** claim etc. **You** are responsible for providing evidence to support **your** case at **your** own cost.
5.	The **lawyer** will assess **your** case to determine **your** chances of winning	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 10 to 11. 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**.

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

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 **aviva.co.uk/home-legal** or call **0345 030 7295**

Key

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

These boxes give you additional helpful information

These boxes highlight what your policy doesn't cover

Insured Event	What is covered	Common examples of disputes	What is not covered
Employment disputes	• 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.	• 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.	• 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.

Important note

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	The property disputes section covers **your** main **home** and, for this section only, includes any other **homes you** own or rent. • 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**.	• 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.	• 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**.
Consumer disputes	• A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for **your** business use.	• 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.	• Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.

Insured Event	What is covered	Common examples of disputes	What is not covered
Personal Injury disputes	• A claim following an incident that causes death or injury to **you**.	• 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.	• 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.
Medical or Cosmetic procedure negligence disputes	• 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. 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.	• 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.	

Important note

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 when 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** Aviva home insurance and Legal services policy. There is no policy excess or other fees to pay for using this service.

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 Aviva 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.

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

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** Aviva 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 theirs 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 to referred to as a 'test case'. The courts 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 the 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 of this document.

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