

Your Home Insurance

Policy Terms and Conditions

AXA ABC



December 2019



Important telephone numbers

Claim notification line

0330 024 6842

In the event of a claim telephone us on this number.

If you need to make a claim, we tell you the process to follow. You should also read the Claims conditions. Please read the conditions and process before ringing the Claims line.

The conditions and process to follow can be found on pages 17 and 18.

Your call may be recorded.

Domestic helpline and Home assistance

0330 024 6849

The Domestic helpline is automatically included to offer practical advice when trouble strikes in the home. Burst pipes, blocked drains, electrical faults, even wasp nests – we can arrange for an approved contractor to visit your home and sort out the problem as quickly as possible.

You will have to pay for any call out charges, parts and cost of labour.

If you have upgraded to the Home assistance cover, we will pay up to £1,000 towards the costs and fees covered by this section.

Legal helpline and Family legal protection

0330 024 6861

This confidential legal helpline service offers legal advice over the phone at local rates. You can get help on any personal or domestic legal problems.

Your schedule will show if you have upgraded to the Family legal protection cover, we will pay up to £50,000 towards legal costs and expenses covered by this section. Please quote 'AXA ABC – Family legal protection' when contacting them.

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Using this booklet

Please read this **policy** booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your insurance adviser.

Certain words and phrases have a defined meaning. You can find the meanings of these defined terms on pages 9 – 11.

We have included some explanatory notes in your **policy** booklet. These are printed in *italics*.

You will find the following headings on many pages.

✓ What is covered

These sections give detailed information on the insurance provided and should be read, at all times, with 'What is not covered'.

X What is not covered

These sections tell you what is not included in your **policy**.

Your policy

Thank you for choosing AXA Insurance UK plc.

This **policy** describes the insurance cover provided during the **period of insurance** as shown in your schedule which you have paid for, or have agreed to pay for and for which we have accepted the premium.

The contract between you and us is made up of this **policy**, the schedule and **endorsements** shown in the schedule.

Important information

Please read this **policy** booklet with your **policy** schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your insurance adviser.

Please also take some time to read our complaints procedure in the Making a complaint section on page 63.

The law which applies to this policy

You and we can choose the law which applies to this **policy**. We propose that the Law of England and Wales apply. Unless we and you agree otherwise the Law of England and Wales will apply to this **policy**.

Checking for changes to your cover

If you have varied the basic terms of your **policy** with us this will be stated on your schedule.

In addition we may apply **endorsements** that can include things like a requirement to have a burglar alarm fitted, a certain type of lock on your doors, a larger **policy excess** on a specific section or an increased limit for one of your **valuable** items.

Important advice

Our AXA ABC Home Insurance policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your home.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy in full along with the policy schedule. We have also taken this opportunity to bring some helpful information to your attention.

This section does not form part of your policy and contains only examples of what is contained in your booklet.

Collision

If someone crashes into your wall or your house make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

Subsidence

Damage caused by subsidence is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your home may be affected.

Escape of water

Your cover for escape of water is designed to cover damage to your property caused by water leaks.

It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help prevent boiler failure which could leave you with no heating and/or hot water.

One of the biggest risks of water damage occurs when you are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze over. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains.

Please be aware that cover ceases after the home has been unoccupied for more than 30 days.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property as damage of this nature is not covered by the policy.

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber. We will be able to pay for the damage the water caused but not to repair the pipe itself.

Important advice *continued*

Fires

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family.

Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

Floods

If water has or is expected to enter your property you should secure your home and move your valuables and essentials to an elevated place or upper floor. You should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your home and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by your policy but there are more specific insurance policies available to protect you against this risk.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this policy. It is therefore important that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

Thefts

Many thefts are committed by so called 'opportunistic' criminals. Your property is significantly more likely to be burgled if accessible entrances are not locked and secured. Your policy may carry an endorsement about the security you have in place to prevent thefts. This usually requires you to have certain types of door and window locks. Make sure you check your schedule to ensure you have the right protection in place. If you fail to meet these requirements we may impose a higher excess for theft claims.

Important advice continued

If you are going away, do what you can to make your house appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if you have them.

Garages and sheds are attractive to criminals as they are easier to break into and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops and MP3 players or ipods if you have personal possessions cover. We will not cover the theft of such items if they have been left unattended outside of your home.

Meaning of defined terms

Where we explain what a word means that word will have the same meaning wherever it is used in the **policy** or schedule.

These words are highlighted by the use of **bold blue print**.

Additional and alternative meanings apply to the Home assistance and Family legal protection sections, please refer to the definitions within these sections.

The terms **we, us, our, you** and **your** also have a defined meaning listed here, but have not been highlighted in bold throughout the **policy**.

Buildings

The structure of the **home** including fixtures and fittings and the following if they form part of the property:

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues
- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- inspection hatches and cover all supplying your **home**
- **outbuildings**.

Domestic staff

A person employed to carry out domestic duties associated with the **home** and not employed by you in any capacity in connection with any business trade profession or employment.

Endorsement(s)

A change to the terms of the **policy** as shown under endorsements in the schedule.

Excess

The amount you are required to pay as the first part of each and every claim made.

Family/They

Your domestic partner, children, **domestic staff** and any other person all permanently residing with you and not paying a commercial rent.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

Heave

The upward or sideways movement of the site on which your **buildings** are situated other than **settlement** caused by swelling of the ground.

Home

The private residence shown in the schedule including its garages and **outbuildings** if they form part of the property.

Meaning of defined terms *continued*

Household goods

This includes tenants' fixtures, fittings and interior decorations.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **settlement**.

Money

This means coins, bank notes in current use, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings

which do not form part of the structure of the main building of the **home** and are used or occupied for domestic purposes.

Period of Insurance

The dates shown in the schedule.

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include **valuables** or **money**.

Policy

Your policy booklet and most recent schedule which include any **endorsement(s)**.

Settlement

The natural movement of new properties in the months and years after they are built.

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 25mm per hour or
- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

* Equivalent to storm force 10 on the Beaufort Scale.

Subsidence

Downward movement of the site on which the **buildings** are situated by a cause other than **settlement** or the weight of the **buildings** themselves.

Unfurnished

Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.

Unoccupied

Not lived in and not occupied overnight by you or your **family** or a person authorised by you for more than 30 consecutive days.

Meaning of defined terms *continued*

Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Vehicles or craft

- 1 Electrically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, quad bikes and children's quad bikes.
- 2 Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
- 3 Trailers, carts, wagons, caravans and horse boxes.
- 4 Parts, accessories (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

The following items are not included in this definition:

- Ride on lawnmowers only used for domestic purposes within the boundaries of the land belonging to your **home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.

- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles, and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We/Us/Our

AXA Insurance UK plc.

You/Your

The person or persons named in the schedule as the policyholder.

General conditions

These conditions apply throughout your **policy**. Additional conditions apply to the Home assistance and Family legal protection sections.

You and your **family** must comply with them to have the full protection of your **policy**.

If you or your **family** do not comply with them we may take one or more of the following actions:

- cancel your **policy**
- declare your **policy** void (treating your **policy** as if it never existed)
- change the terms and/or premium of your **policy**
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

Providing accurate and complete information

When taking out, renewing or making changes to this **policy**, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your **policy** was accurate and complete.

Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in

your proposal form, statement of fact or schedule changes during the **period of insurance**.

Examples of changes we must be made aware of are:

- change of address
- structural alteration to your **home**
- if you or your **family** intend to let or sublet your **home**
- if you or your **family** intend to use your **home** for any reason other than private residential purposes
- if your **home** will be **unoccupied**
- if your **home** is no longer occupied solely by you or your **family**
- if you or your **family** have been declared bankrupt or been subject to bankruptcy proceedings
- if you or your **family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell you if there will be any change to your insurance premium and/or any change in the terms of your **policy**.

You must ensure that you provide accurate and complete information when asked questions about the changes in your circumstances.

Maximum limits

- 1 The value of your **contents**.
You must notify us as soon as possible if the full replacement value of your **contents** exceeds the amount shown in your schedule.

General conditions *continued*

If the amount shown on your schedule represents less than 100% of the full replacement value of your **contents**, we will only be able to settle claims at the percentage you are insured for.

For example, if the value of your **contents** shown on your schedule only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **contents** means the current cost to replace all your **contents** as new.

If the full replacement value of your **contents** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

2 The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able to settle claims at the percentage you are insured for.

For example, if the value of your **buildings** shown on your schedule only represents 70% of the full rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

Taking care of your property

You and your **family** must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the property insured in good repair.

Dual insurance

If any injury, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance we will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.

Cancelling your cover

Statutory cancellation rights

You may cancel this **policy** within 14 days of receipt of the **policy** documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or by writing to us at the following address during the cancellation period:

AXA Personal Lines Customer Service
PO Box 7072
Willenhall,
WV1 9ZU

General conditions *continued*

If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

Cancellation outside the statutory period

You may cancel this **policy** at any time by providing prior written notice to the above address.

Providing you have not incurred eligible claims during the period we have been on cover we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you, providing this exceeds £15. If the amount is less than £15 then no refund will be payable.

If you are paying by instalments your instalment payments will end and if you incur eligible claims you will either have to continue with the instalments, until the **policy** renewal date or we may at our discretion take the outstanding instalments you still owe from any claim payment made.

If you pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

Cancellation by us

We reserve the right to cancel your **policy** when there is a valid reason to do so.

Valid reasons include,:

- You provide us with inaccurate or incomplete information. Please see General condition '1 Providing

accurate and complete information' for further information.

- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition '2 Changes in your circumstances' for further information.
- You act in a fraudulent manner. Please see the 'Claims conditions' section set out on pages 17 – 18 for further information.
- You fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment'.
- You use threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your **policy** we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your **policy** and any premium refund will be calculated in accordance with General condition '6 Cancelling your cover'.

If we cancel your **policy** because you have acted in a fraudulent manner we may not return any premium paid by you for the **policy** and we may not provide any prior written notice.

Non-payment of premiums

We reserve the right to cancel this **policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if you are paying by instalments.

If we are unable to collect a payment by instalments we will use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the **policy**.

General exclusions

These exclusions apply throughout your **policy**.

We will not pay for

Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands.

Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**.
- Tenants liability.
- Occupiers and Public liability.
- Property owners liability.

Radioactive contamination

1 loss or damage to any property or any loss or expense resulting or arising therefrom or any other loss, damage or additional expense following on from the event for which you are claiming

2 any legal liability

directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

Any loss or damage or liability occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

General exclusions *continued*

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a sudden and unforeseen and identifiable incident
- leakage of oil from a domestic oil installation at your **home**.

Gradual damage/deterioration/maintenance

Any loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your **buildings** and its **contents**.

Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or your **family** or anyone lawfully in the **home**.

Claims conditions

The first thing you must do:

If property is lost or theft or malicious damage is suspected you must immediately inform the police and obtain a crime or lost property reference number.

We recommend that you check your **policy** cover.

Check that the loss or damage is covered. This **policy** contains details of what is covered and how claims are settled.

You should always immediately:

- contact us by phone on the helpline shown in your schedule
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

Claims process

By telephoning us on the helpline shown in your schedule we will

- 1 take details of the loss
- 2 arrange for a nationwide approved tradesperson to provide us with an estimate
- 3 instruct an approved supplier to contact you if appropriate
- 4 where necessary arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of our own claims staff or an independent Chartered Loss Adjuster.

Emergency process

We provide a 365 days a year 24 hours a day Domestic helpline. By telephoning 0330 024 6849 an approved contractor can be appointed who will undertake any temporary repair. You will remain responsible for any call out charges, parts and cost of labour however these repairs may be covered under the **policy**. We should however be given the opportunity to inspect the damage before permanent repairs are started or any item is disposed of.

What you must do after making your claim:

- tell us and provide full details in writing immediately if someone is holding you or your **family** responsible for damage to their property or bodily injury to them and send to us immediately any writ, summons, letter of claim or other document
- if requested send written details of your claim to us within 30 days
- to help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property
- to help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property
- we will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

What you must not do:

- admit or deny any claim made by someone else against you or your **family** or make any agreement with them
- abandon any property to us
- dispose of damaged items as we may need to see them.

Fraud

Throughout your dealings with us we expect you to act honestly

If you or anyone acting for you:

- knowingly makes a fraudulent or exaggerated claim under the **policy** or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion.

Then:

- we may make your **policy** void from the date of the fraudulent act
- we will not pay any fraudulent claims
- we will be entitled to recover from you the amount of any fraudulent claim already paid under the **policy** since the start date
- we may not return any premium paid by you for the **policy**
- we may inform the Police of the circumstances.

What we are entitled to do:

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party.

We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in your name.

How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash or cash alternative settlement, then payment will not exceed the amount we would have paid the preferred supplier.

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

The sums insured that apply to your **policy** will not be reduced by any claim.

An approved supplier may be appointed where appropriate to act on our behalf to further validate your claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate. Any permanent repairs made by our approved suppliers are guaranteed.

Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item. We will pay you for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings. Where carpeting is damaged

beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Contents

We will settle claims for loss or damage which are beyond economic repair on the basis of cost as new, subject to the **excess** as long as:

- the **contents** have been maintained in good repair
- the **contents** limit shown in your schedule is sufficient to cover the full value of the property.

For **contents** the full value means the current cost to replace all your **contents** as new.

Buildings

We will settle claims for loss or damage to the **buildings** without deduction, subject to the **excess** as long as:

- the **buildings** have been maintained in good repair
- the **buildings** limit shown in your schedule is sufficient to cover the full value of the **buildings**.

For **buildings** full value means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If it is not possible to repair or rebuild the damage to the **buildings**, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the **building** but you ask

How we settle claims *continued*

us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your buildings due to the damage but not more than it would have cost us to repair the damage to your **buildings**.

Storm damage claims

The definition of what we mean by **storm** can be found in the 'Meanings of defined terms' section on pages 9 – 11.

When we assess your claim, we will not rely solely on the definition of **storm** as this is just one factor we consider when you have this kind of damage to your **home**.

Other factors we consider are as follows:

- Does the evidence show that **storm** conditions occurred on or around the date the damage is said to have happened.
- Is the damage claimed for consistent with the damage caused by **storm** damage.
- Were **storm** conditions the main cause of the damage or were other factors involved. For example, we look if the damage would have occurred without the **storm**. This insurance **policy** is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance. Please see the general exclusions and conditions section of this **policy** for more information.

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your **home** before making a decision. In order to help assess your claim, we will also send a claims expert to your **home** if necessary.

Inflation protection

To help protect you against the effect of inflation every sum insured and monetary limit under **contents** and personal possessions and **buildings** will be adjusted at the end of each month by the percentage increases in the following indices:

Contents/personal possessions

The Consumer Durables section of the Retail Price index compiled by the Office for National Statistics.

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable we will use a suitable alternative index. We will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **period of insurance** will be based on any increased sum insured.

Although you have the benefit of Inflation protection you should not rely on this alone to keep the **buildings** and **contents** and personal possessions sums insured at the correct level.

The value of your **buildings** or **contents** or personal possessions may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition to insure for the correct sum (see Maximum limits on pages 12 – 13).

Contents standard cover

Your schedule will show if this section is in force. Inflation protection applies (see page 21).

What are Contents?

Household goods, personal effects, valuables and **money** are included provided that they belong to you or your **family** or you or **they** are legally responsible for them and they are mainly used for private purposes.

X What contents are not covered

- 1 Vehicles or craft.**
- 2** Any living creature.
- 3** Property more specifically insured by any other insurance.
- 4** Documents other than as shown in cover 20.
- 5** Lottery tickets and raffle tickets.
- 6** Any part of the structure of the **buildings** other than fixtures and fittings for which you are responsible as occupier.
- 7** Property mainly used for business trade, profession or employment purposes.

What is the most we will pay?

We will not pay more in total than the sum insured for **contents** shown in your **policy** schedule for any one claim under causes 1–11 and covers 12–18, 20, 22–24, 29 and 30. We will pay in addition amounts due under covers 19, 21 and 25–28 up to the limits shown

The following limits apply:

- for any one **valuable** – 5% of the **contents** sum insured
- for any one claim for **valuables** – one third of the **contents** sum insured
- for **money** – £250.

These are the standard limits. If you have increased any of them the revised limits which apply to your **policy** will be shown in your schedule.

Cause 1 – Fire, smoke, explosion, lightning, earthquake

✓ What is covered

Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Smoke damage arising gradually or out of repeated exposure.

Cause 2 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage caused by frost.
- 3** Loss or damage to property in the open.

Cause 3 – Theft or attempted theft

✓ What is covered

Loss or damage caused by theft or attempted theft. Minimum security precautions **endorsement** may apply – see schedule.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage while the **home** is **unoccupied** or **unfurnished**.
- 3** Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- 4** Loss or damage as a result of any failed online purchase or transaction.
We will not pay for the following unless there has been forcible and violent entry to or exit from the **home**:
- 5** Loss or damage from the **home** if any part of it is occupied by anyone but you or your **family**.
- 6** Loss or damage from any part of the **home** which is used for any business, trade, profession or employment purposes.

Cause 4 – Escape of water

✓ What is covered

Escape of water from:

- 1** a fixed:
 - a** water installation
 - b** drainage installation
 - c** heating installation
- 2** washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but the damaged installation or appliance is only covered if an insured cause or cover is operative.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage while the **home** is **unoccupied** or **unfurnished**.
- 3** Loss or damage caused by a lack of sealant and/or grout.

Cause 5 – Escape of oil

✓ What is covered

Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil fired heating installation.

Damage caused by the escape of oil is covered but the damaged installation is only covered if an insured cause or cover is operative.

Contents standard cover *continued*

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 6 – Malicious people or vandals

✓ What is covered

Loss or damage caused by malicious people or vandals.

Minimum security precautions **endorsement** may apply – see schedule.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 7 – Riot and civil commotion

✓ What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

The amount of the **excess** shown in the schedule.

Cause 8 – Subsidence, ground heave or landslide

✓ What is covered

Subsidence or ground **heave** of the site on which the **buildings** stand or **landslip**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage caused by coastal or river bank erosion.

Cause 9 – Collision

✓ What is covered

Collision by:

- 1 aircraft
- 2 aerial devices
- 3 road or rail vehicles
- 4 animals

or anything dropped from them.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage caused by domestic pets or insects.

Cause 10 – Falling trees or branches

✓ What is covered

Loss or damage caused by falling trees or branches.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 The cost of removal of the fallen tree or branch.
- 3 Loss or damage caused during tree felling, lopping or topping.

Cause 11 – Aerials, satellite dishes, telegraph poles or electricity pylons

✓ What is covered

Loss or damage caused by the breakage or collapse of:

- 1 satellite dishes
- 2 TV or radio aerials, aerial fitting or masts
- 3 lamp posts
- 4 telegraph poles
- 5 electricity pylons, poles or overhead cables.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage to the items themselves.

Cover for items in or on the **home** may be covered – see cover 12 below.

Cause 12 – Home entertainment equipment

✓ What is covered

Accidental damage to:

- 1 television sets and their aerials
- 2 radios
- 3 record players, compact disc players and tape recorders
- 4 video recorders
- 5 DVD players
- 6 home computers
- 7 cable/satellite/digital television receivers.

X What is not covered

- 1 Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable compact disc players, portable televisions.
- 2 Mechanical or electrical breakdown or failure.
- 3 Damage to records, discs, cassettes and tapes.
- 4 Accidental damage or contamination to computers or computer equipment by:
 - a erasure or distortion of data
 - b accidental erasure or mislaying or misfiling of documents or records
 - c viruses.
- 5 Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering.
- 6 Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it.
- 7 Damage to equipment not in or on the **home**.
- 8 Loss or damage by chewing, scratching, tearing or fouling by domestic pets.
- 9 Damage caused by wear and tear.
- 10 Damage caused by rot, fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**.
- 11 Damage caused by the action of light or any atmospheric or climatic condition.
- 12 Damage caused by any gradually operating cause.

Cause 13 – Mirrors and Glass

✓ What is covered

Accidental breakage of:

- 1 mirrors
- 2 fixed glass and glass tops of furniture
- 3 ceramic hobs and ceramic tops of cookers
- 4 glass oven doors.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.
- 3 Loss or damage to your or your **family's** contents while they are not in the **home**.

Cause 14 – Replacement of locks

✓ What is covered

We will pay for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors and windows of the **home**
- 2 a safe within or an alarm protecting the **home**

following the theft of their keys.

We will not pay more than £500 for any one claim.

Note: Assistance for emergency key replacement for lost keys is provided under Home assistance (if chosen).

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 The cost of replacing keys and locks to a **garage** or **outbuilding**.

We will only pay under Contents standard cover or Buildings standard cover if both sections are insured for any one claim.

Cause 15 – Credit card liability

✓ What is covered

You or your **family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the **home** and following its unauthorised use by any person not related to or living with you.

We will not pay any more than £250 for any one claim.

Do not forget to immediately inform the police and issuing authorities in the event of a loss.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Any loss unless you or your **family** have complied with the terms and conditions of the issuing authority.
- 3 Any loss or claim due to accounting errors or omissions.

Cause 16 – Accidental loss of oil and metered water

✓ What is covered

We will pay for accidental loss of domestic heating oil and metered water. We will not pay more than £1,000 for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 17 – Contents removed to the garden

✓ What is covered

Loss or damage by causes 1-11 to **contents** while in the open within the boundaries of the land belonging to the **home**.

We will not pay more than £500 for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to **valuables** or **money**.
- 3 Loss or damage to plants and trees.
- 4 Loss or damage to **business equipment**.
- 5 Loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in a boot or glove compartment, and all windows are

closed and doors, including the boot are locked.

Cause 18 – Temporary removal

✓ What is covered

Loss or damage by causes 1-11 to **contents** temporarily removed from the **home** to:

- 1 any bank or safe deposit
- 2 any occupied private dwelling
- 3 any building where you or your **family** are working or temporarily residing while
 - a anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean or
 - b anywhere in the world for up to 60 days during any **period of insurance**

We provide insurance protection for **contents** in the **home** during normal periods of unoccupancy for example when you are on holiday. However if you are going away for 30 consecutive days or more or if the **home** is to be vacated please tell us as this will affect the terms of your **policy**.

Student belongings

This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the **home**. Additional cover is available under the Personal possessions section (if chosen).

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage:
 - a by theft, unless it involves forcible and violent entry to or exit from a **building**
 - b from a caravan, mobile home or motor home
 - c outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious people.

Cause 19 – Alternative accommodation

✓ What is covered

While the **home** cannot be lived in because of loss or damage covered by this **policy**, we will pay for:

- 1 rent payable for which you are legally liable or
- 2 the reasonable increased cost of alternative accommodation for you, your **family** and your domestic pets.

We will not pay more than 20% of the sum insured for **contents** for any one claim.

X What is not covered

The amount of the **excess** shown in the schedule.

Cause 20 – Documents

✓ What is covered

Loss or damage by causes 1-11 to documents (other than **money**) whilst:

- 1 within the main building of the **home** or
- 2 deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world

We will not pay more than £250 for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Property more specifically insured by any other insurance.
- 3 Property mainly used for business, trade, profession or employment purposes.

Cause 21 – Automatic increase in sum insured for gifts and provisions

✓ What is covered

The **contents** sum insured is automatically increased for gifts and provisions:

- 1 during the months of November and December
- 2 during the period 30 days before and 30 days after your or your **family's** wedding.

We will not pay more than 10% of the sum insured for **contents** for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Cause 22 – Visitors’ personal effects

✓ What is covered

Loss or damage by causes 1-11 to visitors’ **personal effects** whilst contained within the **home**.

We will not pay more than £500 for each visitor for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage specifically excluded under Contents standard cover.

Cause 23 – Domestic staff’s personal effects

✓ What is covered

Loss or damage by causes 1-11 to **domestic staff’s personal effects** contained within the **home**.

We will not pay more than £500 for each member of **domestic staff** for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage specifically excluded under Contents standard cover.

Cause 24 – Frozen food

✓ What is covered

Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

- 1 a change in temperature
- 2 contamination by refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

- 1 in the **home**
- 2 owned by, or the responsibility of you or your **family**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule
- 2 Loss or damage resulting from:
 - a the deliberate act of you or your **family** or any electricity supplier
 - b strike, lock-out or industrial dispute
 - c property more specifically insured by any other insurance
 - d property mainly used for business, trade, profession or employment services.

Cover 25 – Liability to domestic staff

✓ What is covered

Any amount that you or your **family** become legally liable to pay as compensation (including claimant’s costs and expenses) for death, bodily injury or

Contents standard cover continued

illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

X What is not covered

You or your **family's** legal liability to pay compensation or costs arising from bodily injury (including death) sustained by any **domestic staff** when **domestic staff** are:

- 1 carried in or upon a vehicle or
- 2 entering or getting onto or alighting from a vehicle

where such bodily injury or illness (including death) is caused by or arises out of the use by you or your **family** of a vehicle.

For the purposes of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

Cause 26 – Tenant's liability (applicable if the home is rented)

✓ What is covered

Any amount that you or your **family** become legally liable to pay as tenant of the **home** in respect of:

- 1 damage to the **buildings** by any cause specified under Buildings standard cover of this **policy**

2 accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**

3 accidental breakage of:

- a fixed glass in:
 - i windows
 - ii doors
 - iii fanlights
 - iv skylights
 - v greenhouses
 - vi conservatories
 - vii verandas
- b fixed ceramic hobs or hob covers
- c fixed sanitary ware and bathroom fittings.

We will not pay more than 10% of the sum insured for **contents** for any claim or series of claims arising from any one event or one source or original cause.

X What is not covered

Loss or damage to gates, hedges and fences.

Cause 27 – Occupiers and public liability

✓ What is covered

Any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:

- 1 death, bodily injury or illness of any person not an employee of either you or your **family**

Contents standard cover *continued*

- 2** damage to property not belonging to or in the custody or control of you or your **family** or **domestic staff**

arising from:

- a** the occupation of the **home** (but not its ownership)
- b** the private pursuits of you or your **family**
- c** the employment by you or your **family** of **domestic staff**.

We will not pay more than £2,000,000 (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

X What is not covered

Legal liability to pay compensation or costs arising from:

- 1** any business, trade, profession or employment
- 2** the transmission of any contagious disease or virus
- 3** the ownership, possession or use of **vehicles or craft**
- 4** the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable)
- 5** any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

Any liability which is covered under a more specific **policy**.

Important

Under this section we will provide cover for your liability as the occupier of your **home** arising from the private pursuits of you or your **family**. We will not cover your liability arising from your ownership of your **home**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note if you are the owner of the **buildings** you will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.

Cause 28 – Unrecovered damages

✓ What is covered

We will pay the amount of any award of damages made in your or your **family's** favour which:

- 1** is in respect of death, bodily injury, illness or damage to property of such nature that you or your **family** would have been entitled to indemnity under Contents cover 27 – Public liability had you or your **family** been responsible for the injury or damage and
- 2** is made by a court within the United Kingdom, Isle of Man or Channel Islands and
- 3** is still outstanding six months after the date on which it is made and
- 4** is not the subject of an appeal.

We will not pay more than £1,000,000 in respect of any one award.

Contents accidental damage cover

Your schedule will show if this extension has been chosen.

Cause 29 – Accidental damage

✓ What is covered

Accidental damage or loss to **contents** whilst in the **home**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Any loss or damage specifically excluded under Contents standard cover.
- 3 Accidental loss or damage:
 - a by mechanical or electrical breakdown or failure
 - b arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d by chewing, scratching, tearing or fouling by domestic pets
 - e by wear and tear
 - f by rot, fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - g by the action of light or any atmospheric or climatic condition

- h by any gradually operating cause
- i to contact lenses
- j to food, drink or plants
- k specifically provided for under Contents standard cover
- l to computers or computer equipment:
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
- m arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- n while the **home** is unoccupied or unfurnished.

Cause 30 – House removal

✓ What is covered

Accidental loss or damage to **contents** whilst in the course of removal by professional removal contractors from the **home** to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.

X What is not covered

- 1** The amount of the **excess** shown in your schedule.
- 2** Accidental loss or damage:
 - a** to **money**
 - b** to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
 - c** to jewellery
 - d** during sea transit
 - e** whilst the **contents** are in storage
 - f** by mechanical or electrical breakdown or failure.

Personal possessions

Your schedule will show if this section is in force. Inflation protection applies (see page 21).

What are personal possessions?

Personal effects, valuables and money are included provided that they belong to you or your **family** or you or **they** are legally responsible for them and they are mainly used for private purposes.

What is the most we will pay?

We will not pay more than the sum insured shown in total for personal possessions in your **policy** for any one claim.

NB: The sum insured for personal possessions is included within the sum insured for Contents standard cover and is not in addition to it.

The following limits apply:

- for **money** – £500
- for credit cards – £250
- for any one pedal cycle – £400
- for any one unspecified article – £2,000.

These are the standard limits. If you have increased any of them the revised limits which apply to your **policy** will be shown in your schedule.

Cause 1 – Loss or damage

✓ What is covered

Loss or damage to **valuables, money** and **personal effects** belonging to you or your **family** whilst:

- 1 anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean islands and those countries bordering the Mediterranean or
- 2 anywhere in the world for up to 60 days during any **period of insurance**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Loss or damage:

- a arising from the cost of remaking any film, disc or tape or the value of any information contained on it
- b caused by, or in the process of, cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering
- c caused by chewing, scratching, tearing or fouling by domestic pets
- d caused by rot, fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
- e caused by any gradually operating cause or wear and tear

Personal possessions *continued*

- f** caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are hidden from view, in a boot or glove compartment and, all windows are closed and all doors, including the boot, are locked
- g** to items not in the care, custody or control of you or your **family** or an authorised person
- h** caused by theft or attempted theft from an unlocked hotel room
- i** by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- j** by mechanical or electrical breakdown or failure
- k** to **vehicles or craft**
- l** by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle
- m** to any property mainly used for business, trade, profession or employment purpose
- n** to plants or any living creature
- o** to documents
- p** to contact lenses
- q** where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason
- r** specifically provided for elsewhere in this **policy**
- s** to computers or computer equipment
 - i** by erasure or distortion of data
 - ii** by accidental erasure or mislaying or misfiling of documents or records
 - iii** by viruses
 - iv** by contamination
- t** to property more specifically insured by any other insurance
- u** to lottery tickets and raffle tickets
- v** as a result of any failed online purchase or transaction.

Cover 2 – Credit card liability

✓ What is covered

You or your **family's** liability under the terms of any credit card or cash dispenser card agreement as a direct result of its unauthorised use by any person not related to or residing with you or your **family**.

X What is not covered

1 The amount of the **excess** shown in the schedule.

Any loss or claim:

2 unless you and your **family** have complied with the terms and conditions of the issuing authority

3 due to accounting errors or omissions.

Buildings standard cover

Your schedule will show if this section is in force. Inflation protection applies (see page 21).

What is the most we will pay?

We will not pay more in total than the sum insured shown for **buildings** in your **policy** schedule for any one claim under causes 1-11 and covers 13, 14, 15, 17, 18 and 20. We will pay in addition amounts due under covers 12, 16 and 19 up to the limits shown.

Your **policy** covers the **buildings** for the following causes and covers:

Cause 1 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage:
 - a by **subsidence**, ground **heave** or **landslip**
 - b to gates, hedges, fences, drives or paths
 - c to radio or television aerials
 - d by frost
 - e caused by rising ground water levels
 - f may be covered under the Contents standard cover section if you have chosen this cover.

Cause 2 – Escape of water

✓ What is covered

Escape of water from or frost damage to:

- 1 a fixed:
 - a water installation
 - b drainage installation
 - c heating installation
- 2 a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but the damaged installation or appliance is only covered if an insured cause or cover is operative.

We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search, but we will not pay more than £5,000 for locating the source of damage for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage:
 - a while the home is **unoccupied** or **unfurnished**
 - b by **subsidence**, ground **heave** or **landslip**
 - c by dry rot
 - d caused by failure or lack of sealant and/or grout

Cause 3 – Escape of oil

✓ What is covered

Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Damage caused by the escape of oil is covered but the damaged installation is only covered if an insured cause or cover is operative.

We will also pay the necessary costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search but we will not pay more than £5,000 for locating the source of damage for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 4 – Subsidence or ground heave

✓ What is covered

Subsidence or ground **heave** of the site on which the **buildings** stand or **landslip**.

Damage to your **home** caused by the ground moving is covered, whether this movement is downwards due to **subsidence**, upwards due to **heave** or sideways due to **landslip**.

Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations.

This is usually associated with volumetric changes in the subsoil and is covered by the **policy**. **Settlement** is movement due to the distribution or re-distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the **building**. It is not normally a continuing problem and is not covered by the **policy**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage:
 - a caused by normal **settlement**, shrinkage or expansion
 - b resulting from coastal or river bank erosion
 - c arising from construction, structural alteration, repair or demolition
 - d arising from the use of defective materials, defective design or faulty workmanship
 - e to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools unless the **home** has been damaged at the same time by the same cause

- f** to or resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load-bearing walls of the **home** are damaged at the same time by the same cause.

Cause 5 – Theft or attempted theft

✓ What is covered

Theft or attempted theft.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 6 – Collision

✓ What is covered

Collision by:

- 1** aircraft
- 2** aerial devices
- 3** road or rail vehicles
- 4** animals

or anything dropped from them.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage caused by:
 - a** domestic pets
 - b** insects

Cause 7 – Falling trees or branches

✓ What is covered

Falling trees or branches.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2**
 - a** The cost of removal if the fallen tree or branch has not caused damage to the **buildings**
 - b** loss or damage caused during tree felling, lopping or topping.

Cause 8 – Satellite dishes, TV and radio aerials

✓ What is covered

Breakage or collapse of:

- 1** satellite dishes
- 2** TV or radio aerials, aerial fittings or masts
- 3** lampposts
- 4** telegraph poles
- 5** electricity pylons, poles or overhead cables.

X What is not covered

- 1** The amount of the **excess** shown in the schedule.
- 2** Loss or damage to the items themselves.

Certain items may be covered under the Contents standard cover section if you have chosen this cover.

Cause 9 – Fire, smoke, explosion, lightning, earthquake

✓ What is covered

Fire, smoke, explosion, lightning, earthquake.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Smoke damage arising gradually out of repeated exposure.

Cause 10 – Malicious people or vandals

✓ What is covered

Damage caused by malicious people or vandals.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cause 11 – Riot, civil commotion, strikes, labour and political disturbances

✓ What is covered

Riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

The following covers are included in this section:

Cause 12 – Debris removal and building fees

✓ What is covered

Necessary expenses for rebuilding or repairing the **buildings** as a result of damage covered by:

Buildings standard cover for:

- 1 architects, surveyors, consulting engineers and legal fees
- 2 the cost of clearing debris from the site or demolishing or shoring up the buildings
- 3 the cost to comply with government or local authority requirements.

We will not pay more than 10% of the sum insured for **buildings** for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Cause 13 – Service pipes and cables

✓ What is covered

Accidental damage to:

- 1 cables
- 2 drain inspection covers

Buildings standard cover *continued*

- underground drains, pipes or tanks providing services to or from the **home** and for which you are responsible.

Cover for accidental loss of metered water may apply under Contents standard cover cause 16.

We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search, but we will not pay more than £5,000 for locating the source of damage for any one claim.

X What is not covered

- The amount of the **excess** shown in the schedule.
- If it is discovered that the cause is not accidental damage, then unless one of the other causes is operative there will be no cover.

Cause 14 – Glass and sanitary ware

✓ What is covered

Accidental breakage of:

- fixed glass in
 - windows
 - doors
 - fanlights
 - skylights
 - greenhouses
 - conservatories
 - verandas

- fixed ceramic hobs or hob covers
- fixed sanitary ware and bathroom fittings.

X What is not covered

- The amount of the **excess** shown in the schedule.
- Loss or damage while the **home** is **unoccupied** or **unfurnished**
 - damage to property that does not form part of the **home**.

Remember it is a condition of your **policy** that the property must be kept in good repair at all times.

Cause 15 – Replacement of locks

✓ What is covered

We will pay for the cost of replacing keys and locks or lock mechanisms to:

- external doors and windows of the **home**
- a safe within or an alarm protecting the **home**

following the theft of their keys.

We will not pay more than £500 for any one claim.

NOTE: Emergency key replacement for lost keys is provided under Home assistance (if chosen).

X What is not covered

- The amount of the **excess** shown in the schedule.
- The cost of replacing keys and locks to a **garage** or **outbuilding**.

Buildings standard cover *continued*

We will only pay under Contents standard cover or Buildings standard cover if both sections are insured for any one claim.

Cause 16 – Alternative accommodation

✓ What is covered

While the **home** cannot be lived in because of loss or damage covered under Buildings standard cover.

We will pay for:

- 1 the reasonable increased cost of alternative accommodation for you and your **family** and your domestic pets or
- 2 the amount of rent you and your **family** lose.

We will not pay more than 20% of the sum insured for **buildings** for any one claim.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Cause 17 – Emergency entry

✓ What is covered

Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an **emergency** involving you or your **family**.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Cause 18 – Contracting purchaser

✓ What is covered

If you have contracted to sell the **home** the purchaser shall have the full protection of your **policy** in respect of the **buildings** up to the date of completion of the purchase as long as the **home** is not covered by any other insurance.

X What is not covered

- 1 The amount of the **excess** shown in the schedule.

Cause 19 – Property owners' liability

✓ What is covered

Any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental death, bodily injury or illness to any person or damage to property.

This includes cover for defective work carried out by you or your **family** or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your **family** before the occurrence of bodily injury or damage in connection with such private residence.

We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

X What is not covered

Your legal liability to pay compensation arising directly or indirectly from:

- a** an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- b** the use or occupation of the **home** for any business, trade, profession or employment
- c** death or bodily injury illness or disease to any person who is a member of your **family** residing with you or any person under a contract of service
- d** damage to property belonging to or under the control of you or a member of your **family** residing with you
- e** death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment
- f** if you are entitled to indemnity under another insurance **policy**
- g** arising more than seven years after this **policy** has expired or been cancelled
- h** for the cost of rectifying any fault or alleged fault.

Any liability which is covered under a more specific **policy**.

Important

Under this section we only provide cover for liability arising from the ownership of your **home**. We will not cover your liability as the occupier of your **home** or your personal liability arising from the private pursuits of you or your **family**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note that you will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.

Buildings accidental damage cover

Your schedule will show if this extension has been chosen.

Cause 20 – Buildings

✓ What is covered

Accidental damage to the **buildings**.

X What is not covered

Accidental damage:

- 1 specifically excluded under Buildings standard cover
- 2 more specifically insured elsewhere in this **policy**
- 3 by frost
- 4 by wear and tear or gradually developing deterioration **settlement** or shrinkage of the **buildings**
- 5 by infestation, chewing, scratching, tearing or fouling by insects or **vermin** or by wet or dry rot
- 6 by chewing, scratching, tearing or fouling by domestic pets
- 7 by mechanical or electrical breakdown or failure
- 8 arising from the alteration or extension of the **buildings** or cost of maintenance or routine decoration
- 9 arising from faulty workmanship, defective design or use of defective materials
- 10 whilst the **home** is **unoccupied** or **unfurnished**.

Fatal accident

If your schedule shows you have **contents** cover this cover is automatically in force.

✓ What is covered

If you or your domestic partner living with you suffers accidental injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:

- a** accident, assault or fire in the **home**
- b** an accident whilst travelling as a passenger on a public service vehicle
- c** assault in the street

during the **period of insurance** which proves fatal within 12 months of its occurrence we will pay £5,000 to the deceased's legal personal representative(s).

Home assistance

Your policy schedule will show if this section is in force.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance group.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this 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.

AXA Assistance (UK) Limited provides the services described in this certificate during the **period of insurance** for which you have paid the premium.

Definitions applicable to this section only

These meanings apply within the Home assistance section of your policy.

If a word or phrase has a defined meaning, it will be **highlighted in bold blue print** and will have the same meaning wherever it is used in the policy.

The terms **IPA we, us, our, you** and **your** also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

Authorised contractor

A tradesperson authorised in advance to carry out repairs under this **policy**.

Beyond economical repair

The point at which we deem the cost to repair your boiler exceeds its value.

Covered events

Emergency to essential services within the **property** listed in the section below 'What is covered' on page 48.

Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

- 1 exposes you or a third party to a risk to yours or their health or;
- 2 creates a risk of loss or damage to the **property** and/or any of your belongings or;
- 3 renders the **property** uninhabitable.

Emergency repairs

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

Local territory

United Kingdom (Great Britain, Northern Ireland, Isle of Man and the Channel Islands).

Period of Insurance

One year from the start or renewal date shown on your policy schedule.

Home assistance *continued*

Permanent repair

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

Property

Your principle permanent place of residence in the **local territory**, which comprises a private dwelling used for domestic purposes, excluding garage, garden and outbuildings.

Temporary repair

A repair undertaken by an authorised contractor which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

We/us/our

AXA Assistance UK Ltd or Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR.

You/your

The policyholder and/or any member of the policyholder's immediate **family** normally living at the **property**.

General conditions

- 1 We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy up to the policy limit shown in the section entitled 'Home emergency'.
- 2 No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an **authorised contractor** in advance to make a **temporary** or **permanent repair**.
- 3 Claims may not be made under this **policy** for the first 14 days unless you are renewing an existing **policy**.
- 4 You must quote your **policy** number when calling for help. You must produce the relevant identification including boiler service receipts on the demand of the contractor or our other nominated agent.
- 5 If any loss, damage or expense covered under this insurance **policy** is also covered by any other insurance or maintenance contract, we will not pay more than our fair share of any claim.
- 6 This insurance does not cover normal day to day maintenance at your **property** that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
- 7 You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.
- 8 During any 12 month period we will not be responsible for more than three claims.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair. We will keep you informed throughout your claim.

There also may be occasions where parts are no longer available. In these situations we will ensure your **property** is safe and if required, we will arrange for a manufacturer to provide you with a quotation for a suitable replacement item at your cost.

Domestic emergency

If you suffer a **covered event** at your **property** you should tell us on the emergency telephone number listed on page 2. We will then:

- 1 Advise you about how to protect yourself and the **property** immediately.
- 2 Organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at a similar expense an **emergency permanent repair**.

If the **temporary repair** will cost more than £1,000 including VAT to complete we will advise you how much, in total, the repair will cost. We will proceed with the repair only if you agree to pay for the amount over £1,000.

- 3 In the event of the **property** becoming uninhabitable and remaining so overnight because of the **covered event**, we will, subject to prior agreement with ourselves, pay up to £250 including VAT in total for:
 - a your overnight accommodation and/or
 - b transport to such accommodation.

✓ What is covered

The **covered events** are the ones listed below:

- 1 Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
- 2 Blockages in toilet waste pipes.
- 3 Electricity complete failure within the **property**.
- 4 Central heating or boiler failure.
- 5 Animals or insects that are destructive in their natural behavior or considered pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only.
- 6 Broken or damaged windows, doors and locks presenting a security risk to the **property**.

There are conditions and exclusions, which limit your cover. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.

Home assistance *continued*

The home emergency policy is not a maintenance contract.

X What is not covered

The following are excluded from the insurance:

- 1 Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.
- 2 External overflows, external guttering.
- 3 Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- 4 External water supply pipes after the internal stop tap.
- 5 Septic tanks, swimming pool installations.
- 6 Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to your claim, you will be asked to produce the evidence at the time of the claim.
- 7 Boilers over 15 years old.
- 8 Boilers that are **beyond economical repair**.
- 9 LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented hot water systems or boilers with an output over 60 Kw/hr.
- 10 Shared water/drainage facilities.
- 11 Material/labour charges covered by manufacturer/supplier/installers.
- 12 Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**.
- 13 Loss, damage to windows, doors or locks for outbuildings garages and sheds.
- 14 Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- 15 Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- 16 Any breakdown to the flushing mechanism of toilets.
- 17 Damage to boundary walls, hedges, fences or gates.
- 18 Pests outside the main dwelling e.g. in garages and other outbuildings.
- 19 Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- 20 Any system, equipment or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault.
- 21 Any circumstances in which making **emergency** repairs would contravene health and safety regulations and legislation or where a specialist contractor is required.

Home assistance *continued*

We will not be liable for any of the following:

- a** Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- b** Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
- c** The cost of replacement parts due to natural wear and tear.
- d** Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- e** Any loss or damage to your **property** as a result of the **emergency**.
- f** Any loss due to faulty installation of your plumbing, heating, electrical system within the **property**.
- g** Any faulty installation of a kitchen appliance.
- h** Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- i** Any cost relating to the attempted repair by you or your own contractor.
- j** Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

- k** Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
- l** Any loss arising from subsidence 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.
- m** Any loss or damage arising as a result of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

How to make a Home assistance claim

To obtain **emergency** assistance contact the 24 hour Emergency Helpline on: **0330 024 6849**.

You should have the following information available upon request:

- your name and home postcode
- your **policy** number
- an indication as to the nature of the problem.

Data protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a** use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- b** disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- c** monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d** obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e** sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide us with details of other individuals, **you** agree

Home assistance *continued*

to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK
Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: www.axa-assistance.co.uk
Alternatively, a hard copy is available from **us** on request.

Sanctions Clause

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such an event.

Further information can be obtained from either AXA Assistance (UK) Limited or from the Financial Services Compensation Scheme: 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or www.fscs.org.uk

Family legal protection

Your schedule will show if this section is in force.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited on whose behalf we act.

If you make a valid claim under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal advisers' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, you want to use an adviser of your own choice, **advisers' costs** payable by us are limited to no more than (a) our **standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **advisers' costs** up to the **limit of indemnity** where:

- 1 The **insured incident** takes place in the **insured period** and within the **territorial limits**, and
- 2 The **legal action** takes place in the **territorial limits**.

Definitions applying to this section only

These meanings apply within the Family legal protection section of your **policy**.

If a word or phrase has a defined meaning, it will be **highlighted in bold blue print** and will have the same meaning wherever it is used in the **policy**.

The terms **we**, **us**, **our**, **you**, and **your** also have a defined meaning listed here, but are not highlighted in bold throughout this section.

Adviser

Our specialist panel solicitors or their agents appointed by us to act for you, or, and subject to our agreement, where court proceedings have been started or a **conflict of interest** arises, another legal adviser nominated by you.

Advisers' costs

Legal or accountancy fees and disbursements incurred by the **adviser**. Third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Conditional fee agreement

A valid agreement made between you and your **adviser** with our written permission where the **advisers' costs** and payments or any part of them are paid by you only if your claim succeeds.

Conflict of interest

There is a conflict of interest if your **advisers' duty** to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your **adviser** owes, or obligation it has, to any other party.

Data Protection Legislation

The relevant data protection legislation in force in the United Kingdom at the time of the **insured incident**.

Family legal protection continued

Excess

The first £50 of **advisers' costs** except in relation to Cover 8 – Tax where the amount is £150.

Home

The private residence shown in your schedule.

H M Revenue and Customs Full Enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.

Insurance providers

AmTrust Europe Limited.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. For the purposes of the **limit of indemnity**, only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **H M Revenue and customs full enquiry**, the **insured incident** shall be deemed to be the date H M Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.

Insured period

One year from the inception or renewal date shown on your insurance schedule.

Legal action(s)

- The pursuit or defence of civil legal cases for damages or injunctions or
- The defence of motor prosecutions.

Limit of indemnity

The maximum payable in respect of an **insured incident** as stated below:

£50,000

Standard advisers' costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of our choice.

Territorial limits

The European Union.

Vehicle

Any motor vehicle or motorcycle owned by you.

We/us/our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **insurance providers**.

You/your

Any person named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the **home** other than rent paying guests but including your children attending university or college whose main residence is the **home**. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.

Cover 1 – Consumer pursuit

✓ What is covered

Advisers' costs to pursue **legal action** following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main **home**. The contract must have been made after you first purchased this insurance.

X What is not covered

Claims

- 1 where the amount in dispute is less than £125 plus VAT
- 2 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 2 – Personal injury

✓ What is covered

Advisers' costs to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

X What is not covered

Claims

- 1 arising from medical or clinical treatment, advice, assistance or care
- 2 for stress, psychological or emotional injury unless it arises from you suffering physical injury
- 3 for illness, personal injury or death which is caused gradually or is not caused by a specific event

- 4 involving a **vehicle** owned or driven by you.

Cover 3 – Employment disputes

✓ What is covered

Advisers' costs to pursue **legal action** brought within an employment tribunal or civil court arising from an infringement of your rights relating to your contract of employment.

X What is not covered

Claims

- 1 where the breach of contract occurred within the first 90 days after you first purchased this insurance
- 2 for **advisers' costs** of any disciplinary investigatory or grievance procedure connected with your contract of employment or the costs associated with any settlement agreement
- 3 where the breach of contract is alleged to have commenced or to have continued after termination of your employment
- 4 for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- 5 for **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that you are ordered or agree to pay.

Cover 4 – Property infringement

✓ What is covered

Advisers' costs to pursue actions for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main **home**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

X What is not covered

Claims

- 1 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 5 – Property damage

✓ What is covered

Advisers' costs to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to your main **home**. The damage must have been caused after you first purchased this insurance.

X What is not covered

Claims

- 1 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 6 – Motor prosecution defence

✓ What is covered

Advisers' costs to defend motoring prosecutions in respect of an offence arising from your use of a motor **vehicle**.

X What is not covered

Claims

- 1 for alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.

Cover 7 – Consumer defence

✓ What is covered

Advisers' costs to defend **legal action** brought against you following a breach of a contract you have for selling goods for the private and personal use of another person. This includes the sale of your main **home**. The contract must have been made after you first purchased this insurance.

X What is not covered

Claims

- where the amount in dispute is less than £125 plus VAT
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 8 – Tax

✓ What is covered

Accountancy fees if you are subject to an **H M Revenue and customs full enquiry** into your personal Income Tax position.

This cover applies only if you have:

- 1 maintained proper, complete, truthful and up to date records.
- 2 made all returns at the due time without having to pay any penalty.
- 3 provided all information that the H M Revenue and Customs reasonably requires.

X What is not covered

Claims

- 1 where deliberate misstatements or omissions have been made to the authorities
- 2 where the Special Compliance Officer is investigating your affairs
- 3 for accountancy fees which relate to your business trade or profession
- 4 in respect of income or gains which have been under-declared because of false representations or statements by you
- 5 for **advisers' costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs
- 6 for **advisers' costs** arising after you have received a notice telling you that the enquiry has been completed
- 7 for enquiries into aspects of your Tax Return (Aspect Enquiries).

Cover 9 – Data Protection

✓ What is covered

Advisers' costs to pursue **legal action** against a person or organisation for breach of **data protection legislation** which has resulted in you suffering a financial loss.

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Legal helpline.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete a claim form online by visiting www.arclegal.co.uk/informationcentre

Alternatively they will send a claim form to you. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in any doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal helpline.

Legal helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household. Simply telephone 0330 024 6861 and quote 'AXA ABC – Family legal protection'. For our joint protection telephone calls may be recorded and/or monitored.

Additional legal services

In this package our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- 1 Legal expenses arising from the sale or purchase of the **home** and re-mortgaging.
- 2 Divorce and child custody issues.
- 3 Wills and probate.

To help you deal with these and other matters which may arise, we are able to give you access to discounted legal service provided by us in partnership with our panel solicitors. Our panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to you.

Our panel solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

General exclusions applying to this section only

- 1 There is no cover where:
 - a you should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
 - b a reasonable estimate of your **Advisers' costs** of acting for you is more than the amount in dispute
 - c you fail to give full information or facts to us or to the **adviser** on a matter material to your claim
 - d something you do or fail to do prejudices your position or the position of the **insurance providers** in connection with the **legal action**
 - e **advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval
 - f the claim is more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim.

Family legal protection *continued*

- 2** There is no cover for:
- a** the **excess**
 - b** damages, interest, fines or costs awarded against you in a criminal court
 - c** claims made by or against your insurance adviser, the **insurance providers**, the **adviser** or us
 - d** any claim you make which is false or fraudulent
 - e** defending **legal actions** arising from anything you did deliberately or recklessly
 - f** any costs which you incur and wish to recover which you cannot substantiate with documentary evidence
 - g** **advisers' costs** if your claim is part of a class action or will be affected by or will affect the outcome of other claims
 - h** **advisers' costs** where you have entered into a **conditional fee agreement** or any other form of alternative funding without obtaining our permission in writing first.
- 3** There is no cover for any claim directly or indirectly arising from:
- a** patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy, or confidentiality agreements and passing off
 - b** planning law
 - c** constructing buildings or altering their structure
 - d** libel, slander or verbal injury
 - e** a lease or licence to use property or land
 - f** any matter connected with your business profession or trade unless the claim falls within Cover 2 Personal injury, Cover 3 Employment and Cover 6 Motor Prosecution Defence
 - g** a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
 - h** an application for a judicial review
 - i** defending or pursuing new areas of law or test cases
 - j** professional negligence in relation to services provided in connection with a matter not covered under this insurance
 - k** **subsidence**, land **heave**, **landslip**, mining or quarrying
 - l** a tax or levy relating to your owning or living in your **home**
 - m** a manufacturer's warranty or guarantee
 - n** a dispute with a provider of financial services or products other than under Cover 3 Employment Disputes
 - o** a dispute between persons insured under this **policy**.

4 Contracts (Rights of Third Parties) Act 1999.

A person who is not a party to this contact has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions applying to this section only

1 Claims

- a You must notify claims as soon as reasonably possible and within 180 days of you becoming aware of the incident. We may investigate the claim and take over and conduct the **legal action** in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the **legal action**.
- b You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**.

The **adviser** must represent you in accordance with our standard conditions of appointment available on request.

- c The **adviser** will:
 - i provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained
 - ii keep us fully advised of all developments and provide such information as we may require
 - iii keep us advised of **advisers' costs** incurred
 - iv advise us of any offers to settle any payments into court. If against our advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless we agree in our absolute discretion to allow the case to proceed
 - v submit bills for assessment or certification by the appropriate body if requested by us
 - vi attempt recovery of costs from third parties.
- d In the event of a dispute arising as to **advisers' costs** we may require you to change **adviser**.
- e **Insurance providers** shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success.

f You shall supply all information requested by the **adviser** and us.

g You are responsible for any **advisers' costs** if you withdraw from the **legal action** without our prior consent. Any costs already paid under this insurance will be reimbursed by you.

2 Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service, any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3 Prospects of success

At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

- a** Being able to recover the amount of money at stake.
- b** Being able to enforce a judgement.
- c** Being able to achieve an outcome which best serves your interests.

4 Language

The language for contractual terms and communication will be English.

Customer service information

Data Protection Notice

Your details and details of your insurance cover and claims will be held by us and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **data protection legislation**.

Sanctions clause

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or the **insurance providers** cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked 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.

Family legal protection insurance is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your **policy**, please contact the department dealing with your claim.

If your complaint relates to your **policy**, please contact your insurance agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance, Civic Drive,
Ipswich IP1 2AN

Phone: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

If your complaint is about Home assistance you can write to the Customer Relations Manager who will arrange an investigation on behalf of the general manager, at: Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR.

Phone: 01737 815 913

Email: homemergencyclaims@axa-assistance.co.uk

If your complaint is about Family legal protection then please write to:

The Managing Director
Arc Legal Assistance Limited
PO Box 8921, Colchester CO4 5YD

Phone: 01206 615 000

Email: customerservice@arclegal.co.uk

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your **policy** and/or claim number, and the type of **policy** you hold.
- The name of your insurance agent (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action.

Making a complaint *continued*

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.

Phone: 0300 123 9123 or
0800 023 4567

Fax: 020 7964 1001

Email: [complaint.info@
financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: www.financial-ombudsman.org.uk

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

*Telephone calls may be recorded
and monitored.*

Customer service information

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy.

If you do not have access to the internet please contact us and we will send you a printed copy.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website www.FSCS.org.uk or by contacting them on 0800 678 1100.

Online Dispute Resolution (ODR)

The European Commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

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in other formats.**

If you would like a Braille, large
print or audio version, please
contact your Insurance Agent.

www.axa.co.uk

WPL450P-N (12/19) (260572)

