We are introducing changes to the AXA Advanced policy from your renewal date, which have been summarised below:

## 1 New phone numbers if you need to make a complaint:

Retail Home Claims complaints: 0330 024 6841

Retail Sales & Service complaints: 0330 024 5518

## 2 New important information sections added:

We have added in the following important information sections to help explain our cover.

**Gradual damage, Deterioration and Wear and tear.** Helps explain that a home insurance policy is not intended to cover damage caused through normal use.

**Fires - Electric bikes and E-scooters.** Explains some of the fire risks associated with the use of lithium-ion batteries commonly used for Electric bikes and E-Scooters. Tips on how to charge and store them.

## 3 Non-payment of premium

Under the General conditions, the Non-payment of premium section has been changed to read:

We reserve the right to cancel this **policy** on 14 days written notice in the event of non-payment of the premium or default if you are paying by instalments. Our right to cancel the **policy** applies whether you are paying the instalments directly to us or you are paying them to your broker or finance provider under a loan you have with your broker or finance provider.

Where you are paying by instalments to your broker or finance provider, our right to cancel the **policy** on 14 days' written notice applies from the point at which you have defaulted on your instalment payments with your broker or finance provider.

If we are collecting the instalment payments and we are unable to collect a payment that is due, we will contact you and use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the **policy**.

# 4 New definitions (words with a certain meaning)

Under the defined terms section of your policy, we now explain what we mean by 'Accidental damage.'

#### Accidental damage

Sudden, unexpected damage caused by an external force, and not caused deliberately.

(Buildings and Contents sections of your policy)

# 5 Cause 1 Loss and accidental damage

We have added a new exclusion:

## What is not covered

Loss or damage:

caused by water coming into your home, other than by storm, flood or escape of water from a fixed water, drainage, or heating installation, or a washing machine, dishwasher, waterbed, fridge, or freezer, (where cover may apply under these perils).

# 6 Cover 21 - Personal liability and Cover 12 - Property owner's liability

We've made it clearer that we'll only cover your legal liability for property that you/your family don't own and is not in yours/your family's care, custody, or control when it's damaged.

## What is covered

damage to property not belonging to and not in the custody or control of you/your family or domestic staff.

## 7 Cover 10 (Contents) and Cover 9 (Buildings) Garden plants

We have added a new exclusion:

#### What is not covered

Loss or damage caused by storm or flood.

(Contents section of your policy)

## 8 Cover 21 - Personal liability

We now refer you to the Dangerous Dogs Act. (The Dangerous Dogs act has recently been updated to include XL Bullies).

#### What is not covered

• owning, possessing, or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws.

## 9 Cause 1 Loss and accidental damage

We have amended exclusion (f) to:

### What is not covered

Loss or damage:

- to computers, computer equipment, electronic components, or smart devices (e.g., tablets and smart phones) by:
  - a) accidental loss or mislaying or misfiling of documents or records;
  - b) hacking, viruses, malware, or any other code(s);
  - c) contamination.

(Buildings section of your policy)

## 10 Cover 11 - Help to reduce flooding

We've added a new cover to try and help protect your home from further flood damage after you've suffered a flood.

#### What is covered

If we accept your claim for damage caused by a **flood**, we will also pay up to £10,000, to try and stop or reduce further **flood** damage happening. This amount includes any fees.

We will protect your **home** where we can. This may include using 100% waterproof floor finishes, and paints and plaster which are water-resistant. These should dry out without cracking so they can be easily re-painted. We may also place electrical sockets and/or wires higher up the walls of your property.

We will only do this where the costs to repair your **buildings** (not including **outbuildings**) are more than £10,000. We or our loss adjusters/suppliers must approve the work before it goes ahead.

## 11 Abusive or aggressive behaviour

We've added a new section about aggressive or abusive behaviour towards our staff.

## If you are abusive or aggressive towards us

If you or anyone acting for you uses threatening, aggressive, or abusive behaviour or language towards our staff or suppliers, this could affect your insurance **policy**. This includes in communications such as text, email, online chats, or social media.

#### We won't accept:

- Threats of physical violence.
- Behaviour or language that may cause someone to feel threatened or distressed.
- Abusive comments or remarks which are sexual, racial, or about religious beliefs or culture.
- Bullying or swearing.

#### What we may do:

- End the current call or conversation with you (we won't do this without warning you first).
- Block any further phone calls, emails, or social media contact, or if made we may not answer these.
- Limit future contact with you to one method of contact e.g., by letter only.
- Limit our contact with you to one member of staff only.
- Not offer you a renewal **policy** for your **home**.
- Cancel your **home** insurance **policy** giving you 7-days' notice.

## 12 General conditions – Maximum limits

We've changed the way we manage claims. Settlement of claims will be paid in accordance with the Consumer Insurance Disclosure and Representations Act (CIDRA) meaning a fairer settlement for you. This means if we find your sums insured are not enough to cover your **contents**, we will settle the claim based on the proportion of the premium you paid, compared to what you would have paid, had you insured your **contents** at the correct amount.

For example, you chose a **contents** sum insured of £50,000 and paid a premium of £200.

The correct **contents** sum insured should be £60,000, and you should have paid a premium of £250. As you only paid 80% of the true premium, we will only pay 80% of the claim.

## 13 Claims conditions - What we are entitled to do

We've made it clearer about our entitlement to communicate with you regarding your claim when you have appointed a professional representative to act on your behalf. The wording now reads:

We are entitled to communicate with you about your claim. This includes situations where you have decided to use a professional customer representative, such as a loss assessor or claims management company, to act on your behalf.

We will only do this if there is a situation where it is necessary (for example where we are struggling to get instructions from your representative or where we think there may be a **conflict of interest**).

## 14 Family legal protection

Your schedule will show if you have bought this cover.

We're letting you know the underwriter has changed their name and registered address. This means Family Legal expenses cover starting from and after 1st February 2025, will be provided by the following:

AmTrust Specialty Limited,

Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

Under the Customer service information section, the Data Protection notice is clearer in explaining how personal information might be used, shared, and stored and that it might also be kept for up to 10 years.

For more information visit AmTrust's website at <a href="https://amtrustinternational.com/dpn">https://amtrustinternational.com/dpn</a> or Arc's website at <a href="https://www.arclegal.co.uk">https://www.arclegal.co.uk</a>

These changes don't affect your terms and conditions of cover.

There have been several changes to the legal section of your policy. We've listed the key changes below but suggest you read the Family legal expenses section in full.

Your Family Legal Protection covers **advisers' costs** and **adverse costs** set out under the separate sub-sections of cover, less any **excess** up to the **maximum amount payable** where:

- a) The **insured event** happens during the **period of insurance** and within the **territorial limits** and
- b) The legal action takes place within the territorial limits.

This section of your insurance does not provide cover where something you do, or fail to do, has a negative impact on your position or the position of the **insurer** in connection with the **legal action**.

#### **IMPORTANT CONDITIONS**

If your claim is covered under this section of your insurance and no exclusions apply, then it is vital that you comply with the conditions of this section of your insurance in order for your claim to proceed. The conditions that apply to this section of your insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this section of your insurance are;

#### i Prospects of success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in your best interests. The assessment of your claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** finds that there is not a 51% or higher chance of success, then we might decline or stop giving support for your case.

### ii Proportional costs

An estimate of the advisers' costs to deal with your claim must not be more than the amount of money in dispute. The estimate of the advisers' costs will be provided with the assessment of your case and will be carried out by the independent adviser. If the estimate is more than the amount in dispute, then we might decline or discontinue support for your case.

### iii Giving the Insurer all the important information

When the **insurer** accepts your application for this insurance, it relies on the information you give. You must take reasonable care to give full answers to the questions asked when you take out, or make changes to, your **policy**. If the information provided by you is not complete and accurate your cover might be affected and:

- the insurer might cancel your policy and refuse to pay any claim or
- the insurer might not pay any claim in full.
- We will write to you if the insurer:
- intends to cancel your policy; or
- needs to amend the terms of your **policy**; or needs you to pay more for your insurance.

If you become aware that information you have given is incomplete or inaccurate, you must tell us.

### iv Freedom of choice

You can choose your own **adviser** to act for you when it is likely that court proceedings might need to be started. If you do this, we will only pay **advisers' costs** up to the **maximum amount payable** (which we have the right to change from time to time.

#### New meanings have been added for the following words:

#### **Adverse costs**

These are third party costs which you must pay. A court will have agreed these costs are reasonable and fair in relation to a dispute.

#### Contract of employment

A contract of service, whether express or implied, and (if it is express) whether spoken or in writing

#### Legal helpline

The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which might give rise to a claim under this insurance.

#### Maximum amount payable

The maximum amount payable in respect of an **insured event** which is £100,000.

#### Period of insurance

This section of your insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

#### Changes to meanings of words

The words below have had their meanings changed to as follows:

#### **Adviser**

A suitably qualified person we appoint to act for you. This could be a lawyer or law firm, an accountant or other professional adviser. We may agree to an adviser that you choose if:

- court proceedings need to start, or
- there is a conflict of interest with the adviser we chose.

#### Advisers' costs

Adviser's fees and expenses which we have agreed to pay. We will currently pay up to £100 an hour plus VAT up to the maximum amount payable in respect of an insured event.

#### **Conflict of interest**

Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

#### **Excess**

The amount that you must pay towards the cost of any claim as stated below: -

#### Cover 8 -Tax: £150

### All other sections £50

The excess will be paid to, and at the request of, the adviser.

## **HM Revenue & Customs Full Enquiry**

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.

## **Territorial limits**

The United Kingdom, Channel Islands, Isle of Man and the European Union.

'Insurance period' definition has been removed.

## 15 Home assistance cover

This cover is optional on your policy and will show on your schedule if you have bought it.

You must check you don't already have emergency cover with another provider. We're also reminding you that this cover offers a temporary repair to fix the emergency up to the limits shown on your schedule.

If you're a tenant, you should always check with your landlord before using this cover.

### Under 'Parts availability' section it now includes:

In some circumstances, we may find it difficult to deploy an **authorised contractor** to attend your **property** or deal with your **emergency** within a reasonable timescale. For example, this may be due to:

- excessive demand;
- bad weather;
- industrial action;
- parts availability; or
- little or no availability of a specialist.

If this is the case, we will assist on a reimbursement basis: we will agree that you may arrange your own assistance locally, after which we will refund the cost you incurred, up to £1,000 including VAT. This will be in full and final settlement of your claim under this **policy**.

Should we need to do this, please make sure you obtain and keep fully itemised invoices or receipts from your own contractors, evidencing payment, to support your claim for reimbursement.

### Under 'Domestic emergency' point 3 now reads:

c) You will need to arrange your own accommodation and we will reimburse you the costs. You will need to provide an invoice or receipt before we can reimburse the costs.

You can now log Home assistance claims online at <a href="https://www.axa.homemanager.link/">https://www.axa.homemanager.link/</a>

lowing OR code:

Or scan the following QR code:





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