



Important changes to AXA Buy to Let

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

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

Retail Home Claims complaints: 0330 024 6841

Retail Sales & Service complaints: 0330 024 5518

Postal address:

AXA Insurance

PO Box 2796

Bolton BL6 9LZ

2 New important information sections added:

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

Accidental damage. Helps explain the types of incidents covered under Accidental damage and tells you why you might need to buy additional accidental damage 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.

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 Landlord's contents sections of your policy)

5 Cover 25 (Buildings) & Cover 17 (Landlord's Contents) Accidental damage

We have added a new exclusion:

What is not covered

Loss or damage:

- caused by water coming into your **private residence**, 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 16 - Public liability and Cover 21 - Property owner's liability

We've made it clearer that we'll only cover your legal liability for property that you and your employees don't own and is not in the custody or control of you or your employee (except for employees' personal effects)

What is covered

- accidental loss of or damage to property not belonging to and not in the custody or control of you or your **employee** (except for **employees'** personal effects)

(Landlord's Contents section of your policy)

7 Cover 16 – Public 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.

8 Cause 8 - Theft

We have added a new exclusion:

What is not covered

Loss or damage to **Landlords contents** from **outbuildings** where the structure is not fully enclosed, by this we mean it must not have any permanently accessible openings. **Landlords contents** left in **outbuildings** with permanently accessible openings will be deemed as being left in the open. (Please refer to the Contents in the garden section of the **policy** wording.)

9 Cover 18 – Contents in the garden

We have added a new exclusion.

What is not covered:

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

10 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.

11 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 **buildings** and/or **landlord's 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 **buildings** and/or **landlord's contents** at the correct amount.

For example, you chose a **buildings** sum insured of £600,000 and paid a premium of £600.

The correct **buildings** sum insured should be £700,000 and you should have paid a premium of £800.

As you only paid 75% of the true premium, we will only pay 75% of the claim.

12 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've 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).

13 Legal expenses

Your schedule will show if you have bought this cover.

We're letting you know that 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.

This change doesn't affect your terms and conditions of cover.

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 <https://amtrustinternational.com/dpn> or Arc's website at <http://www.arclegal.co.uk>

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

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

Legal helpline

We have added a new section confirming telephone calls may be recorded and/or monitored for both yours and our protection.

Landlords legal document service

We have added new exclusions:

What is not covered

5 Sanction limitation and exclusion clause

The insurer will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under this section of your insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it 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.

6 Cyber attack exclusion

The insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for costs is specifically allowed for in the Sections of Cover above.

General conditions

We have amended the following general condition.

1 Dealing with your claim

f We shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there is a 51% or higher prospect of success.

Changes to meanings of words

The words below have had their meanings changed as follows:

Advisers' costs

Legal fees and disbursements paid by the **adviser**.



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