

Home Insurance

# Your policy booklet

## **AXA First**



June 2021



# Important telephone numbers

## **Contents, Personal possessions and Buildings claims**      **0330 024 6842**

For immediate help and to make a claim, call our claims team. Please be ready to give us your policy number and details of the loss.

## **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 First – 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 Agent.

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** booklet, the schedule and any **endorsements** shown in your schedule.

## Important information

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 Agent.

Please also take some time to read our complaints procedure in the Making a complaint section on page 55.

## 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 First 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 booklet in full along with the 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 for escape of water 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.

## **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 in to 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.

# Meanings of defined terms

## Meanings that apply throughout your policy

These meanings apply to the whole of your **policy** except for the Home assistance and Family legal protection sections where different definitions apply.

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 the **policy**.

The following definitions are listed alphabetically:

### 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 covers all supplying your **home**
- **outbuildings**.

### Contents

Household goods (including tenants fixtures, fittings and interior decorations) frozen foods, **personal effects**, office equipment, **valuables** and **money** are included provided that they belong to you or your **family** or you or your **family** are legally responsible for them and they are mainly used for private purposes.

The following items are not included in this definition:

- **Vehicles or craft**
- Any living creature.
- Documents.
- Lottery tickets and raffle tickets.
- Any part of the structure of the **buildings**, other than fixtures and fittings, for which you are responsible as the tenant.

### Domestic staff

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

### Endorsement(s)

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

### Excess

The amount you must pay as the first part of each and every claim made.

## Meanings of defined terms *continued*

### Family

Your spouse, domestic partner or civil partner, children, **domestic staff** and any other person all permanently living with you and not paying for their accommodation.

### 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 your schedule including its garages and **outbuildings** if they form part of the property.

### Landslip

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

### Money

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

This does not include credit card, cheque card or cash dispenser card liability.

### Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings (but not caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non-rigid material)

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

### Personal effects

Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TV's, hand held games consoles, mp3 players, mobile phones and sports equipment.

### Policy

Your policy booklet and most recent schedule, including 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

## Meanings of defined terms *continued*

### **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.

### **Valuables**

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 and collections of stamps, coins and medals.

### **Vehicles or craft**

- 1** Electrically or mechanically propelled or assisted vehicles including 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 lawn mowers 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 people named in your schedule as the policyholder(s).

# 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.

## 1 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.

## 2 Changes in your circumstances

You must tell your insurance agent or AXA 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 sub-let 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 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.

## 3 Maximum limits

**a** 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.

### **b** 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.

## 4 Taking care of your property

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

You must maintain the **buildings** and **contents** in good repair.

## 5 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.

## 6 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 writing to us at the following address during the cancellation period:

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

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 giving us prior written notice to the above address.

As long as 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 no refund will be payable.

If you are paying by instalments your instalments 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 we make.

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 and 18 for further information.
- You fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment of premiums' for further information.
- 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 rights to cancel the **policy**.

# General exclusions

These exclusions apply throughout your **policy**.

## We will not pay for:

### 1 Riot or civil commotion

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

### 2 Sonic bangs

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

### 3 Reduction in market value

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

### 4 Confiscation

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

### **Exclusions 1–4 above do not apply to:**

- Liability to **domestic staff**.
- *Tenant's liability.*
- *Occupiers and public liability.*
- *Property owners liability.*

### 5 Radioactive contamination

Any loss or damage to any property or damage or additional expense following on from the event for which you are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

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

### 6 War risks

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

### 7 Terrorism

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism.

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 in fear. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

**8 Pollution/contamination**

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

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

**9 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**.

**10 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

We recommend that you check your cover. This **policy** booklet contains details of what is covered and how we settle claims. Your schedule will show what sections are in force.

These conditions apply to the **Contents**, Personal possessions and **Buildings** sections. For Home assistance and Family legal protection separate conditions apply.

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

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

- cancel your **policy**
- change the terms of your **policy**
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

## You should:

- Urgently inform the Police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected.
- Contact us as soon as possible by phone on the appropriate Helpline. Important helpline numbers are shown on page 2 of this booklet.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

## What you must do after making your claim

- If we ask you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you or your **family** responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.
- 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 a third party against you or your **family** or make any agreement with them.
- Abandon any property for us to deal with.
- Dispose of damaged items as we may need to see them.

## 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.

## 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.

# Making a claim

When you think you need to make a claim please call our claims team who will immediately take action to help you. To make the claims process as quick as possible please have your **policy** number to hand.

Please select the most appropriate phone number shown on page 2. This will ensure that you are helped quickly and efficiently.

When you phone we will:

- take details of the loss or damage
- instruct an approved supplier or loss adjuster to contact you if necessary
- where necessary arrange for someone to contact you by phone as soon as possible to discuss your claim.

## What you should do in an emergency

- Take any necessary steps to prevent further damage to the property such as switching off the gas, electricity and water supply.
- Phone our 365 days a year 24 hour domestic helpline. By phoning this helpline you will be given the choice of using a vetted tradesperson who could be appointed to undertake any emergency repairs or you use your own contractor. You will have to pay for any call out charges, parts and cost of labour.
- Call our claims team who can discuss the claim with you and give you some practical advice. Please look at the phone numbers on page 2 and choose the most appropriate.
- You must not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage.

## Our promise

- You will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps.
- We will call you back when promised.
- We will provide you with regular updates on your claim.

# How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot repair or replace 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.

With your agreement we may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement.

Any permanent repairs made by our approved suppliers are guaranteed.

## Contents

We will settle claims for loss or damage to items 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 **contents**.

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 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**.

## Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings 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.

If a floor covering is damaged beyond repair we will only pay to have the damaged floor covering replaced. We will not pay for undamaged floor covering in adjoining rooms.

## 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.

# Contents standard cover

Your schedule will show if you have chosen this section.

## What is the most we will pay?

In total we will pay up to the **contents** sum insured shown in your schedule for any one claim under **contents** causes 1–11, and covers 17, 22 and 23.

We will pay up to the limits shown for **contents** covers 12–16 and 18 to 21 in addition to the **contents** sum insured shown in your schedule.

The following limits apply:

- For any one **valuable** – £2,000.
- For any one claim for **valuables** – £10,000.
- For **money** – £250.

These are the standard limits. If you have increased any of them the new limits will be shown in your schedule.

Your **policy** covers you or your **family's contents** while they are in the **home** by the following causes and covers:

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

### ✓ What is covered

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

### X What is not covered

- 1 The amount of the **excess** shown in your 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 your schedule.
- 2 Loss or damage caused by frost.

## Cause 3 – Theft

### ✓ What is covered

Loss or damage caused by theft or attempted theft.

The maximum amount payable for theft or attempted theft from **outbuildings** is £500.

*Please check your schedule for any security requirements that may apply.*

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.
- 3 Loss or damage if 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.
- 5 Loss or damage from your **home** if any part of it is occupied by anyone other than you or your **family**, unless there has been forcible and violent entry to or exit from your **home**.

## Cause 4 – Escape of water

### ✓ What is covered

Loss or damage caused by water leaking from:

- 1 a fixed water installation
- 2 a drainage installation
- 3 a heating installation
- 4 a washing machine, dishwasher, water bed, fridge or freezer.

*Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.*

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.
- 3 Loss or damage caused by failure or lack of sealant and/or grout.
- 4 Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen contents plus accidental damage cover.

## Cause 5 – Escape of oil

### ✓ What is covered

Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vapourisation due to a defective oil-fired heating installation.

*Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.*

### X What is not covered

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

## Cause 6 – Malicious people

### ✓ What is covered

Loss or damage caused by malicious people.

*Please check your schedule for any security requirements that may apply.*

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.
- 3 Malicious damage caused by you or your **family** or any person you or your **family** have allowed into your **home**.

## 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 your schedule.

## Cause 8 – Subsidence, ground heave or landslip

### What is covered

Loss or damage caused by:

- 1 **subsidence** or ground **heave** of the site on which the **buildings** stand
- 2 **landslip**.

### X What is not covered

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

## Cause 9 – Collision

### ✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

### X What is not covered

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

## Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

### ✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts,

telegraph poles, electricity pylons or overhead cables.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Mechanical or electrical breakdown or failure.
- 3 Damage caused by or in the process of cleaning, maintenance, repair or dismantling.
- 4 Damage to equipment not in or attached to the **buildings**.
- 5 Loss or damage to the items themselves.

*Damage for items in or on the **home** may be covered if you have selected Contents plus accidental damage cover – see Contents plus accidental damage cover 22.*

## Cause 11 – Falling trees

### ✓ 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 your schedule.
- 2 Loss or damage caused by tree felling, lopping or topping.
- 3 The cost of removing fallen trees or branches unless the **buildings** or **contents** have also been damaged.

## Cover 12 – Keys and locks

### ✓ What is covered

We will pay up to £250 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

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

after the keys are stolen.

*Emergency key replacement is provided under the Home assistance section (if chosen).*

### X What is not covered

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

*If you have chosen both **contents** and **buildings** insurance then we will only pay under one section for any claim.*

## Cover 13 – Credit card liability

### ✓ What is covered

Your 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 your **home** and following its unauthorised use by any person not related to or living with you.

We will pay up to £500 for any one claim.

*Do not forget to inform the Police and issuing authorities as soon as possible*

*in the event of a loss or if you suspect fraudulent use of any card.*

### X What is not covered

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

## Cover 14 – Domestic heating oil

### ✓ What is covered

We will pay up to £1,000 for any one claim for accidental loss of domestic heating oil.

### X What is not covered

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

## Cover 15 – Metered water

### ✓ What is covered

We will pay up to £1,000 for any one claim for accidental loss of metered water.

### X What is not covered

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

## Cover 16 – Alternative accommodation

### ✓ What is covered

While your **home** cannot be lived in because of loss or damage covered by this **policy**, we will pay up to £10,000 for any one claim for:

- 1 rent 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 also provide cover up to the **contents** sum insured for loss or damage described in the **contents** sections 1–21 of this **policy** to you and your **family's contents** while temporarily removed from your **home** to the alternative accommodation where you, your **family** and your domestic pets are residing.

### X What is not covered

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

## Cover 17 – Frozen food

### ✓ What is covered

Loss or damage to food in a fridge or freezer which is made inedible by:

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

The fridge or freezer must be:

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

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage resulting from:
  - a the deliberate act of you, your **family** or any electricity supplier
  - b strike, lock-out or industrial dispute
  - c food mainly used for business, trade, profession or employment purposes.

## Cover 18 – Liability to domestic staff

### ✓ What is covered

Subject to the limit below we will pay 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 illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will pay up to £10,000,000 (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

### X What is not covered

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

- 1 carried in or on any **vehicles or craft**
- 2 entering, getting onto or getting off any **vehicles or craft**

where such bodily injury or illness (including death) is caused by or arises out of your or your **family's** use of any **vehicles or craft**.

## Cover 19 – Tenant's liability (applicable if the home is rented)

### ✓ What is covered

We will pay up to £4,000 any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as tenant of the **home** for:

- 1** damage to the **buildings** by causes 1–11 specified under the **buildings** section 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.

### X What is not covered

Loss or damage to gates, hedges and fences.

## Cover 20 – Occupiers and Public liability

### ✓ What is covered

We will pay up to £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance for accidental:

- 1** death, bodily injury or illness of any person
- 2** damage to material property not belonging to or in the custody or control of you, 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**.

### 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** owning, possessing or using **vehicles or craft**

## Contents standard cover *continued*

- 4 owning, possessing or using drones including mechanically propelled aerial toys, models or devices
- 5 owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed
- 6 owning any species of animal not domesticated in the UK
- 7 any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man
- 8 death of or bodily injury or illness to you or your **family**.

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.*

## **Cover 21 – Downloaded Audio/Visual files**

### ✓ **What is covered**

We will pay up to £500 for any one claim for loss or damage to legally downloaded audio/visual files stored on your home entertainment equipment and/or mobile phone as a result of Causes 1 to 11 insured by this section.

### X **What is not covered**

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

# Contents plus accidental damage cover

Your schedule will show if you have chosen this section.

## Cover 22 – Additional accidental damage

### ✓ What is covered

Accidental damage or loss to **contents** while they are in the **home** and to television aerials and satellite dishes whilst attached to the **home**.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Any loss or damage specifically excluded under **contents** causes 1–11 and covers 12–21.
- 3 Accidental damage or loss:
  - 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 any domestic pets
  - e caused by infestation, chewing, scratching, tearing or fouling by insects or **vermin**
  - f to food, drink or plants
  - g specifically covered under **contents** causes 1–11, or **contents** covers 12–21
  - h to computers or computer equipment by:

i accidental loss or mislaying or misfiling of documents or records

ii viruses

iii contamination

i arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming. e.g. costs incurred in preparing the claim or loss of earnings following your bodily injury or illness

j while the **home** is **unoccupied** or **unfurnished**.

## Cover 23 – House removal

### ✓ What is covered

Accidental damage or loss to **contents** while being removed 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 damage or loss:
  - 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 caused by mechanical or electrical breakdown or failure.

# Personal possessions

Your schedule will show if you have chosen this section.

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

## What is the most we will pay?

We will pay up to the sum insured shown in your schedule for any one claim. The sum insured for this section is included within the **contents** sum insured and is not in addition to it.

The limit for any one unspecified pedal cycle is £400 and the limit for any other unspecified article is the unspecified personal possessions sum insured or £2,000 whichever is the lower.

The limit for any one claim for theft or attempted theft from an unattended motor vehicle is £500. These are the standard limits, if you have changed these, the new limits will be shown in your schedule.

The limit for any one claim for **money** is £250.

## Cover 1 – Loss or damage

### ✓ What is covered

Loss or damage to **personal effects, valuables and money** belonging to you and your **family** whilst anywhere in the world.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
  - a arising from the cost of remaking any film, disc or tape or the value of any information held on it
  - b caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - c caused by chewing, scratching, tearing or fouling by your domestic animals
  - d caused by infestation, chewing, scratching, tearing or fouling by insects or **vermin**
  - e 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 all doors, including the boot, are locked
  - f to items not in the care, custody or control of you, or your **family** or an authorised person
  - g caused by theft or attempted theft from an unlocked hotel room
  - h arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming, e.g. costs incurred in preparing the claim or loss of earnings following your bodily injury or illness
  - i by mechanical or electrical breakdown or failure
  - j to **vehicles or craft**

## Personal possessions *continued*

- k** to any property mainly used for the purpose of business, trade, profession or employment
- l** to plants or any living creature
- m** where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable
- n** loss or damage as a result of any failed online purchase or transaction
- o** specifically covered elsewhere in this **policy**
- p** to computers or computer equipment by:
  - i** accidental loss or mislaying or misfiling of documents or records
  - ii** viruses
  - iii** contamination
- q** to lottery tickets and raffle tickets
- r** 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
- s** credit cards.

# Buildings

Your schedule will show if this section has been chosen.

## What is the most we will pay?

We will pay up to the **buildings** sum insured shown in your schedule for any one claim under **buildings** causes 1–11, and covers 15, 18 and 19.

We will also pay you the additional amounts under **buildings** covers 12, 13, 14, 16 and 17 up to the limits shown in addition to the **buildings** sum insured.

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 your schedule.
- 2 Loss or damage:
  - a to gates, hedges and fences
  - b to drives, patios, decking, terraces and paths unless your **home** has been damaged at the same time and by the same cause
  - c by **storm** to radio or television aerials or satellite dishes.

## Cause 2 – Escape of water

### ✓ What is covered

Loss or damage caused by water leaking from or freezing in:

- 1 a fixed water installation
- 2 a fixed drainage installation
- 3 a heating installation
- 4 a washing machine, dishwasher, water bed, fridge or freezer.

*Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.*

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.
- 3 Loss or damage caused by failure or lack of sealant and/or grout
- 4 Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen buildings plus additional cover.

## Cause 3 – Escape of oil

### ✓ What is covered

Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation and damage to soil caused by the leaking oil.

*Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.*

### X What is not covered

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

## **Cause 4 – Subsidence, ground heave or landslip**

### ✓ What is covered

Loss or damage caused by:

**1 subsidence** or ground **heave** of the site on which the **buildings** stand

**2 landslip.**

**Settlement** is not covered by your **policy**.

### X What is not covered

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

**2** Loss or damage:

**a** to boundary and garden walls, gates, hedges and fences, paths and drives, patios, decking, terraces, tennis hard courts and swimming pools unless the **home** has been damaged at the same time by the same cause

**b** due to normal **settlement**, shrinkage or expansion

**c** to or as a result of movement of solid floor slabs and non load bearing walls, unless the foundations beneath the external walls of the **home** are damaged at the same time by the same cause

**d** resulting from construction, structural alteration, repair or demolition

**e** caused by coastal or river bank erosion

**f** arising from the use of defective materials, defective design or faulty workmanship.

## **Cause 5 – Theft**

### ✓ What is covered

Loss or damage caused by theft or attempted theft.

### X What is not covered

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

**2** Loss or damage while your **home** is **unoccupied** or **unfurnished**.

## **Cause 6 – Collision**

### ✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

### X What is not covered

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

**2** Loss or damage caused by your domestic pets.

## **Cause 7 – Falling trees**

### ✓ 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 your schedule.

**2** Loss or damage caused during tree felling, lopping or topping.

**3** The cost of removing fallen trees or branches that have not caused damage to the **buildings**.

## Cause 8 – Aerials, satellite dishes, telegraph poles or electricity pylons

### ✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to the aerial or satellite dish.

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

### ✓ What is covered

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

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Smoke damage caused gradually from repeated exposure.

## Cause 10 – Malicious people

### ✓ What is covered

Loss or damage caused by malicious people.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.
- 3 Malicious damage caused by you or your **family** or any person you or your **family** have allowed into your **home**.

## Cause 11 – 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 your schedule.

## Cover 12 – Debris removal and building fees

### ✓ What is covered

We will pay up to £80,000 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 incurred following a valid claim for damage under **buildings** causes 1–11.

## Buildings continued

### X What is not covered

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

## Cover 13 – Keys and locks

### ✓ What is covered

We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors and windows of the **home**
- 2 a safe within the **home**
- 3 an alarm protecting the **home** after the keys are stolen.

### X What is not covered

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

If you have chosen **buildings** and **contents** insurance then we will only pay under one section for any one claim.

## Cover 14 – Alternative accommodation

### ✓ What is covered

We will pay up to £80,000 for any one claim for the reasonable cost of alternative accommodation for you, your **family** and your domestic pets when your **home** cannot be lived in due to loss or damage under **Buildings** causes 1–11.

### X What is not covered

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

## Cover 15 – Contracting purchaser

### ✓ What is covered

If you have entered into a contract to sell the **home**, the person buying it will have the full protection of your **policy** for 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

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

## Cover 16 – Property owner's liability

### ✓ What is covered

We will pay up to £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance in respect of accidental:

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

## Buildings continued

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

Arising from:

- a** your ownership (but not occupation) of the **buildings** including its land
- b** 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.

In the event of your death we will treat your legal representative as you for liability incurred by you.

### X What is not covered

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

- 1** an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- 2** the use of the **home** for any business, trade, profession or employment
- 3** death, bodily injury or damage caused by lifts, hoists or **vehicles or craft**
- 4** rectifying any fault or alleged fault
- 5** death of or bodily injury or illness to you or your **family**.

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.*

### Cover 17 – Trace and Access

#### ✓ What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **home** caused by:

- 1** escape of water from a fixed water, drainage or heating installation
- 2** escape of oil from a fixed oil fired heating installation
- 3** accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the **home** for which you are responsible.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

## Buildings continued

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.
- 3 The costs of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

## Cover 18 – Pipes and cables

### ✓ What is covered

Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **home** and for which you are responsible.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.

*If it is discovered that the cause is not accidental damage then unless one of the other causes applies there will be no cover.*

# Buildings plus accidental damage cover

Your schedule will show if you have chosen this section.

## Cover 19 – Additional accidental damage

### ✓ What is covered

Accidental damage or loss to the **buildings**.

### X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
  - a specifically excluded under **buildings** causes 1–11 and covers 12–18
  - b by frost
  - c by infestation, chewing, scratching, tearing or fouling by insects or **vermin**
  - d by **settlement** or shrinkage of the **buildings**
  - e by chewing, scratching, tearing or fouling by any domestic pets
  - f by mechanical or electrical breakdown or failure
  - g specifically covered elsewhere in this **policy**
  - h arising from the alteration or extension of the **buildings**
  - i arising from faulty workmanship, defective design or use of defective materials
  - j whilst the **home** is **unoccupied** or **unfurnished**.

# Home assistance

Your schedule will show if this section is in force.

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

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 41.

### 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.

### Permanent repair

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

## Home assistance *continued*

### Property

Your principle permanent place of residence in the local territory, which comprises of 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

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited both of 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. We will then

- 1 Advise you how to protect yourself and the **property** immediately.
- 2 Organise and pay up to £1000 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 £1000 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 £1000.

- 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.

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.

## Home assistance *continued*

- 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/installer's.
- 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 De scaling 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 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.

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.

## Home assistance *continued*

- 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 consequence 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;

## Home assistance *continued*

- 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

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 S.A. UK Branch or AXA Assistance (UK) Limited, 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](http://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 S.A. UK Branch 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](http://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:

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

## Definitions applicable 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 the policy.

### 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 the 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 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 and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://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 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 First – 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.
- 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 land slip 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 and payments in to 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.

## Family legal protection continued

- 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](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100.

## Authorisation

We are authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. You can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA 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. You can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA 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](mailto: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 S.A. UK Branch, The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR.

Phone: 01737 815 913

Email: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@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](mailto: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 Financial Ombudsman Service. This does not affect your right to take legal action.

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

## Making a complaint *continued*

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

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](http://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](http://www.FSCS.org.uk) or by contacting them on 0800 678 1100.

## 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](http://www.fca.org.uk/register).

**This document is available  
in other formats.**

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

**[www.axa.co.uk](http://www.axa.co.uk)**

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