



Home Insurance

AXA HomeSure

Your policy wording

redefining / standards



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Important advice

Our HomeSure 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 make sure that you are fully aware of the extent of your cover, so you should read this policy in full along with your policy schedule. We have also taken this opportunity to bring some helpful information to your attention.

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

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.

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.

Escape of water

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

If you are going away in the winter make sure you tell us as cover ceases after the home has been unoccupied for 60 days.

In addition, many claims occur due to water leaks caused when seals around your bath or shower have worn away.

Pipes often burst because they have worn out; if this happens we will be able to pay for the damage the water caused but not to repair the pipe itself.

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.

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.

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.

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 the 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.

Theft

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

If you are going away do what you can to make your house appear occupied. Ask a neighbour to pick up the mail, cancel 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 garages and sheds is another important step to minimising the risk of 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.

Your policy wording

Welcome to **your** Home**Sure** Insurance policy which is sold, administered and underwritten by AXA Insurance UK plc which 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.

You must make sure that all the information **you** have given **us** as part of **your** application is true and complete to the best of **your** knowledge and belief. Failure to do so could result in **your policy** being cancelled as detailed under the General conditions section or could result in any relevant claims being reduced or refused.

In return for having accepted **your** premium **we** will in the event of injury, loss or damage happening during the **period of insurance** provide insurance as described in the following pages and referred to in **your** schedule.

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 circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Important

We recommend that **you** read this **policy** in conjunction with **your** schedule to ensure that it meets with **your** requirements. Should **you** have any queries please contact **us**.

We would like to draw **your** attention to the Complaints Procedure on page 49.

The law applicable to this policy

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

Your policy is designed to help **you** understand the extent of cover **we** give **you**.

On many pages these headings appear:

What your policy covers

These sections give detailed information on the insurance provided and **we** recommend that **you** read it with 'What **your policy** does not cover' at all times.

What your policy does not cover

These sections will make it clear what is not included in the scope of **your policy**.

Important telephone numbers

Claim notification line

0330 024 8086

In the event of a claim call **us** on this number or report it online through **your** AXA Account.

If **you** need to make a claim, **we** will tell **you** the process to follow. **You** should also read the claims conditions. Please read the conditions and process before calling the Claim notification line.

Legal expenses

0330 024 1278

Your schedule will show if this cover has been selected.

Please refer to **your** schedule which will include details of cover. Please read the Legal expenses section of **your policy** before **you** call. This starts on page 39. Quote 'AXA HomeSure – Legal expenses' when contacting the helpline for the first time on any matter.

Legal helpline

0330 024 1278

Your legal helpline is administered by Arc Legal Assistance Limited and serviced by their panel of solicitors or agents they have authorised. The legal helpline will be able to help **you** on any private legal or tax problem directly affecting **you**. Please quote 'AXA HomeSure'. Advice will not be provided about **your** business, trade or profession. The legal helpline is available 24 hours a day 365 days a year. The tax helpline is available between 9am and 5pm Monday to Friday (other than public holidays). The advice available from the helpline is limited to the law of the United Kingdom, the Channel Islands and the Isle of Man except the tax helpline which is limited to the law of Great Britain and Northern Ireland.

Home assistance

0330 024 1259

Your schedule will show if this cover has been selected.

Please refer to **your** schedule which will include details of cover. Please read the Home assistance section of **your policy** before **you** call. This starts on page 34.

Domestic helpline

01737 815927

If **you** have not taken Home assistance cover **you** can phone the domestic emergency helpline. AXA Assistance (UK) Limited will then put **you** in contact with the nearest suitable tradesperson. As this is a referral service, any agreement entered into will be between **you** and the tradesperson; AXA Assistance (UK) Limited will not accept liability for any work carried out. **You** will be responsible for paying the tradesperson's fees and for agreeing the scope and quality of the work they will carry out to fix the problem, but if the incident is covered by **your policy you** may submit a claim in the usual way.

Definitions

These definitions apply throughout **your policy**.

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

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

Bicycles

Your bicycle, including its tyres and accessories including bicycle helmets, helmet mounted cycling cameras, cycling computers, cycling GPS units, bicycle lights, cycling luggage, bicycle tools and cycling armour and guards.

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, fixed solar heating systems, fixed wind turbines, air and ground source heat pumps, electrical vehicle charging points;
- 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**.

Business equipment

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture.

This does not include any property held as trade stock.

Contents

Household goods (including tenants fixtures, fittings and interior decorations), frozen foods, **personal effects, business equipment, valuables** and **money**, are included provided that they

belong to **you** or **your family** or **you** or **they** are legally responsible for them.

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.

Excess

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

Family / they

Your spouse, domestic partner or civil partner, children, **domestic staff** and/or any other person 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 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 policy** 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 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 or motor homes);

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

Period of insurance

The dates shown in **your** schedule.

Personal effects

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

Policy

The **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.

Your policy is made up of the following components:

- Schedule – identifying which sections of the **policy you** have bought and the limits.
- **Policy** wording.

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 (30cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

* Equivalent to Storm Force 10 on the Beaufort Scale

Subsidence

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

Unfurnished

Has not contained enough furniture and furnishings for normal living purposes for more than 60 consecutive days.

Unoccupied

Not lived in and not occupied overnight by **you** or **your family** for more than 60 consecutive days or occupied by squatters.

Valuables

Jewellery, articles containing gold, silver or other precious metals, watches, 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 bike and children's quad bikes.
2. Aircraft (including drones, gliders and hang gliders), boats, hovercraft and any other type of craft designed to be used in or on water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes
4. Parts, spares and accessories (including keys and key fobs) 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're 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 policy** schedule as the policyholder(s).

General conditions

These conditions apply throughout **your policy**.

Additional conditions apply to the Home assistance and Legal expenses sections.

You and your family must keep to the following conditions to have the full protection of **your policy**. If **you or your family** do not comply with them **we** may cancel the **policy** as detailed under this section, refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

Maximum limits

- a) 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 policy** schedule.
 - If the full rebuilding cost of **your buildings** exceeds this sum the cover under the **policy** will no longer meet **your** needs.
 - If the amount shown on **your policy** 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 policy** 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.
- b) 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 policy** schedule.
 - If the full replacement value of **your contents** exceeds this sum the cover under the policy will no longer meet **your** needs.
 - If the amount shown on **your policy** 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 policy** schedule only represents 70% of the full replacement cost then **we** will not pay more than 70% of **your** claim.
 - The full replacement value of **your contents** means the current cost as new.

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 **your** property in a state of good repair.

If following a claim **we** identify that **you** have not maintained **your** property in a good state of repair and **you** refuse to improve and maintain the state of **your** property to avoid future loss or damage, it could mean **your policy** will be cancelled by **us** providing 21 days written notice to **your** current address or it may result in any relevant claims being reduced or refused.

Changes in your circumstances

You must tell **us** as soon as possible about any of the following changes:

- change of address;
- structural alteration to **your home**;
- if **you or your family** intend to let or sub-let **your home**;
- if **your home** is used for business purposes other than clerical, such as paperwork or computer work;
- if **you or your family** intend to use **your home** for any reason other than private residential purposes, other than the business use outlined above;
- if **your home** will be **unoccupied**;
- if **you or your family** have been declared bankrupt or been subject to bankruptcy proceedings or have received a police caution for or been convicted of or charged with any offence other than driving offences;
- if **your** property is no longer occupied solely by **you or your family**.

If **you** do not notify **us** of any of the above changes this could result in **your policy** being cancelled if **you** are no longer eligible for this **policy** or result in any relevant claims being reduced or refused.

If **you** do notify **us** of any of the above changes and **you** are no longer eligible for this **policy** **we** may cancel **your policy** at any time by giving **you** 21 days' notice in writing to **your** current address.

If **you** are in any doubt please ask **us**.

Automatic renewals

By purchasing this **policy** **you** have provided consent to set up a continuous payment authority. This means **we** are authorised to automatically renew **your policy** and apply for renewal payments from **your** account every year, even if **your** card has expired, until **you** instruct **us** to stop.

We will contact **you** in writing at least 21 days before the end of **your period of insurance**. If **you** still meet **our** eligibility criteria, **we** will seek to automatically renew **your policy** by using the latest details **you** provided to **us**. **You** will also be provided with a renewal invitation which **you** should check via **your** 'AXA Account' to ensure all **your** details are still correct and relevant. If any changes are required or **you** do not wish to renew **your policy** **you** should let **us** know via **your** 'AXA Account' before **your** renewal date.

Please note that if **you** pay annually by Switch or Maestro **we** will not be able to automatically renew **your policy**. If **you** no longer meet **our** eligibility criteria, **we** will not be able to renew **your policy**. In all cases **we** will contact **you** prior to **your** renewal date to advise **you** what to do next.

How to opt-out

Email **us** after **you** have purchased the **policy** at help@axainsurance.com or call **us** on 0330 024 1235

Dual insurance

If any injury, loss, damage or liability is covered by any other insurance then **we** will not pay more than **our** share.

Cancelling your cover

Statutory cancellation rights

You can cancel this **policy** in the first 14 days of receipt of the **policy** documents or the start date, whichever is later. **We** will cancel this **policy** back to its start date. **We** will refund the full premium to **you**, provided no claims have occurred. This will have the same effect as if **you** never had any cover or protection from this **policy**.

Cancellation in other circumstances

You can cancel this **policy** maintaining the time on cover since the start date. As long as **you** have not received payment for or are not in the process of making a claim and have not suffered a loss for which **you** are intending to make a claim during the period of insurance, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**. **We** will also charge a £30 administration fee if **you** are cancelling more than 14 days after **your policy** start date.

If **you** are paying by instalments **your** instalments will end, but if **you** have received payment for or are in the process of making a claim, **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.

How to cancel

To cancel **your policy**, please call **us** on **0330 024 1235**

or write to **us** at:

Customer Services
AXA Insurance
9 Fudan Way
Stockton-on-Tees
TS17 6EN

Insurer cancellation

We may cancel this **policy** as detailed under the general condition headings 'Taking care of **your** property', 'Changes in **your** circumstances', 'Payment of premium' and 'Fraudulent claims'.

If **we** cancel the **policy** under the 'taking care of **your** property' or 'changes in **your** circumstances' sections refunds will be dealt with as detailed under **your** 'Statutory cancellation rights' if within the first 14 days of receipt of the **policy** documents or the start date whichever is later or under the 'Cancellation outside the statutory period' section if **your policy** is cancelled at any other time.

Payment of premium

If **you** have chosen to pay for **your policy** annually, **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. This includes any additional premium that may arise from changes made to **your policy**.

If **you** have chosen to pay for **your policy** by instalments, **you** will be provided with a Fixed Sum Loan Agreement in accordance with the Consumer Credit Act 1974. This contains important information relating to **your** credit agreement. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

Should **you** make any change to **your policy** that affects **your** premium, **you** will receive an amended Fixed Sum Loan Agreement to outline **your** new credit agreement and any related administration fees that may arise from these changes will be debited from **your** payment card immediately and will show on **your** statement within 3 working days.

You may change **your** payment method from instalment to lump sum at any point during the **period of insurance**.

Should **you** fail to make **your** payment(s) in full and by the due date:

- **We** will charge **you** an administration fee of £15 for instalments rejected by **your** bank due to a cancelled instruction or insufficient funds.
- **We** will contact **you** requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** notifying **you** that payment has not been received and give **you** a further 7 days to pay the outstanding amount. If payment is not received by this date **we**:
 - Will cancel **your policy** with immediate effect charging an administration fee of £30 and notify **you** in writing that such cancellation has taken place.
 - Will terminate **your** Consumer Credit Agreement.
 - May refuse to pay any pending claims on **your policy**.
 - May refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record an outstanding debt. Should this action be taken, **we** reserve the right to add an administration fee of £25 to the value of **your** debt to cover costs incurred.

Administration and Cancellation Fees

By accepting this **policy you** understand that **we** are an online company. **We** agree to provide **you** with all **your** documents online for **you** to print yourself. It is **your** responsibility to make any changes to **your** home insurance **policy** online.

Under certain circumstances **we** may charge **you** a fee. All fees, which includes fees for the cancellation of **your policy** or when **we** make changes or corrections to **your policy** on **your** behalf, are specified in the below table.

All fees will be included in any additional premium **we** may charge or deducted from any refund **we** give. If a refund is less than the fee **we** charge **you** must pay **us** the difference.

Transaction Type	Fee
For cancelling your policy outside the statutory cancellation period.	£30
For instalments rejected by your bank due to a cancelled instruction or insufficient funds.	£15
For changes or corrections to your policy that we make on your behalf.	£10

Fraudulent claims

Throughout **your** dealings with **us we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

- knowingly provides information to **us** as part of **your** application for **your policy** that is not true and complete to the best of **your** knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under **your 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 prosecute fraudulent claimants;
- **we** may make the **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 **your 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.

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.

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, 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 the following covers:

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

5. Radioactive or nuclear contamination

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **you** are claiming arising from:

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

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 deterioration/maintenance

Any loss or damage caused 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. Liability Insurance

Any liability which is covered under a more specific policy. This exclusion applies to Liability to **domestic staff**, tenant's liability, occupiers/public liability and property owner's liability covers.

11. Deliberate loss or damage

Any loss or damage or liability 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

These conditions do not apply to the Home assistance and Legal expenses sections, which have separate conditions.

You and your family must keep to the following conditions to have the full protection of **your policy**. If **you or your family** do not comply with the claims conditions **we** may refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

The first thing you must do

We recommend that **you** check the cover provided on **your** schedule.

You should:

- Urgently inform the Police and obtain a crime or lost property reference number if **you** are the victim of theft, riot, malicious damage, or property is lost or stolen away from **your home**. In the case of riot **you** need to inform the Police within 14 days of the event.
- Contact **us** as soon as possible and tell **us** about the incident.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Making a claim

If **you** need to make a claim **you** can report it:

- Online through **your** AXA Account or by calling **us** on 0330 024 8086.

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.
- **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.

What you must do after making your claim

- 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 and items.
- **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.
- If someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them **you** must provide **us** with full details as soon as possible. **You** must also send **us** any claim form, application notice, legal document or other correspondence sent to **you** or **your family** as soon as possible.
- **You** must assist **us** with any enquiries **we** have regarding **your** claim as it will enable **us** to deal with it quickly.
- **You** must allow **us** access to the building that has been damaged to salvage anything **we** can and ensure no more damage occurs. However, **you** must not abandon **your** property to **us**.

What you must not do

- If someone is holding **you** or **your family** responsible for injury or any damage, neither **you** nor **your family** must admit responsibility or make/reach 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, if **we** choose and in **your** name, but at **our** expense, to:

- take over any rights in the defence or settlement of any claim;
- take legal action in **your** name to get compensation or recover any money due from a third party in **your** name.

We are entitled to take possession of the property insured and deal with any salvage.

How we settle claims

- **We** may repair, reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may pay for the loss or damage in cash or cash alternative (including vouchers and / or store cards). Where **we** can offer repair or replacement through a preferred supplier, but **we** agree to pay a cash or cash alternative settlement, then payment will not exceed the amount **we** would have paid the preferred supplier. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.
- **We** will not pay more than the sum insured for a claim. The amount **we** pay will also depend on any limit shown in the **policy**. **Your** cover limits will not be reduced by any claim.
- Where an excess applies, this will be taken off the amount of **your** claim.
- **We** will not pay for loss of value to any item or **buildings** resulting from repair or replacement following a claim.

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 to **your buildings** made by **our** approved suppliers are guaranteed for 3 years.

Any permanent repairs to **your contents** made by **our** approved suppliers are guaranteed for 1 year.

Contents and business equipment

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

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

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

If **we** advance **you** cash under 'Emergency cash advance' cover the amount **we** pay **you** will form part of **your** overall claim and will be deducted from the final claim settlement.

If **your** dishwasher, washing machine, refrigerator, tumble drier or freezer are damaged and require a full replacement **we** will, where **you** agree, replace them with an equivalent appliance which has an Energy rating of A.

Buildings

We will settle claims for loss or damage to the **buildings** without taking off an amount for wear and tear as long as:

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

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

We will pay for the reasonable cost of work carried out in repairing or replacing the damaged part of the **buildings** and agreed fees and related costs.

If **your** property is severely damaged, requiring demolition and rebuilding, where possible and when **you** agree, **we** will rebuild in line with sustainable **home** building practises as described by the government. This will include recycling or disposing of building waste in an appropriate environmental manner.

We will aim to rebuild properties in line with level 4 of the code for sustainable housing. Further information on the requirements for sustainable homes can be obtained at www.planningportal.gov.uk/uploads/code_for_sust_homes.pdf

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 a 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**.

At **our** option **we** may arrange for specialist investigations to be carried out.

Storm damage claims

The definition of what **we** mean by **storm** can be found in the 'Definitions' section on pages 7–9.

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** to inspect the damage if necessary.

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 coverings in adjoining rooms.

Contents insurance

Your policy schedule will show if you have chosen this section.

What your policy covers	What your policy does not cover
<p>We will pay you up to the maximum contents cover limit for any one claim under contents cover and the causes detailed in this section.</p> <p>Contents cover limit – please refer to your schedule.</p> <p>There is a separate limit for the following, these can be found in your schedule:</p> <ul style="list-style-type: none"> ■ Total valuables – see definition. ■ Single valuables limit. <p>Any other specific limits are identified below and can be found in your schedule.</p>	<ol style="list-style-type: none"> 1. Excess – shown in schedule. 2. Items listed under general exclusions. 3. The exclusions listed below which relate to the corresponding cover identified in the first column. 4. Vehicles or craft and caravans as well as parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems contained in them. 5. Bicycles. 6. Any living creature. 7. Property mainly used for business, trade, profession or employment purposes other than business equipment.

Cover

What your policy covers	What your policy does not cover
<ol style="list-style-type: none"> 1. Emergency services forced entry - contents Loss or damage to the contents caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency or perceived emergency involving you or your family. 	
<ol style="list-style-type: none"> 2. Keys & locks If your keys are lost or stolen we will pay up to the limit for any one claim for the cost of replacing keys and locks or lock mechanisms to: <ul style="list-style-type: none"> ■ external doors and windows of the home (but not to garages or outbuildings); ■ a safe within the home; ■ an alarm protecting the home. <p>Limit – please refer to your schedule.</p> 	
<ol style="list-style-type: none"> 3. Credit card liability We will pay for 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. <p>Limit – please refer to your schedule.</p>	

What your policy covers	What your policy does not cover
<p>4. Documents We will pay you up to the limit for any one claim for loss or damage, by contents causes 1–11 on pages 24–25, to documents (other than money) whilst:</p> <ul style="list-style-type: none"> ■ within the main building of the home; or ■ deposited in a bank safe deposit or solicitor’s strong room anywhere in the world. <p>Limit – please refer to your schedule.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ■ Documents more specifically insured by any other insurance; ■ documents mainly used for business, trade, profession or employment purposes; ■ lottery or raffle tickets.
<p>5. Digital assets We will pay you up to the limit for any one claim for the cost of replacing information lost or damaged as a result of contents causes 1–11 on pages 24–25, which you have purchased and stored on your home entertainment equipment and / or mobile phones.</p> <p>Limit – please refer to your schedule.</p>	
<p>6. Contents in garages and outbuildings We will pay you up to the limit for any one claim for loss or damage by contents causes 1–11 on pages 24–25, to contents contained within garages and outbuildings of the home.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ To valuables, money or bicycles; ■ while the home is unoccupied or unfurnished.
<p>7. Contents in the garden We will pay you up to the limit for any one claim for loss or damage by contents causes 1–11 on pages 24–25, to contents (including plants, bushes, shrubs and trees) when in the open within the boundaries of the land belonging to the home.</p> <p>Limit – please refer to your schedule</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ To valuables, money, business equipment and bicycles; ■ to plants, trees and shrubs caused by storm or flood; ■ while the home is unoccupied or unfurnished.
<p>8. Alternative accommodation We will pay you up to the limit 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 covered by this policy.</p> <p>We will also provide cover for loss or damage by contents causes 1–11 on pages 24–25, to contents temporarily removed from your home to the alternative accommodation where you, your family and your domestic pets are residing.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ by theft unless it involves forcible and violent entry to or exit from a building; ■ from a caravan, mobile home or motor home; ■ outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons; ■ to business equipment.

What your policy covers	What your policy does not cover
<p>9. Emergency cash advance</p> <p>If your home cannot be lived in due to loss or damage covered by this policy we will advance you part of your overall claim settlement, in the form of a cash payment, for the reasonable cost of essential items, such as clothes and toiletries.</p> <p>We will pay you up to the limit for any one claim. The amount we pay is included within the contents cover limit and is not in addition to it.</p> <p>Limit – please refer to your schedule</p>	
<p>10. Frozen food</p> <p>We will pay you up to the limit for any one claim for loss or damage to food in the fridge or freezer which is made inedible by:</p> <ul style="list-style-type: none"> ■ a change in the temperature or contamination by refrigerant or refrigerant fumes. <p>The fridge or freezer must be in the home and owned by or the responsibility of you or your family.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ resulting from the deliberate act of you, your family or an electricity supplier; ■ to food mainly used for business, trade, profession or employment purposes.
<p>11. Visitors' personal effects</p> <p>We will pay you up to the limit for any one claim for loss or damage by contents causes 1–11 on pages 24–25, to visitors' personal effects whilst contained within the home.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to valuables or money; ■ specifically excluded under contents cover.
<p>12. Religious festivals, weddings, civil partnerships and special events</p> <p>We will pay you up to the limit for any one claim for loss or damage to gifts and provisions for 30 days before and 30 days after:</p> <ul style="list-style-type: none"> ■ a recognised religious festival; ■ your or your family's wedding or civil partnership; ■ your or your family's organised special event (such as a birthday or anniversary). <p>Limit – please refer to your schedule.</p>	

What your policy covers	What your policy does not cover
<p>13. Liability to domestic staff</p> <p>We will pay up to the limit 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 (which includes costs and expenses agreed by us in writing) for death, bodily injury or illness of any domestic staff within the United Kingdom.</p> <p>Limit – please refer to your schedule.</p>	<p>You or your family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any domestic staff when they are:</p> <ul style="list-style-type: none"> ■ carried in or on any vehicles or craft; ■ entering, getting onto or getting off any vehicles or craft <p>where such bodily injury or illness (including death) is caused by or arises out of you or your family's use of any vehicles or craft.</p>
<p>14. Tenant's liability</p> <p>We will pay up to the limit 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 tenant of the home for:</p> <ul style="list-style-type: none"> ■ damage to the buildings by causes 1–11 on pages 32–33; ■ accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home; ■ accidental breakage of: <ol style="list-style-type: none"> a) fixed glass in: <ol style="list-style-type: none"> 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. <p>Limit – please refer to your schedule.</p>	

What your policy covers	What your policy does not cover
<p>15. Occupiers and public liability</p> <p>We will pay up to the limit 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 (which includes costs and expenses agreed by us in writing) occurring during the period of insurance for accidental:</p> <ul style="list-style-type: none"> ■ Death, bodily injury or illness to anyone other than you, your family, your domestic staff and anyone resident in the home. ■ Damage to property not belonging to or in the custody or control of you, your family or domestic staff. <p>Arising from:</p> <ul style="list-style-type: none"> ■ the occupation of the home (but not its ownership); ■ the private pursuits of you or your family; ■ the employment by you or your family of domestic staff. <p>Limit – please refer to your schedule.</p> <p>Important</p> <p>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.</p> <p>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.</p> <p>Please note if you are the owner of the building you will also need to arrange property owner’s liability cover which most insurers automatically include under buildings insurance.</p>	<p>Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none"> ■ any business, trade, profession or employment; ■ you carrying out any deliberate, wilful or malicious act, including but not limited to assault and alleged assault; ■ you living in or occupying land or buildings other than the home or its land; ■ the transmission of any contagious disease or virus; ■ owning, possessing or using vehicles or craft; ■ owning, possessing or using caravans; ■ 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; ■ owning any species of animal not domesticated in the UK; ■ any action for damages brought in a court outside the United Kingdom; ■ any action brought against you or your family by you, your family, your domestic staff and anyone resident in the home.

Accidental damage (Contents)

Your **policy** schedule will show if **you** have chosen this section.

What your policy covers	What your policy does not cover
<p>The following only applies if you buy accidental damage.</p> <p>16. Accidental damage We will pay for accidental damage or loss of contents while they are in the home</p>	<p>Any loss or damage specifically excluded under contents causes 1–11 on pages 24–25 and covers 1–15 on pages 18–22.</p> <p>Accidental damage or loss:</p> <ul style="list-style-type: none"> 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 your 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 on pages 24–25; h) to computers or computer equipment by: <ul style="list-style-type: none"> 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.
<p>17. House removal 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.</p>	<p>Accidental damage or loss:</p> <ul style="list-style-type: none"> ■ to money; ■ to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors; ■ to jewellery; ■ during sea transit; ■ whilst the contents are in storage; ■ caused by mechanical or electrical breakdown or failure.
<p>18. Domestic heating oil We will pay up to the limit for any one claim for accidental loss of domestic heating oil.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ while your home is unoccupied or unfurnished; ■ resulting from a deliberate act by you, your family or the utility supplier.

What your policy covers	What your policy does not cover
<p>19. Metered water</p> <p>We will pay up to the limit for any one claim for accidental loss of metered water.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ while your home is unoccupied or unfurnished; ■ resulting from the deliberate act by you, your family or the utility supplier.

Causes

What your policy covers	What your policy does not cover
<p>Your policy covers contents whilst in the home for loss or damage resulting from the following causes:</p>	
<p>1. Storm or flood.</p>	<p>Loss or damage to radio or television aerials or satellite dishes not in or attached to the buildings.</p>
<p>2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or fixed domestic water, drainage or heating installation.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to the fittings/installation/appliances themselves are only covered if the damage has happened as a result of an insured cause or cover; ■ while your home is unoccupied or unfurnished.
<p>3. 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.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to the installation itself is only covered if the damage has happened as a result of an insured cause or cover; ■ while your home is unoccupied or unfurnished.
<p>4. Theft or attempted theft.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ while your home is unoccupied or unfurnished; ■ 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; ■ from the 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 the home. ■ caused by you, your family, lodgers, paying guests or tenants.
<p>5. Fire, smoke, explosion, lightning or earthquake.</p>	<p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p>

What your policy covers	What your policy does not cover
<p>6. Subsidence or ground heave of the site on which the building stands or landslip.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause; ■ due to normal settlement, shrinkage or expansion; ■ resulting from construction, structural alteration, repair or demolition; ■ caused by coastal or river bank erosion; ■ arising from the use of defective materials, defective design, or poor or faulty workmanship.
<p>7. Malicious acts or vandalism.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ while your home is unoccupied or unfurnished; ■ caused by you, your family, your domestic staff, lodgers, paying guests or tenants, and any person that you or your family has allowed into the home.
<p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>9. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.</p>	<p>Loss or damage caused by your domestic pets.</p>
<p>10. Fallen trees or branches.</p>	<p>Loss or damage caused during tree felling, lopping or topping;</p> <p>The cost of removing fallen trees or branches.</p>
<p>11. Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ caused by mechanical or electrical breakdown or failure; ■ caused by or in the process of cleaning, maintenance, repair or dismantling; ■ to equipment not in or attached to the buildings.

Personal possessions (optional extra)

Your **policy** schedule will show if **you** have chosen this section.

What your policy covers	What your policy does not cover
<p>Your policy schedule will show you the sums insured and limits under this Section.</p> <p>Personal effects, valuables and money are included if they belong to you or your family or you or they are legally responsible for them and they are mainly used for private purposes.</p> <p>We will pay you up to the sum insured shown in your policy schedule for any one claim. The sum insured for this section is included within the contents cover limit and is not in addition to it.</p> <p>Limits – please refer to your schedule.</p> <p>What is covered:</p> <ol style="list-style-type: none"> 1. Loss or damage to personal effects, valuables and money belonging to you and your family when: <ul style="list-style-type: none"> ■ anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or ■ anywhere in the world for up to 60 days during any period of insurance as shown in your schedule. 	<ol style="list-style-type: none"> 1. Excess – shown in schedule. 2. Loss or damage: <ol style="list-style-type: none"> 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; 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; i) by mechanical or electrical breakdown or failure; j) caused to vehicles or craft; k) to parts, accessories, tools and fitted radios, cassette players and compact disc players, MP3 and DVD players and satellite navigation systems for the things excluded in j) above; l) to any property mainly used for the purpose of business, trade, profession or employment other than business equipment; m) to plants or any living creature; n) to documents; o) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable; p) specifically covered elsewhere in this policy; q) to computers or computer equipment by: <ol style="list-style-type: none"> i) accidental loss or mislaying or misfiling of documents or records ii) viruses iii) contamination; r) to lottery tickets and raffle tickets; s) to bicycles;

What your policy covers	What your policy does not cover
	<p>t) to your or your family's contents while temporarily removed from the home to the occupied student accommodation, where a member of your family is attending college, university or boarding school unless you have added the student cover option to your policy.</p>
<p>2. Credit card liability We will pay for 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 and following its unauthorised use by any person not related to or living with you.</p> <p>Limit – please refer to your schedule.</p>	

Bicycles cover (optional extra)

Your policy schedule will show if **you** have chosen this section.

What your policy covers	What your policy does not cover
<p>Loss or damage to bicycles and their accessories anywhere in the world belonging to you.</p> <p>Limits – please refer to your schedule.</p>	<ol style="list-style-type: none"> 1. Excess – shown in schedule. 2. Loss or damage to: <ul style="list-style-type: none"> ■ tyres or accessories unless the bicycle is lost or damaged at the same time; ■ the bicycle whilst being used for racing, pace making or trials. 3. Loss or damage caused by: <ul style="list-style-type: none"> ■ theft when the bicycle is unattended unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle; ■ customs or other officials confiscating or keeping hold of the bicycle; ■ cleaning, maintenance, repair, dismantling, altering or dying; ■ insects or vermin; ■ mechanical or electrical breakdown or failure.

Student cover (optional extra)

Your policy schedule will show if you have chosen this section.

What your policy covers	What your policy does not cover
<p>Your policy provides cover for any of the following causes whilst your or your family's contents are temporarily removed from the home to the occupied student accommodation, where a member of your family is attending college, university or boarding school:</p> <ul style="list-style-type: none"> ■ storm or flood; ■ theft; ■ collision; ■ falling trees; ■ fire, explosion, lightning or earthquake; ■ malicious acts. <p>Limits – please refer to your schedule.</p>	<ol style="list-style-type: none"> 1. Excess – shown in schedule. 2. Loss or damage: <ul style="list-style-type: none"> ■ by theft unless it involves forcible and violent entry to or exit from a building; ■ from a caravan mobile home or motor home; ■ outside the United Kingdom the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons; ■ to business equipment.

Buildings insurance

Your policy schedule will show if you have chosen this section.

What your policy covers	What your policy does not cover
<p>We will pay you up to the maximum buildings cover limit for any one claim under buildings cover and the causes detailed in this section.</p> <p>Buildings cover Limit – please refer to your schedule.</p>	<ol style="list-style-type: none"> 1. Excess – shown in schedule. 2. Items listed under ‘General Exclusions’. 3. The exclusions listed in this column. These exclusions relate to the corresponding cover identified in the left column.

Cover

What your policy covers	What your policy does not cover
<p>Within your overall limit (unless a different limit or sub limit is highlighted) the following covers are included:</p>	
<ol style="list-style-type: none"> 1. Architects fees / debris clearance Following a valid claim for damage under buildings Causes 1–11 on pages 32–33, we will also pay: <ul style="list-style-type: none"> ■ architects, surveyors, consulting engineers and legal fees; ■ the cost of clearing debris from the site or demolishing or shoring up the buildings; ■ the cost to comply with government or local authority requirements but not if the order predates the loss or damage. 	
<ol style="list-style-type: none"> 2. Emergency services forced entry – buildings Loss or damage to the buildings caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency or perceived emergency involving you or your family. 	
<ol style="list-style-type: none"> 3. Emergency services forced entry – gardens Loss or damage to the gardens of your home caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency or perceived emergency involving you or your family. 	
<ol style="list-style-type: none"> 4. Moving home If you have contracted to sell your home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase as long as your home is not covered by any other insurance. 	

What your policy covers	What your policy does not cover
<p>5. Keys & locks</p> <p>If you keys are lost or stolen we will pay up to the limit for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> ■ external doors and windows of the home (but not to garages or outbuildings); ■ a safe within the home; ■ an alarm protecting the home. <p>Limit – please refer to your schedule.</p>	
<p>6. Alternative accommodation</p> <p>We will pay you up to the limit 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 by buildings Causes 1–11 on pages 32–33.</p> <p>Limit – please refer to your schedule.</p>	
<p>7. Property owners liability</p> <p>We will pay you up to the limit 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 costs and expenses agreed by us in writing) occurring during the period of insurance in respect of accidental:</p> <ul style="list-style-type: none"> ■ death, bodily injury or illness of any person who is not a member of your family residing with you or an employee of either you or your family; ■ damage to property not belonging to or in the custody or control of you or your family or domestic staff. <p>Arising from:</p> <ul style="list-style-type: none"> ■ your ownership (but not occupation) of the buildings; ■ defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence. <p>In the event of your death we will treat your legal representative as you for liability incurred by you.</p> <p>Limit – please refer to your schedule.</p>	<p>Your legal liability to pay compensation arising directly or indirectly from:</p> <ul style="list-style-type: none"> ■ an agreement which imposes a liability on you which you would not be under in the absence of such agreement; ■ arising more than seven years after this policy has expired or been cancelled; ■ your ownership of any land or buildings other than the home and its land; ■ the use of the home for any business, trade, profession or employment; ■ death, bodily injury or damage caused by lifts, hoists or vehicles or craft; ■ rectifying any fault or alleged fault. <p>Any liability which is covered under a more specific policy.</p>

What your policy covers	What your policy does not cover
<p>Important</p> <p>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.</p> <p>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.</p> <p>Please note that you will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.</p>	

Accidental damage (Buildings)

What your policy covers	What your policy does not cover
<p>8. 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.</p> <p>We will also pay up to the limit for any one claim for necessary and reasonable costs that you incur in tracing and accessing the source of the damage to the home. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.</p> <p><i>If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</i></p>
<p>9. Accidental damage or loss to the buildings including accidental breakage of:</p> <ul style="list-style-type: none"> ■ fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; ■ fixed ceramic hobs and ceramic tops of fixed cookers; ■ fixed sanitary ware and bathroom fittings. 	<p>Any loss or damage specifically excluded under buildings causes 1–11 on pages 32–33 and covers 1–7 on pages 29–31.</p> <p>Accidental damage or loss:</p> <ul style="list-style-type: none"> ■ by frost; ■ by or arising from faulty workmanship, defective design or use of defective materials; ■ by infestation, chewing, scratching, tearing or fouling by insects or vermin; ■ by chewing, scratching, tearing or fouling by your domestic pets; ■ by mechanical or electrical breakdown or failure; ■ to gates, hedges and fences; ■ to drives, patios and paths unless your home has been damaged at the same time and by the same cause.

Causes

What your policy covers	What your policy does not cover
<p>Your policy covers the buildings for loss or damage resulting from the following causes</p>	
<p>1. Storm or flood.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to gates, hedges and fences; ■ to drives, patios and paths unless your home has been damaged at the same time and by the same cause; ■ by storm to radio or television aerials or satellite dishes.
<p>2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or fixed domestic water, drainage or heating installation.</p> <p>We will also pay up to the limit for any one claim for necessary and reasonable costs that you incur in tracing and accessing the source of the damage to the home. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p> <p>Limit – please refer to your schedule</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to the fittings/installation/appliances themselves is only covered if the damage has happened as a result of an insured cause or cover; ■ while your home is unoccupied or unfurnished. <p>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</p>
<p>3. Theft or attempted theft.</p>	<p>Loss or damage while your home is unoccupied or unfurnished.</p>
<p>4. 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.</p> <p>We will also pay up to the limit for any one claim for necessary and reasonable costs that you incur in tracing and accessing the source of the damage to the home. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p> <p>Limit – please refer to your schedule.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ■ to the installation itself is only covered if the damage has happened as a result of an insured cause or cover; ■ while your home is unoccupied or unfurnished. <p>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</p>
<p>5. Fire, smoke, explosion, lightning or earthquake</p>	<p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p>

What your policy covers	What your policy does not cover
6. Subsidence or ground heave of the site on which the building stands or landslip .	Loss or damage: <ul style="list-style-type: none"> ■ 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; ■ due to normal settlement, shrinkage or expansion; ■ 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; ■ resulting from construction, structural alteration, repair or demolition; ■ caused by coastal or river bank erosion; ■ arising from the use of defective materials, defective design or faulty workmanship.
7. Malicious acts or vandalism	Loss or damage: <ul style="list-style-type: none"> ■ while your home is unoccupied or unfurnished; ■ caused by you, your family, your domestic staff, lodgers, paying guests or tenants, and any person that you or your family has allowed into the home.
8. Riot, civil commotion, strikes, labour and political disturbances.	
9. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.	Loss or damage caused by your domestic pets.
10. Fallen trees and branches	Loss or damage caused during tree felling, lopping or topping; The cost of removing fallen trees or branches that have not caused damage to the buildings .
11. Breakage or collapse of aerials, satellite dishes telegraph poles or electricity pylons.	Loss or damage to the aerial or satellite dish unless you are covered under contents cause 11.

Home assistance (optional extra)

Your policy schedule will show if **you** have chosen this section.

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register

AXA Assistance (UK) Limited provides the services described in the **policy**.

This insurance is governed by the laws of England and Wales.

Definitions

The definitions below apply to this section only.

Where **we** explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

We list the definitions alphabetically.

Authorised contractor

A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under this **policy** and under **our** delegated authority.

Beyond economical repair

Means where **we** estimate that the cost of repairing **your** primary heating and / or hot water system would be more than its current value, or, that **we** are unable to obtain spare parts to repair it.

Emergency

A result of a sudden and unforeseen event at the **home** that, if not dealt with quickly will:

1. expose **you** or anyone else in the **home** to a health risk or
2. cause a risk of or loss of or damage to the **home** and or any of **your** belongings or
3. render the **home** uninhabitable.

The **emergency** will also include permanent and irreplaceable loss of all keys required to gain access to the **home**.

Emergency repairs

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

Home

The house or flat shown on **your policy** schedule, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.

Insured/you/your

You, the policyholder, and/or any member of **your** immediate **family** normally living at **your home**.

IPA/we/us/our

Inter Partner Assistance SA, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR and/ or its service provider AXA Assistance (UK) Limited, of the same address.

Permanent repair

Repairs and/or work required to put right the damage caused to the **home** by an **emergency**.

Pests

Brown or black rats, house or field mice, wasps or hornets.

Reimbursement basis

Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised and paid invoice, **we** will pay **you** as per **your policy** limit a contribution to a repair which **you** will arrange **yourself**. This will be in full and final settlement of **your** claim.

Temporary repair

A repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

General conditions

1. Claims under this **policy** can only be made by **you**, **your** immediate **family**, lodger or anyone calling on **your** behalf.
2. If **you** refuse to allow **us** reasonable access to **your home** in order to provide the services **you** have asked for under this **policy** or if **you** fail to cooperate with **our** agents, representatives or **authorised contractors** or are abusive or threatening toward **our** staff **we** will be under no obligation to provide the services under this section.
3. This insurance does not cover normal day to day maintenance at **your home** 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**.
4. Any loss where **you** did not contact **us** to arrange repairs will not be covered under this insurance
5. When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
6. If the emergency repair costs more than £1000.00 **we** will: require **you** to contribute the difference or subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** a contribution to a repair which **you** will arrange **yourself**, taking account of costs already reasonably incurred by **our authorised contractor**, for the initial visit. This will be in full and final settlement of **your** claim.

Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. 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 may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

Important information

If **you** suffer an **emergency** at **your home** you should tell **us** on the **emergency** telephone number.

We will then:

- a) advise **you** about how to protect **yourself** and the **home**;
- b) validate **your policy** and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment, or to settle **your** claim on a **reimbursement basis**;
- c) **we** along with **our authorised contractors** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- d) **we** will organise and pay up to £1000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**;
- e) in the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £250 including VAT towards the cost of **your** (including **your** pets) accommodation including transport. **We** will reimburse these costs to **you**;
- f) **we** would always recommend that **you** arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, as this may only provide a temporary solution to the problem.

Temporary heating

If **you** have no heating and a part needs to be ordered following the engineer's visit, or if **we** are unable to repair the boiler/heating system, **you** have the option to either purchase heaters up to a value of £50 including VAT, which **we** will reimburse **you** for, or alternatively **we** can deliver two temporary heaters to **your home**, these are yours to keep.

Cancelling your cover

Please refer to the 'General conditions' section on pages 10–13 for details of the statutory cancellation rights and details when cancelling outside the statutory period.

Additional cancellation provisions

AXA Insurance UK plc has the right to cancel **your** AXA HomeSure **policy** by providing written notice to **your** current address under certain circumstances as detailed under the 'General conditions' section on pages 10–13.

Your Home assistance **policy** is sold as an optional extra to complement **your** AXA HomeSure **policy**. If **your** AXA HomeSure **policy** is cancelled by AXA Insurance UK plc or **you** then **your** Home assistance **policy** will automatically be cancelled from the same date.

What your policy covers	What your policy does not cover
<p>Emergency incidents that are covered by this policy are:</p> <ol style="list-style-type: none"> 1. Plumbing problems related to – <ul style="list-style-type: none"> ■ the internal hot and cold water pipes between the main internal stopcock and the internal taps including the cold water storage tank; ■ the flushing mechanism of a toilet; ■ the external water supply pipes within your property boundary, where you are solely responsible for them. 2. A leak from – <ul style="list-style-type: none"> ■ your toilet; ■ pipes leading to and from the shower or bath and internal section of the overflow pipe; ■ central heating pipes. 3. An emergency relating to the blockage of, or damage to waste pipes causing a blockage or a waste water leak including – <ul style="list-style-type: none"> ■ blocked sinks and rainwater drains; ■ baths, toilets or external drainage (you will still be covered if you have another working toilet or bathing facility); ■ blocked or leaking soil vent pipes, provided you are solely responsible for this. 4. Total failure of your electrics rendering your home uninhabitable. 5. Broken or cracked windows, which result in the home not being secure. We will undertake an emergency repair using boarding or similar material to resolve the immediate security risk. 6. Permanent and irreplaceable loss of all keys required to gain access to your home. 7. Removal of pests, where evidence of infestation in your home has been found. Pests found outside your home, such as in detached garages and outbuildings will not be covered. 8. A leak from the internal gas supply pipe in your home between the meter and a gas appliance. We will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. Please contact your Utility Company for restoration of gas supply who will be able to arrange this for you. 	<p>We will not pay for claims arising directly or indirectly from or relating to the following:</p> <ol style="list-style-type: none"> 1. Trace and access to locate the source of the emergency is not covered. Please note that this may be covered under your buildings insurance. 2. Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain. Replacing external overflows, thermostatic and radiator valves, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins. Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines. 3. Plumbing or drainage problems related to septic tanks, swimming pools and hot tubs. 4. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment. 5. Damage to boundary walls, hedges, fences and gates. 6. Electricity supply to or failure of burglar/fire alarm systems and CCTV surveillance. 7. Problems related to temporarily frozen pipes. 8. Shared plumbing and drainage facilities are not covered under this policy even if they are within the boundaries of your home. 9. Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), fuel tanks, cesspits, treatment plants and their outflow pipes, guttering and downpipes. 10. Fences, outbuildings and detached garages: damage to windows or doors. Double glazing where one pane is broken but the other is intact and the home is therefore secure. 11. Primary heating / hot water system over an output of 60Kw are not covered. Any heating system which is not wholly situated within your home or is shared with neighbouring dwellings. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion.

What your policy covers	What your policy does not cover
<p>9. Complete failure or breakdown of your primary heating/hot water system resulting in no hot water and/or heating. Domestic gas boilers within your home, the output of which does not exceed 60Kw including –</p> <ul style="list-style-type: none"> ■ boiler isolating valves; ■ all manufacturer’s fitted components within the boiler; ■ the pump, motorised valves, thermostat and radiators; ■ the timer, temperature pressure controls and primary flue. <p>10. Claims related to other forms of primary heating, such as renewable technologies in your home or fuels used such as oil, liquid petroleum gas (LPG), solid fuel, electric boilers and solar, may be settled on a reimbursement basis if an authorised contractor is not available at the time in your local area.</p> <p>11. Loss of water pressure within a boiler due to a fault and/or a water leak from the boiler/heating system.</p> <p>12. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.</p>	<p>12. Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system; any repair or replacement of under floor heating systems, warm air units, and air or ground source heat pumps. Repair or replacement of the flue due to wear and tear.</p> <p>13. Repair or replacement of boilers that have been declared as beyond economical repair by our authorised contractors are not covered.</p> <p>14. Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with the manufacturer’s guidelines.</p>

We will not be liable for any of the following:

- a) Loss or damage arising from **emergencies** which were known to **you** prior to the start date of this insurance.
- b) Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- c) 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.
- d) Any defect, damage or failure:
 - i) caused by modification or attempted repair by **you** or **your** own contractor which results in damage to that or another part of **your** system because of poor workmanship;
 - ii) which does not comply with recognised industry standards;
 - iii) caused by malicious or wilful action, misuse or negligence.
- e) Any **emergency** in **your home** when it has been **unoccupied** for more than 30 consecutive days.
- f) The removal of asbestos.
- g) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**.
- h) Any loss arising from **subsidence, landslip** or **heave** caused by bedding down of new structures, demolition or structural repairs or alteration to the **home**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- i) Any loss, or injury, damage or legal liability arising directly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all.
- j) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

How to make a claim

To obtain **emergency** assistance contact the 24 hour Emergency Helpline on:

0330 024 1259

(calls are recorded and monitored)

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

If you think **you** have a gas leak, **you** should immediately call the **National Gas Emergency Service** on **0800 111 999**.

Data protection

Please read the paragraphs below, which define how **we** use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of **your** information.

Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, please write to us at:

Data Protection Officer
AXA Assistance UK Limited
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from www.fscs.org.uk

Legal expenses (optional extra)

Your Policy schedule will show if **You** have chosen this section.

Legal expenses provides:

- Assistance Helplines including 24/7 Legal Advice
- Discounted legal services
- Insurance for legal costs for certain types of disputes

Assistance Helpline Services

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 1278** and quote “AXA Home**Sure** legal expenses”

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 costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- 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 services 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**.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want 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 insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Definitions

Additional definitions for this section only are shown below.

Where the following words appear in bold they have these special meanings.

Adviser

Our specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal fees and disbursements incurred by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Conflict of Interest

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

Contract of Employment

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

Costs

Standard Advisers' Costs and **Adverse Costs**.

Daily Rate

An amount equal to 1/250th of either of the following:

- If **You** are employed, the average of the amounts shown on **Your** payslips from **Your** employer during the last 12 months (excluding bonus payments and overtime); or
- If **You** are self-employed, the monthly average of the income **You** declared to the Inland Revenue for the previous tax year

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Excess

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

All sections: £50 where **You** appoint **Our** panel solicitor, or £500 where **You** do not appoint **Our** panel solicitor.

The **Excess** shall be paid to and at the request of the **Adviser**.

HM Revenue and Customs Full Enquiry

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

Insurer

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Insured Incident

The incident, or the first of a series of incidents, which may lead to a claim under this insurance. 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.

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 and/or injunctions, specific performance.

Maximum Amount Payable

The maximum payable in respect of an **Insured Incident** as shown on **Your** insurance schedule.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits

The European Union.

We/Us/Our

Arc Legal Assistance Limited.

You/Your/Yourself

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

Cover 1 – Consumer pursuit

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Where the amount in dispute is less than £125 plus VAT b) Where the breach of contract occurred before You purchased this insurance c) In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority d) Arising from the purchase or sale of Your main home e) Relating to a lease tenancy or licence to use property or land f) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled g) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You h) Directly or indirectly arising from planning law

Cover 2 – Consumer defence

What your policy covers	What your policy does not cover
<p>Costs to defend a Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Where the amount in dispute is less than £125 plus VAT b) Where the breach of contract occurred before You purchased this insurance c) In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority d) Arising from the sale or purchase of Your main home e) Relating to a lease tenancy or licence to use property or land

Cover 3 – Personal injury

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Arising from medical or clinical treatment, advice, assistance or care b) For stress, psychological or emotional injury unless it arises from You suffering physical injury c) For illness, personal injury or death caused gradually and not caused by a specific sudden event d) Involving a vehicle owned or driven by You

Cover 4 – Clinical negligence

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action for damages following clinical negligence resulting in Your personal injury or death against the person or organisation directly responsible.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from You suffering physical injury.</p>

Cover 5 – Employment disputes

What your policy covers	What your policy does not cover
<p>Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your Contract of Employment as an Employee.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Where the breach of contract occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred b) For Standard Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement c) Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Cover 6 – Property infringement

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority c) Directly or indirectly arising from planning law d) Directly or indirectly arising from: <ul style="list-style-type: none"> i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii) Landslip meaning downward movement of sloping ground iv) Mining or quarrying

Cover 7 – Property damage

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action 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.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority b) Directly or indirectly arising from planning law c) Directly or indirectly arising from: <ul style="list-style-type: none"> i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii) Land slip meaning downward movement of sloping ground iv) Mining or quarrying

Cover 8 – Property sale and purchase

What your policy covers	What your policy does not cover
<p>Costs to pursue or defend a Legal Action arising from a breach of a contract for the sale or purchase of Your main home.</p>	<p>Claims:</p> <ul style="list-style-type: none"> a) Where You have purchased this insurance after the date You completed the sale or purchase of Your main home b) Where the amount in dispute is less than £125 plus VAT c) Directly or indirectly arising from planning law

Cover 9 – Data protection

What your policy covers	What your policy does not cover
<p>Costs to pursue a Legal Action against a person or organisation for breach of the Data Protection Act 1998 which has resulted in You suffering a financial loss.</p>	

Cover 10 – Jury service

What your policy covers	What your policy does not cover
<p>We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.</p>	

Cover 11 – Tax

What your policy covers	What your policy does not cover
<p>Standard Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position. This cover applies only if You have:-</p> <ul style="list-style-type: none"> a) Maintained proper, complete, truthful and up to date records b) Made all returns at the due time without having to pay any penalty c) Provided all information that HM Revenue and Customs reasonably requires 	<p>Claims</p> <ul style="list-style-type: none"> a) Where: <ul style="list-style-type: none"> i) Deliberate misstatements or omissions have been made to the authorities ii) Income has been under-declared because of false representations or statements by You iii) You are subject to an allegation of fraud b) For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs c) For enquiries into aspects of Your Tax Return (Aspect Enquiries)

General exclusions

1. **There is no cover where:**
 - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
 - b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute;
 - c) **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;
 - d) 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) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**;
 - b) Any claim **You** make which is false or fraudulent;
 - c) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly;
 - d) Appeals without the prior written consent of **Us**;
 - e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
3. **There is no cover for any claim directly or indirectly arising from:**
 - a) A dispute between **You** and someone **You** live with or have lived with;
 - b) Any matter connected with **Your** business profession or trade unless the claim falls within Personal Injury and Employment;
 - c) An application for a judicial review;
 - d) Defending or pursuing new areas of law or test cases;
 - e) Professional negligence in relation to services provided in connection with a matter not covered under this insurance;
 - f) A tax or levy relating to **Your** owning or living in **Your** home.
4. **Contracts (Rights of Third Parties) Act 1999**
A person who is not a party to this contract 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

1. **Claims**
 - a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the legal proceedings.
 - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings 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.
 - b) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment 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, cover under this insurance shall be withdrawn 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.
 - c) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
 - d) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
 - e) **You** shall supply all information requested by the **Adviser** and **Us**.

- f) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- g) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. **Prospects of Success**

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

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

3. **Other insurances**

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. **Disputes**

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'Making a complaint' on page 49), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or 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.

5. **English Law and Language**

This contract is governed by English Law and the language for contractual terms and communication will be English.

Customer services information

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 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. 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.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** 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 <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Making a complaint

We aim 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. The following will help **us** to 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 AXA Insurance UK plc.

Contact Details:
Customer Relations Manager
AXA Insurance
9 Fudan Way
Stockton-on-Tees
TS17 6EN

Phone: 0333 024 1235
Email: complaints@axainsurance.com

If **your** complaint is about Home assistance then please write to:
Customer Relations
AXA Assistance UK Ltd
The Quadrangle
106 – 118 Station Road
Redhill
Surrey
RH1 1PR

Phone: 01737 815913
Email: homeemergencycomplaints@axa-assistance.co.uk

If **your** complaint is about Legal expenses then please write to:
The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

Phone: 01206 615000
Email: customerservice@arclegal.co.uk

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of **policy you** hold.
- The 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 refer **your** case to the Financial Ombudsman Service at the address given below.

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

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

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
Website: <http://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 are recorded and monitored.

Online Dispute Resolution

The European Commission has provided an Online Dispute Resolution Service for logging complaints. The ODR service can be reached through <http://ec.europa.eu/odr>

AXA insurance policies are underwritten by AXA Insurance UK plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with registered number 202312. Registered address is 5 Old Broad Street, London EC2N 1AD.
Registered in England and Wales number 078950.
Details can be checked on the FCA's register by visiting the FCA's website at www.fca.gov.UK/register.