



# HomeSmart

Home Insurance Policy

## Welcome

Introduction and guide to policy wording

## Building Insurance

What it covers, plus optional extra Accidental Damage (Buildings)

## Contents Insurance

What it covers, plus optional extras Accidental Damage (Contents), Personal Possessions, Bicycle Cover and Student Cover

## Home Assistance Insurance

What it covers and specific conditions

## Legal Expenses Insurance

What it covers and specific conditions

## Definitions

The meaning of important words in this policy

3

## General Exclusions

A list of causes that won't be covered by any of our insurance products

5

## Claims

How to make a claim, our claim conditions and summary of how we settle claims

17

## Payments, Fees, Renewals, Cancellations

How you pay, change your payments and cancel your policy

37

## Complaints

How and who to contact to complain, and how to take your complaint beyond AXA

46

## Important Numbers

Important numbers to call when making a claim or in an emergency

53

## Legal Entities

Information about the companies involved

57

58

60

62

64

65

## Guide to your policy wording

### Information just a click away

To go straight to the section you are interested in simply go to the '[Content page](#)' and click on the [underlined words](#). You will also find '[underlined words](#)' in the document, you can click on these to help you get to key sections quickly as required.






To return to the start of this policy wording just press the 'Go to Content page' link at the bottom of each page.

### Definitions

Throughout the policy wording there are defined words or phrases that have a dotted underline. These are definitions of the policy and have a specific meaning wherever they are used. You can click on these words to jump to the definition of the word or phrase in the [definitions section](#) of this policy where the meaning is explained.

On some occasions definitions will be included in the wording content to make it easier to understand. An example for storm is shown below:

DEFINITION:

 <b>Storm</b> A period of violent weather defined as:	
 Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale.	 Torrential rainfall at a rate of at least 25mm per hour.
 Snow to a depth of at least one foot (30cms) in 24 hours.	 Hail of such intensity that it causes damage to hard surfaces or breaks glass.

### How to read the policy wording

The terms and conditions of your policy will be set up like this:

What your policy covers	What your policy does not cover
The left side explains in detail what you're covered for in each section of the policy wording.	The right side details the circumstances where the left side cover is restricted.

This policy wording contains all of the covers and options we offer. Your schedule will show the home insurance covers and options you have chosen and the cover limits. Please read the policy wording together with your schedule.

### Help

Throughout the policy we will provide additional help in the form of:



#### Important notes:

*These will provide useful information and advice.*



#### What does this mean?

*We will explain some of the more complicated legal language in plain English, providing helpful examples where appropriate.*



#### Top Tips:

*These will be ideas and suggestions to help you get the best from your insurance.*

### Printing

Your policy wording has been designed to be read on screen. You can print it if you prefer, but because it's a long document you may wish to print in black and white, and use the '[Content page](#)' to only print the sections you need.

## Your policy wording

### Things to do while you're insured with us

Now you've chosen AXA here's what you need to do while you're with us to make sure you have the home insurance that's right for you.

#### 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 [good state of repair](#), as not doing so could invalidate your insurance. If we determine that your property hasn't been maintained to a good state of repair, we may refuse to pay any claims, and cancel your policy, giving you 21 days' written notice sent to the last known email address we have for you.

#### 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.

### Keep your details correct and up to date

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 may result in your policy being cancelled as detailed under the [Payments, Fees, Renewals, Cancellations](#) section, or we may refuse to deal with any relevant claims or reduce the amount of any related claim payments.

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 for private residential purposes, other than for clerical business use.
- If your home will be unoccupied.

#### DEFINITION:



#### Unoccupied

Not lived in and not occupied overnight by you or your family for more than 30 consecutive days

- 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 and your family.

Any changes in your circumstances will be subject to eligibility, if you are no longer eligible for this policy we may cancel your policy by giving you 21 days' notice in writing to the last known email address we have for you.

If you are in any doubt please ask us.



#### Top Tip:

With AXA you get a secure area of our website – your [AXA Account](#) – which makes it quick and easy for you to update your policy details yourself without calling us. There is no administration fee for changes you make yourself online, although some changes may result in increase in the cost of your policy.

Changes we make on your behalf that could have been made via your AXA Account will be charged an administration fee of £10.

# Buildings Insurance

This policy wording contains all of the covers and options we offer. Your schedule shows the home insurance covers and options you have chosen and the cover limits. Please read the policy wording together with your schedule.

By choosing buildings insurance, you can rely on us to put things right if your home is damaged – and if that means you can't stay at home, we'll provide a safe place for you and your family to live until your home is repaired.

## How we settle buildings insurance claims:

We will settle claims for loss or damage to your buildings, as long as:

- your buildings have been maintained in [good repair](#);
- your buildings cover limit shown in your schedule is sufficient to cover the full value [? 1](#) of the buildings.

Let us know as soon as possible if the full rebuilding cost of your buildings exceeds the amount shown in your schedule. If the amount shown represents less than the full rebuilding cost we will only pay the amount shown in your schedule. [? 2](#)

We will pay for the reasonable cost of work carried out in repairing or replacing the damaged part of your 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 use the latest planning guidelines when rebuilding homes. For more information see: [www.planningportal.co.uk/info/200135/approved\\_documents](http://www.planningportal.co.uk/info/200135/approved_documents)
- If it is not possible to repair or rebuild the damage to your buildings, or it is uneconomical to do so, we will pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. [? 3](#)
- 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 or what the cost to repair the damage to your buildings would have been. [? 4](#)
- At our option we may arrange for specialist investigations to be carried out, and may appoint an approved supplier.

Any permanent repairs to your buildings made by our approved suppliers are guaranteed for 3 years.

### ★ Important note:

*Matching sets and suites:*

*We treat any individual items of a matching set or suite, for example of sanitaryware (i.e. toilet sink etc.) or other bathroom fittings, as a single item. This means we will pay to replace individual damaged items but not for undamaged companion pieces. If the damaged items cannot be repaired or replaced we will pay up to 50% towards replacing the undamaged companion pieces as well.*

*If a floor covering is damaged beyond repair we will pay to have it replaced. However, we will not pay for undamaged floor coverings in adjoining rooms.*

#### DEFINITION:



### Buildings

When we use the defined word buildings, we mean 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.



Car ports, garages (including garages on nearby sites).



Inspection hatches and covers all supplying your home.



Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used.



Walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas.



Fixed recreational toys and brick built barbecues.



Outbuildings.



External lighting, alarm systems and surveillance equipment, fixed solar heating systems, fixed wind turbines, air and ground source heat pumps, electrical vehicle charging points.



### What does this mean?

1. Full value means the cost of rebuilding if your buildings were completely destroyed. This is not necessarily the market value.
2. It's very important to choose a cover level that is equal to or higher than the rebuild cost of your home. If the cost to repair any damage is more than the chosen cover level, your insurance will not cover the full amount and you'll need to pay all remaining costs.
3. Even if your home is damaged beyond repair, it will still be worth money. Because you own the land and any undamaged buildings, what we pay to settle your claim won't include this value. That way, what you own plus our settlement to you adds up to the full market value of your home before it was damaged.
4. If you want a cash settlement we'll only ensure you are put in the same financial position as you were in before the damage occurred, up to the limits of the policy.

## What your policy covers

Your schedule will show if you have chosen buildings insurance. If you have, it will also show your cover limits.

## What your policy does not cover

- Excess – shown in schedule.
- Items listed under [General Exclusions](#) which apply to the whole policy.
- The exclusions listed in this column. These exclusions relate to the corresponding cover identified in the left column.

## Causes

### What does this mean?

Your policy covers the buildings for loss or damage resulting from the following causes



### 1. Storm

Loss or damage resulting from storm

#### DEFINITION:



Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale.



Torrential rainfall at a rate of at least 25mm per hour.



Snow to a depth of at least one foot (30cms) in 24 hours.



Hail of such intensity that it causes damage to hard surfaces or breaks glass.

### Important note:

Should you have a storm claim and we assess your claim we will consider a number of factors including:



Was there a storm in your area?

We will always talk to you about the damage as well as look at the weather conditions in the area. Where we are able to obtain local weather reports, we will take into account the distance of your home from any weather stations before making a decision.



Is the damage caused by the storm?



Was there any contributory impact to the level of damage due to poor maintenance?

To help assess your claim, we may send a surveyor, supplier or claims expert to your home to inspect the damage if necessary. This will be at our discretion, as it may not be necessary for every case.

Loss or damage:



to gates, hedges or fences;



to drives, patios and paths unless your home has been damaged at the same time and by the same cause;



to radio or television aerials or satellite dishes.

### Important note:

Well maintained homes are only damaged by the most extreme weather conditions – so damage caused by normal weather is not covered by your home insurance. It's therefore important to take care of your home and make sure it's kept in a [good state of repair](#).

In particular, having blocked or broken gutters and down-pipes, or loose or damaged roof tiles could affect your cover should you have a loss. Any areas that are difficult to inspect or repair safely, you should use a building expert to do this for you.

## What your policy covers



### 2. Flood

Loss or damage resulting from flood.



#### Top Tip:

If your home is at risk of flooding, here are simple things you can do to reduce damage:

- Take all valuables upstairs, or keep in a safe, high place.
- Turn off electricity, water and gas at the main source.
- Disconnect all electrical appliances.

If you live in an area which is prone to flooding, it's a good idea to take further steps to protect your home. Please contact your local Environment Agency for advice, or you can call Floodline on

 **0345 988 1188.**

 Flood info for England: <https://flood-warning-information.service.gov.uk/>

 Flood info for Wales: <https://naturalresources.wales/flooding?lang=en>

 Flood info for Scotland: <http://www.sepa.org.uk/>

## What your policy does not cover

Loss or damage:



to gates, hedges or fences;



to drives, patios and paths unless your home has been damaged at the same time and by the same cause.

## What your policy covers

## What your policy does not cover



## 3. Escape of water

Loss or damage resulting from escape of water.

- Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or fixed domestic water, drainage or heating installation.
- 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.

**Top Tip:**

*One of the biggest risks is water damage occurring when you are away during the winter when pipes can freeze and burst causing large amounts of damage. You can take steps yourself to avoid this by keeping your central heating on low so your pipes do not freeze.*

*If you prefer to turn your heating off, then the best way to avoid your pipes bursting as a result of a freeze and thaw would be to at least switch off the water where it enters your house, and you could also drain your central heating system before you leave.*

Loss or damage:

- to the fittings, installation and 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.

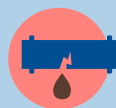
The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy wording.

**Top Tip:**

*For example a pipe damaged while you are doing DIY is only covered if you have purchased accidental damage cover.*

**Important note:**

*Water leak claims can occur when seals around your bath or shower have worn away, and pipes can burst because they have worn out. When this happens we will pay for the damage caused by the water but not repairs to the source of the leak.*



## 4. Escape of oil

Loss or damage resulting from escape of oil.

- 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.
- 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.

Loss or damage:

- to the fittings, installation and 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.

The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy wording.



## What your policy covers



### 5. Fire, smoke, explosion, lightning or earthquake

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

#### ★ Important note:

*Please remain aware of increased fire risks including: unattended kitchens when you're cooking, chip pans, unattended candles and cigarettes, electric blankets and overloaded plug sockets.*

*Smoke alarms save many lives and significant amounts of damage. It's not a requirement of your cover to have a smoke alarm, but if fitted check them regularly to ensure they are still working.*

## What your policy does not cover



Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.



### 6. Theft or attempted theft ?

Loss or damage resulting from theft or attempted theft.

#### ? What does this mean?

*If thieves break into your home we will cover the repair of structural damage caused - like a broken window or door, also if parts of your buildings or their fixtures and fittings are stolen it would be covered by this section.*

*Please note that theft of contents from the home is only covered if contents insurance has been chosen. Please check your schedule to see if you have bought this cover.*

Loss or damage while your home is unoccupied or unfurnished.

#### 💡 Top Tip:

*Many thefts are committed by so-called 'opportunist' criminals. Don't make it easy for them! Homes, garages and sheds are significantly more likely to be burgled if doors and windows are not locked and secured.*

*When you go away on holiday you can make it look like you're still at home. Ask a neighbour to pick up your mail, cancel any regular deliveries, and put lights on a timer.*



### 7. Malicious acts or vandalism

Loss or damage resulting from malicious acts or vandalism

Loss or damage:

- 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.

## What your policy covers



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

Loss or damage resulting from riot, civil commotion, strikes, labour and political disturbances.



#### Important note:

For riot the Police must be informed within 45 days.



### 9. Subsidence or ground heave of the site on which the building stands or landslip

Loss or damage resulting from subsidence or ground heave of the site on which the building stands, or landslip.

#### DEFINITIONS:



#### 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.



#### Heave

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



#### Landslip

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

## What your policy does not cover

Loss or damage:



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 settlement, shrinkage or expansion;

#### DEFINITION:



#### Settlement

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



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; ★



#### Important note:

You should let us know when you are making structural changes to your home as to not do so could invalidate your policy.

Continued over page

## What your policy covers



### 9. Subsidence or ground heave of the site on which the building stands or landslip (continued)

## What your policy does not cover

Loss or damage:



caused by coastal or river bank erosion;



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

#### ⭐ Important note:

*If your home has been damaged by settlement, you should contact the company providing warranty cover for your home. For new homes this is usually NHBC <http://www.nhbc.co.uk/homeowners>. For other building work, you should contact your builder.*



### 10. Collision by road vehicles, aircraft, aerial devices, or rail vehicles (or anything dropped from them) or animals

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





#### ⭐ Important note:

*In the event of a claim please take photos of the damage caused and obtain the contact details, and vehicle registration if relevant, of the third party involved. This will not affect your ability to claim if you don't have this information.*



Loss or damage caused by your domestic pets.

What your policy covers	What your policy does not cover
<div data-bbox="85 178 206 296" data-label="Image"> </div> <p data-bbox="230 225 557 252"><b>11. Fallen trees or branches</b></p> <p data-bbox="85 320 640 347">Loss or damage resulting from fallen trees or branches.</p>	<ul data-bbox="1137 320 2114 379" style="list-style-type: none"> <li>Loss or damage caused during tree felling, lopping or topping.</li> <li>The cost of removing fallen trees or branches that have not caused damage to the <u>buildings</u>. <span data-bbox="2085 352 2114 373">?</span></li> </ul> <div data-bbox="1144 405 2145 549" data-label="Text"> <p data-bbox="1151 427 1435 454"><b>? What does this mean?</b></p> <p data-bbox="1196 464 2069 517"><i>Unless the fallen tree or branch has caused damage to the <u>buildings</u> there is no cover for the removal of the fallen items.</i></p> </div>
<div data-bbox="85 580 206 699" data-label="Image"> </div> <p data-bbox="230 630 981 657"><b>12. Aerials, satellite dishes, telegraph poles or electricity pylons</b></p> <p data-bbox="85 726 1050 778">Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.</p>	<p data-bbox="1128 726 2136 753">Loss or damage to the aerial or satellite dish unless <u>you</u> are covered under <a href="#">contents insurance cause 12</a>.</p>
<p data-bbox="454 831 739 858"><b>What your policy covers</b></p> <p data-bbox="533 946 660 973"><b>Covers</b> <span data-bbox="631 951 660 971">?</span></p>	<p data-bbox="1447 831 1830 858"><b>What your policy does not cover</b></p> <div data-bbox="1144 884 2145 1027" data-label="Text"> <p data-bbox="1151 906 1435 933"><b>? What does this mean?</b></p> <p data-bbox="1196 943 2107 995"><i>The following covers are included within your overall limit (unless a different limit or sub limit is highlighted):</i></p> </div>
<div data-bbox="85 1056 206 1174" data-label="Image"> </div> <p data-bbox="230 1106 658 1133"><b>13. Architects fees / debris clearance</b></p> <p data-bbox="85 1217 1090 1270">Following a valid claim for damage under <u>buildings causes 1-12</u> shown earlier in this section, <u>we</u> will also pay:</p> <ul data-bbox="94 1279 1093 1390" style="list-style-type: none"> <li>architects, surveyors, consulting engineers and legal fees.</li> <li>the cost of clearing debris from the site or demolishing or shoring up the <u>buildings</u>.</li> <li>the cost to comply with government or local authority requirements but not if the order predates the loss or damage.</li> </ul>	


What your policy covers	What your policy does not cover
 <p><b>14. Emergency services forced entry – buildings / gardens</b></p> <p>Loss or damage to the <u>buildings</u>, or the <u>gardens of your home</u> caused when the fire, police or ambulance service has to force an entry to the <u>buildings</u> because of an emergency or perceived emergency involving <u>you</u> or <u>your family</u>.</p>	
 <p><b>15. Moving home</b></p> <p>If <u>you</u> have contracted to sell <u>your home</u> the purchaser shall have the full protection of <u>your policy</u> in respect of the <u>buildings</u> up to the date of completion of the purchase as long as <u>your home</u> is not covered by any other insurance.</p>	
 <p><b>16. Keys &amp; locks</b></p> <p>If <u>your keys</u> are lost or stolen we will pay up to the limit on <u>your schedule</u> for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>• external doors and windows of the <u>home</u> (but not to <u>garages</u> or <u>outbuildings</u>);</li> <li>• a safe within the <u>home</u>;</li> <li>• an alarm protecting the <u>home</u>.</li> </ul>	
 <p><b>17. Alternative accommodation</b></p> <p>We will pay <u>you</u> up to the limit on <u>your schedule</u> for any one claim for the reasonable cost of alternative accommodation for <u>you</u>, <u>your family</u> and <u>your domestic pets</u> when <u>your home</u> cannot be lived in due to loss or damage by <u>buildings causes 1–12</u> earlier in this section.</p>	

## What your policy covers

## What your policy does not cover

18. Property owners' liability  **Important note:**

If you receive a letter from a solicitor about a property owners liability claim being made against you, please take the following steps:

- Don't reply to the letter, take any blame or reach any agreement with those holding you responsible for injury or damage to their property
- Call us on  **0330 024 8086** as soon as you can
- Send us as soon as you can the letter, plus any related claim form, application notice, legal document or other correspondence sent to you or your family

We'll investigate the claim, and keep you updated.

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

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

Under this section we do not cover your liability as occupier of the property, but this is provided with [contents insurance](#).

We will cover your legal liability during the period of insurance to pay damages and claimants' costs and expenses (agreed by us in writing) up to the limit shown on your schedule for:

- accidental death, bodily injury or illness of any person who is not a family member residing with you or an employee of either you or your family;
- accidental loss of or damage to property not belonging to or in custody or control of you or your family.

Arising from:

- a) your ownership (but not it's occupation) of the buildings during the period of insurance, or;
- b) defective work carried out by you, your family or on your behalf to any private residence within the United Kingdom which you or your family sold before the bodily injury or damage occurred.

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

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

- 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;

Any liability which is covered under a more specific policy.


## Accidental damage (buildings) 1

Accidental damage (buildings) is an optional section you can add to your buildings insurance. It provides extra protection in case any damage is caused by accident to the permanent fixtures and fabric of your home.

This policy wording contains all of the covers and options we offer. Your schedule shows the home insurance covers and options you have chosen and the cover limits. Please read the policy wording together with your schedule.

### Important note:

1. You are **not covered** for accidental damage to buildings **unless** you add this section. Your schedule will show if you have purchased this option.

Accidental damage (buildings) cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on  **0330 024 1235**.

### What your policy covers

- a) Accidental damage or loss to the buildings including accidental breakage of:




fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;



fixed ceramic hobs and ceramic tops of fixed cookers;



fixed sanitaryware and bathroom fittings.  2

### Important note:

2. Matching sets and suites:

*We treat any individual items of a matching set or suite, for example of sanitaryware (i.e. toilet sink etc.) or other bathroom fittings, as a single item. This means we will pay to replace individual damaged items but not for undamaged companion pieces. If the damaged items cannot be repaired or replaced we will pay up to 50% towards replacing the undamaged companion pieces as well.*


*If a floor covering is damaged beyond repair we will pay to have it replaced. However, we will not pay for undamaged floor coverings in adjoining rooms.*

- b) 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. We will also pay 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, up to the limit shown on the schedule.

### What your policy does not cover

Any loss or damage specifically excluded under buildings [causes 1-12](#) and [covers 13-18](#) in the building section.

In addition accidental damage or loss:

- a) to gates, hedges and fences;
- b) by mechanical or electrical breakdown or failure; 
- c) by chewing, scratching, tearing or fouling by your domestic pets;
- d) by infestation, chewing, scratching, tearing or fouling by insects or vermin;

DEFINITION:



#### Vermin

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

- e) to drives, patios and paths unless your home has been damaged at the same time and by the same cause;
- f) by or arising from faulty workmanship, defective design or use of defective materials (see important note on the next page);
- g) by frost.

### What does this mean?

*We are unable to provide cover for items which have suffered mechanical or electrical breakdown or which have suffered natural and inevitable failure due to wear and tear. You may find that if the item is still under warranty the item may be covered for repair or replacement.*

Continued over page

## What your policy covers

## What your policy does not cover

Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains. ★

If it is discovered that the cause is not accidental damage then unless one of the [causes 1-12](#) shown earlier in this policy wording is operative there will be no cover.

★ **Important note:**

*Defective Materials:*

*Some construction methods in the past were allowed to use defective materials that were likely to wear out naturally, and sometimes quickly, over time. An example of this is with drains where pitch fibre was used in their construction. If this happens the defective materials will not be covered under your policy. However, there are more specific insurance policies available to protect you against this risk.*



# Contents Insurance

This policy wording contains all of the covers and options we offer. Your schedule shows the home insurance covers and options you have chosen and the cover limits. Please read the policy wording together with your schedule.

By choosing contents insurance, you can rely on us to put things right if any of your contents are damaged. If that means you can't stay at home after a loss, we'll provide a safe place for you and your family to live until your home is repaired.

#### DEFINITION:



#### 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.

#### How we settle contents insurance 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 limits shown on your schedule 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 will settle claims for loss or damage to items which are beyond economic repair on a new for old basis as long as:

- the contents have been maintained in [good repair](#);
- the items being claimed for are within limits detailed in the schedule;

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. [?](#) 1

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.

It is important to make sure the full replacement value of your contents, including valuables, does not exceed the amount shown in your schedule because in the event of a claim, the maximum amount we will pay is the amount shown in your schedule. [?](#) 2

At our option we may arrange for specialist investigations to be carried out, and may appoint an approved supplier.

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

The following section details the causes, which are the covered events that could occur and lead to a claim, and covers are additional items and benefits that are provided following a claim.

#### [?](#) What does this mean?

1. Sometimes, to help put things right faster, we'll give you an immediate cash payment before we fully settle your claim. This advance payment will be included in the total amount we pay to settle your claim.
2. To avoid being under-insured, it's important to choose a contents insurance cover level that is equal to or higher than the value of your contents. If you believe that the full replacement value of your contents, including valuables, exceeds the amount shown in your schedule, please call us.

#### [★](#) Important note:

*Matching Sets and suites:*

*We treat any individual items of a matching set or suite, for example of furniture (sofa, arm-chair etc.) or a dinner set, as a single item. This means we will pay to replace individual damaged items but not for undamaged companion pieces. If the damaged items cannot be repaired or replaced we will pay up to 50% towards replacing the undamaged companion pieces as well.*

*If a floor covering is damaged beyond repair we will pay to have it replaced. However, we will not pay for undamaged floor coverings in adjoining rooms.*

## What your policy covers

Your schedule will show if you have chosen contents insurance. If you have, it will also show your cover limits.

To settle a contents insurance claim, we will pay up to the following limits:

- contents limit;
- total valuables limit; 🌟 1
- single valuable limit. 🌟 1

There are specific limits for each of the [covers 13-26](#). These can be found in your schedule.

### 🌟 Important note:

1. The single valuable limit and total valuables limit are part of your contents limit – not on top of it. You can see your chosen contents limits in your schedule.

#### DEFINITION:



#### Valuables

Jewellery, articles containing gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps, coins and medals.



#### Business equipment

Equipment used solely for business use for example computers, tablets, e-readers, mobile phones, monitors, printers, word processing equipment and computer aided design equipment, photocopiers, telecommunication equipment and office furniture. This does not include any property held as trade stock.



#### 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.



#### 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.

## What your policy does not cover

- a) Excess – shown in schedule.
- b) Items listed under [General Exclusions](#) which apply to the whole policy.
- c) The exclusions listed in this column. These exclusions relate to the corresponding cover identified in the left column.
- d) Vehicles or craft.
- e) Bicycles. 🌟 2
- f) Any living creature.
- g) Property mainly used for business, trade, profession or employment purposes other than [business equipment](#).

### 🌟 Important note:

2. Bicycles are not covered by the contents insurance section, you will need to add the [bicycle cover option](#).

#### DEFINITION:



#### Vehicles or craft



Electrically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bike and children's quad bikes.



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.



Trailers, carts, wagons, caravans and horse boxes



Parts, spares and accessories (including keys and key fobs) for any of the items described in the boxes above and left.

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.
- Bicycles and electrically powered bicycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

## What your policy covers

## What your policy does not cover

### Causes

### What does this mean?

Your policy covers the contents for loss or damage resulting from the following causes



### 1. Storm

Loss or damage resulting from storm.

#### DEFINITION:



Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale.



Torrential rainfall at a rate of at least 25mm per hour.



Snow to a depth of at least one foot (30cms) in 24 hours.



Hail of such intensity that it causes damage to hard surfaces or breaks glass.

#### Important note:

Should you have a storm claim and we assess your claim we will consider a number of factors including:



16

Was there a storm in your area?

We will always talk to you about the damage as well as look at the weather conditions in the area. Where we are able to obtain local weather reports, we will take into account the distance of your home from any weather stations before making a decision.



Is the damage caused by the storm?



Was there any contributory impact to the level of damage due to poor maintenance?

To help assess your claim, we may send a surveyor, supplier or claims expert to your home to inspect the damage if necessary. This will be at our discretion, as it may not be necessary for every case.



Loss or damage to radio or television aerials or satellite dishes.

#### Important note:

Well maintained homes are only damaged by the most extreme weather conditions – so damage caused by normal weather is not covered by your home insurance. It's therefore important to take care of your home and make sure it's kept in a good state of repair.

In particular, having blocked or broken gutters and down-pipes, or loose or damaged roof tiles could affect your cover should you have a loss. Any areas that are difficult to inspect or repair safely, you should use a building expert to do this for you.

## What your policy covers



### 2. Flood

Loss or damage resulting from flood.



#### Top Tip:

If your home is at risk of flooding, here are simple things you can do to reduce damage:

- Take all valuables upstairs, or keep in a safe, high place.
- Turn off electricity, water and gas at the main source.
- Disconnect all electrical appliances.

If you live in an area which is prone to flooding, it's a good idea to take further steps to protect your home. Please contact your local Environment Agency for advice, or you can call Floodline on

 **0345 988 1188.**

 Flood info for England: <https://flood-warning-information.service.gov.uk/>

 Flood info for Wales: <https://naturalresources.wales/flooding?lang=en>

 Flood info for Scotland: <http://www.sepa.org.uk/>

## What your policy does not cover



### 3. Escape of water

Loss or damage resulting from escape of water. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or fixed domestic water, drainage or heating installation.



#### Top Tip:

One of the biggest risks is water damage occurring when you are away during the winter when pipes can freeze and burst causing large amounts of damage. You can take steps yourself to avoid this by keeping your central heating on low so your pipes do not freeze.

If you prefer to turn your heating off, then the best way to avoid your pipes bursting as a result of a freeze and thaw would be to at least switch off the water where it enters your house, and you could also drain your central heating system before you leave.

Loss or damage:

- 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.



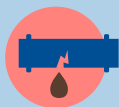
#### Important note:

Water leak claims can occur when seals around your bath or shower have worn away, and pipes can burst because they have worn out. When this happens we will pay for the damage caused by the water but not repairs to the source of the leak.

The breakdown of your boiler is not be covered under this section. However cover is available for boiler breakdown if you have chosen the [Home Assistance](#) section of this policy

## What your policy covers

## What your policy does not cover



### 4. Escape of oil

Loss or damage resulting from escape of oil. 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.

Loss or damage:

- 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.



### 5. Fire, smoke, explosion, lightning or earthquake

Loss or damage resulting from fire, smoke, explosion, lightning or earthquake.



#### Important note:

*Please remain aware of increased fire risks including: unattended kitchens when you're cooking, chip pans, unattended candles and cigarettes, electric blankets and overloaded plug sockets*

*Smoke alarms save many lives and significant amounts of damage. It's not a requirement of your cover to have a smoke alarm, but if fitted check them regularly to ensure they are still working.*



Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.



### 6. Theft or attempted theft

Loss or damage resulting from theft or attempted theft.



#### Top Tip:

*Many thefts are committed by so-called 'opportunist' criminals. Don't make it easy for them! Homes, garages and sheds are significantly more likely to be burgled if doors and windows are not locked and secured.*

*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 timer on lights if you have them.*

*Garages and sheds are attractive to criminals as they are easier to break in to and often contain items that thieves target such as tools or golf clubs. Locking garages and sheds is another important step to minimising the risk of theft.*

Loss or damage:

- 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 or violent entry to or exit from the home;
- caused by you, your family, lodgers, paying guests or tenants.

## What your policy covers

## What your policy does not cover



### 7. Malicious acts or vandalism

Loss or damage resulting from malicious acts or vandalism.

Loss or damage:

- 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

Loss or damage resulting from riot, civil commotion, strikes, labour and political disturbances.



#### Important note:

For riot the Police must be informed within 45 days.



### 9. Subsidence or ground heave of the site on which the building stands or landslip

Loss or damage resulting from subsidence or ground heave of the site on which the building stands, or landslip.

Loss or damage:



due to settlement, shrinkage or expansion;

#### DEFINITIONS:



#### 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.



#### Heave

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



#### Landslip

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



#### DEFINITION:

#### Settlement

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

Continued over page

## What your policy covers



### 9. Subsidence or ground heave of the site on which the building stands or landslip (continued)

## What your policy does not cover

Loss or damage:



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. ★



#### Important note:

If your home has been damaged by settlement, you should contact the company providing warranty cover for your home. For new homes this is usually NHBC <http://www.nhbc.co.uk/homeowners>. For other building work, you should contact your builder.



### 10. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

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









#### Important note:





In the event of a claim please take photos of the damage caused and obtain the contact details, and vehicle registration if relevant, of the third party involved. This will not affect your ability to claim if you don't have this information.






Loss or damage caused by your domestic pets.

What your policy covers	What your policy does not cover
 <p><b>11. Fallen trees or branches</b></p> <p>Loss or damage resulting from fallen trees or branches</p>	<ul style="list-style-type: none"> <li>Loss or damage caused during tree felling, lopping or topping.</li> <li>The cost of removing fallen trees or branches that have not caused damage.</li> </ul>
 <p><b>12. Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.</b></p> <p>Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by mechanical or electrical breakdown or failure;</li> <li>caused by or in the process of cleaning, maintenance, repair or dismantling;</li> <li>to equipment not in or attached to the <u>buildings</u>.</li> </ul>
<p style="text-align: center;"><b>Covers</b> </p>	<p> <b>What does this mean?</b></p> <p><i>Covers are the services we can offer when settling a claim on this part of the policy wording. Some covers may have their own limits, which will be shown on the schedule.</i></p>
 <p><b>13. Emergency services forced entry – contents</b></p> <p>Loss or damage to the <u>contents</u> caused when the fire, police or ambulance service has to force an entry to the <u>buildings</u> because of an emergency or perceived emergency involving <u>you</u> or <u>your family</u>.</p>	
 <p><b>14. Keys &amp; locks</b></p> <p>If <u>your</u> keys are lost or stolen we will pay up to the limit on <u>your</u> schedule for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>external doors and windows of the <u>home</u> (but not to garages or <u>outbuildings</u>);</li> <li>a safe within the <u>home</u>;</li> <li>an alarm protecting the <u>home</u>.</li> </ul>	



What your policy covers	What your policy does not cover
 <p><b>15. Credit card liability</b></p> <p>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 to the limit on your schedule.</p>	
 <p><b>16. Documents</b></p> <p>We will pay you up to the limit on your schedule for any one claim for loss or damage, by contents causes 1-12 earlier in this section, to documents (other than money) whilst:</p> <ul style="list-style-type: none"> <li>• Within the main building of the home; or</li> <li>• Deposited in a bank safe deposit or solicitor's strong room anywhere in the world.</li> </ul>	<p>We will not pay for:</p> <ul style="list-style-type: none"> <li>• documents more specifically insured by any other insurance;</li> <li>• documents mainly used for business, trade, profession or employment purposes;</li> <li>• lottery or raffle tickets.</li> </ul>
 <p><b>17. Digital assets</b></p> <p>We will pay you up to the limit on your schedule for any one claim for the cost of replacing information lost or damaged as a result of contents causes 1-12 earlier in this section, which you have purchased and stored on your home entertainment equipment and / or mobile phones.</p>	
 <p><b>18. Contents in garages and outbuildings</b></p> <p>We will pay you up to the limit on your schedule for any one claim for loss or damage by contents causes 1-12 earlier in this section, to contents contained within garages and outbuildings of the home.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to valuables, money or bicycles;</li> <li>• while the home is unoccupied or unfurnished.</li> </ul>

What your policy covers	What your policy does not cover
 <p><b>19. Contents in the garden</b></p> <p>We will pay you up to the limit on your schedule for any one claim for loss or damage by contents <a href="#">causes 1-12</a> earlier in this section, to contents (including plants, bushes, shrubs and trees) when in the open within the boundaries of the land belonging to the home</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to valuables, money, business equipment and bicycles;</li> <li>to plants, trees and shrubs caused by storm or flood;</li> <li>while the home is unoccupied or unfurnished.</li> </ul>
 <p><b>20. Alternative accommodation</b></p> <p>We will pay you up to the limit on your schedule 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 <a href="#">causes 1-12</a> earlier in this section, to contents temporarily removed from your home to the alternative accommodation where you, your family and your domestic pets are residing.</p>	<p>In the event that contents are temporarily removed from your home to alternative accommodation, we will not cover you for loss or damage:</p> <ul style="list-style-type: none"> <li>by theft unless it involves forcible or violent entry to or exit from a building;</li> <li>from a caravan, mobile home or motor home;</li> <li>outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons;</li> <li>to business equipment.</li> </ul>
 <p><b>21. Emergency cash advance</b></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 on your schedule for any one claim. The amount we pay is included within the contents limit and is not in addition to it.</p>	

What your policy covers	What your policy does not cover
<div data-bbox="85 178 203 295"> </div> <p data-bbox="230 228 414 252"><b>22. Frozen food</b></p> <p data-bbox="85 339 1048 448">We will pay you up to the limit on your schedule for any one claim for loss or damage to food in the fridge or freezer which is made inedible by a change in the temperature or contamination by refrigerant or refrigerant fumes. The fridge or freezer must be in the <u>home</u> and owned by or the responsibility of <u>you</u> or <u>your family</u>.</p>	<p data-bbox="1131 339 1299 363">Loss or damage:</p> <ul data-bbox="1131 395 1951 451" style="list-style-type: none"> <li>▪ resulting from the deliberate act of <u>you</u>, <u>your family's</u> or an electricity supplier;</li> <li>▪ to food mainly used for business, trade, profession or employment purposes.</li> </ul>
<div data-bbox="85 477 203 593"> </div> <p data-bbox="230 523 564 547"><b>23. Visitors' personal effects</b></p> <p data-bbox="85 635 1055 691">We will pay you up to the limit on your schedule for any one claim for loss or damage by <u>contents causes 1-12</u> earlier in this section, to visitors' <u>personal effects</u> whilst contained within the <u>home</u>.</p>	<p data-bbox="1131 635 1299 659">Loss or damage:</p> <ul data-bbox="1131 691 1599 746" style="list-style-type: none"> <li>▪ to <u>valuables</u> or <u>money</u>;</li> <li>▪ specifically excluded under contents cover.</li> </ul>
<div data-bbox="85 775 203 892"> </div> <p data-bbox="230 826 1055 850"><b>24. Religious festivals, weddings, civil partnerships and special events.</b></p> <p data-bbox="85 938 1048 994">We will pay you up to the limit on your schedule for any one claim for loss or damage to gifts and provisions for 30 days before and 30 days after:</p> <ul data-bbox="85 1010 999 1313" style="list-style-type: none"> <li data-bbox="85 1010 501 1098"> <div data-bbox="91 1015 174 1098"> </div> <p>a recognised religious festival;</p> </li> <li data-bbox="85 1121 696 1209"> <div data-bbox="91 1126 174 1209"> </div> <p><u>you</u> or <u>your family's</u> wedding or civil partnership;</p> </li> <li data-bbox="85 1233 999 1313"> <div data-bbox="91 1238 174 1321"> </div> <p><u>you</u> or <u>your family's</u> organised special event (such as a birthday or anniversary).</p> </li> </ul>	

## What your policy covers


## What your policy does not cover



### 25. Liability to domestic staff

#### Important note:

*If you receive a letter from a solicitor about a liability claim being made against you, please take the following steps:*

- *Don't reply to the letter, take any blame or reach any agreement with those holding you responsible for injury or damage to their property*
- *Call us on  0330 024 8086 as soon as you can*
- *Send us as soon as you can the letter, plus any related claim form, application notice, legal document or other correspondence sent to you or your family*

*We'll investigate the claim, and keep you updated.*

We will pay costs including expenses up to the limit on your schedule that you or your family become legally liable to pay as compensation (agreed by us in writing) to your domestic staff during the period of insurance as a result of:

- accidental death;
- bodily injury;
- illness.

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:

- carried in or on any vehicles or craft;
- entering, getting onto or getting off any vehicles or craft where such bodily injury or illness (including death) is caused by or arises out of you or your family's use of any vehicles or craft.

## What your policy covers

## What your policy does not cover



### 26. Tenants' liability ★

#### ★ Important note:

*If you receive a letter from a solicitor about a liability claim being made against you, please take the following steps:*

- *Don't reply to the letter, take any blame or reach any agreement with those holding you responsible for injury or damage to their property*
- *Call us on 📞 0330 024 8086 as soon as you can*
- *Send us as soon as you can the letter, plus any related claim form, application notice, legal document or other correspondence sent to you or your family*

*We'll investigate the claim, and keep you updated.*

We will pay costs including expenses up to the limit on your schedule that you or your family become legally liable to pay as a tenant (agreed by us in writing) as a result of:

- a) damage to the buildings by contents [causes 1–12](#) earlier in this section;
- b) accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home;
- c) accidental breakage of:
  - 1) fixed glass in:
    - i) windows;
    - ii) doors;
    - iii) fanlights;
    - iv) skylights;
    - v) greenhouses;
    - vi) conservatories;
    - vii) verandas.
  - 2) fixed ceramic hobs or hob covers;
  - 3) fixed sanitaryware and bathroom fittings.

## What your policy covers


## What your policy does not cover



### 27. Occupiers' and public liability

#### Important note:

If you receive a letter from a solicitor about an occupiers' and public liability claim being made against you, please take the following steps:

- Don't reply to the letter, take any blame or reach any agreement with those holding you responsible for injury or damage to their property
- Call us on  **0330 024 8086** as soon as you can
- Send us as soon as you can the letter, plus any related claim form, application notice, legal document or other correspondence sent to you or your family

We'll investigate the claim, and keep you updated.

Most commonly, the person who lives in the home (whether they own it or are a tenant) will be held responsible for liabilities that happen in the home or on its land. Occupiers' and public liability cover protects you and everyone who lives with you in case you injure anyone or damage their property in or away from your home.

Under this section we do not cover your liability as owner of the buildings, but this is provided with [buildings insurance](#).

We will cover your legal liability incurred during the period of insurance to pay damages and claimants' costs and expenses (agreed by us in writing) up to the limit shown on your schedule for accidental:

- 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.

...arising from:

- 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.

Legal liability to pay compensation or costs arising from:

- any business, trade, profession or your 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)

Accidental damage (contents) is an optional section you can add to your contents insurance. It provides extra protection to the belongings in your home.



**Important note:**

You are **not** covered for accidental damage to contents **unless** you add this section. Your schedule will show if you have purchased this option.

Accidental damage (contents) cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on 📞 **0330 024 1235**.

For cover in case of accidental damage away from home, you can also add [personal possessions cover](#).

## What your policy covers

## What your policy does not cover



### 1. Accidental damage at home

We will pay for accidental damage or loss of contents while they are in the home.



**What does this mean?**

Contents insurance is there to protect your household items against loss or damage due to an insured event. We're unable to provide cover for items which have suffered mechanical or electrical breakdown or which have suffered natural and inevitable failure due to wear and tear. You may find that if the item is still under warranty the item may be covered for repair or replacement.




**Important note:**

Matching sets and suites:

We treat any individual items of a matching set or suite, for example of furniture (sofa, arm chair etc.) or a dinner set, as a single item. This means we will pay to replace individual damaged items but not for undamaged companion pieces. If the damaged items cannot be repaired or replaced we will pay up to 50% towards replacing the undamaged companion pieces as well. If a floor covering is damaged beyond repair we will pay to have it replaced. However, we will not pay for undamaged floor coverings in adjoining rooms.

Any loss or damage specifically excluded under contents [causes 1-12](#) and [covers 13-26](#).

Accidental damage or loss:

- a) by mechanical or electrical breakdown or failure; 
- b) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
- c) by chewing, scratching, tearing or fouling by your domestic pets;
- d) caused by infestation, chewing, scratching, tearing or fouling by insects or vermin;

DEFINITION:



**Vermin**

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

- e) to computers or computer equipment by:
  - 1) accidental loss or mislaying or misfiling of documents or records;
  - 2) viruses;
  - 3) contamination;
  - 4) 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.
- f) arising from the cost of remaking any film, disc or tape or the value of any information contained on it;
- g) to food, drink or plants;
- h) while the home is unoccupied or unfurnished;
- i) specifically covered under contents [causes 1-12](#).

What your policy covers	What your policy does not cover
<div data-bbox="91 181 199 296"> </div> <p data-bbox="232 228 439 252"><b>2. House removal</b></p> <p data-bbox="87 339 1077 421">Accidental damage or loss to <u>contents</u> while being removed by professional removal contractors, from the <u>home</u> to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p data-bbox="1133 339 1402 363">Accidental damage or loss:</p> <ul data-bbox="1133 395 2145 600" style="list-style-type: none"> <li>▪ to <u>money</u>;</li> <li>▪ to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors;</li> <li>▪ to jewellery;</li> <li>▪ during sea transit;</li> <li>▪ whilst the <u>contents</u> are in storage;</li> <li>▪ caused by mechanical or electrical breakdown or failure.</li> </ul>
<div data-bbox="91 625 199 740"> </div> <p data-bbox="232 671 501 695"><b>3. Domestic heating oil</b></p> <p data-bbox="87 783 1032 839">We will pay up to the limit on <u>your</u> schedule for any one claim for accidental loss of domestic heating oil.</p>	<p data-bbox="1133 783 1301 807">Loss or damage:</p> <ul data-bbox="1133 839 1883 895" style="list-style-type: none"> <li>▪ while your <u>home</u> is <u>unoccupied</u> or <u>unfurnished</u>;</li> <li>▪ resulting from a deliberate act by <u>you</u>, <u>your family</u> or the utility supplier.</li> </ul>
<div data-bbox="91 922 199 1037"> </div> <p data-bbox="232 968 434 992"><b>4. Metered water</b></p> <p data-bbox="87 1080 891 1104">We will pay up to the limit for any one claim for accidental loss of metered water.</p>	<p data-bbox="1133 1080 1301 1104">Loss or damage:</p> <ul data-bbox="1133 1136 1883 1192" style="list-style-type: none"> <li>▪ while your <u>home</u> is <u>unoccupied</u> or <u>unfurnished</u>;</li> <li>▪ resulting from a deliberate act by <u>you</u>, <u>your family</u> or the utility supplier.</li> </ul>




# Personal possessions

Personal possessions is a cover option you can add to your contents insurance. It provides protection to your belongings when away from your home.



**Important note:**

You are **not** covered for personal possessions **unless** you add this section. Your schedule will show if you have purchased this option.

Personal possessions cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on  **0330 024 1235**.

What your policy covers	What your policy does not cover
-------------------------	---------------------------------

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.

We will pay you up to the limit shown in your schedule for any one claim.



**Important note:**

Although you choose a specific personal possessions cover limit, please note that this is included within the contents limits and not in addition to it.



## 1. Loss or damage to personal effects, valuables and money...

...Belonging to you and your family when:

- a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or;
- b) anywhere in the world for up to 60 days during any period of insurance as shown in your schedule.

**DEFINITIONS:**



**Valuables**

Jewellery, articles containing gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps, coins and medals.



**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.



**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.

- a) excess – shown in schedule;
- b) loss or damage:
  - 1) arising from the cost of remaking any film, disc or tape or the value of any information held on it;
  - 2) caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
  - 3) caused by chewing, scratching, tearing or fouling by your domestic animals;
  - 4) caused by infestation, chewing, scratching, tearing or fouling by insects or vermin;

**DEFINITION:**



**Vermin**

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

- 5) 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;
- 6) to items not in the care, custody or control of you, or your family;
- 7) caused by theft or attempted theft from an unlocked hotel room;
- 8) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming;
- 9) by mechanical or electrical breakdown or failure;

Continued over page

## What your policy covers

## What your policy does not cover



### 1. Loss or damage to personal effects, valuables and money *(continued)*

- 10) caused to vehicles or craft;
- 11) 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 10) above;
- 12) to any property mainly used for the purpose of business, trade, profession or employment other than business equipment;
- 13) to plants or any living creature;
- 14) to documents;
- 15) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable;
- 16) specifically covered elsewhere in this policy wording;
- 17) to computers or computer equipment by:
  - i) accidental loss or mislaying or misfiling of documents or records;
  - ii) viruses;
  - iii) contamination.
- 18) to lottery tickets and raffle tickets;
- 19) to bicycles;
- 20) 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.



### 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.


## Bicycle cover



Bicycle cover is a cover option you can add to your contents insurance. It provides protection for your bicycles at and away from your home.



**Important note:**

You are **not** covered for bicycle cover **unless** you add this section. Your schedule will show if you have purchased this option.

Bicycle cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on  **0330 024 1235**.

What your policy covers	What your policy does not cover
<p>Loss or damage to bicycles and their accessories, bicycle tools and cycling armour and guards belonging to you anywhere in the world.</p>	<ul style="list-style-type: none"> <li>a) Excess – shown in schedule.</li> <li>b) Loss or damage to:                             <ul style="list-style-type: none"> <li>1) tyres or accessories unless the bicycle is lost or damaged at the same time;</li> <li>2) the bicycle whilst being used for racing, pace making or trials.</li> </ul> </li> <li>c) Loss or damage caused by:                             <ul style="list-style-type: none"> <li>3) 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;</li> <li>4) customs or other officials confiscating or keeping hold of the bicycle;</li> <li>5) cleaning, maintenance, repair, dismantling, altering or dyeing;</li> <li>6) insects or vermin;</li> <li>7) mechanical or electrical breakdown or failure. </li> </ul> </li> </ul> <div data-bbox="1142 869 2139 1101" style="border: 1px solid #ccc; padding: 10px; margin-top: 10px;"> <p> <b>What does this mean?</b></p> <p>Contents insurance is there to protect your household items against loss or damage due to an insured event. We're unable to provide cover for items which have suffered mechanical or electrical breakdown or which have suffered natural and inevitable failure due to wear and tear. You may find that if the item is still under warranty the item may be covered for repair or replacement.</p> </div>

## Student cover







Student cover is a cover option you can add to your contents insurance. It provides protection for your family members' contents when temporarily removed from your home to student accommodation.



**Important note:**

You are **not** covered for student cover **unless** you add this section. Your schedule will show if you have purchased this option.

Student cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on 📞 **0330 024 1235**.

What your policy covers	What your policy does not cover
<p>Your policy provides cover for any of the following causes whilst you 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"> <li> Storm or flood.</li> <li> Theft.</li> <li> Collision.</li> <li> Falling trees.</li> <li> Fire, explosion, lightning or earthquake.</li> <li> Malicious acts.</li> </ul>	<ul style="list-style-type: none"> <li>a) Excess – shown in schedule.</li> <li>b) Loss or damage:               <ol style="list-style-type: none"> <li>1) by theft unless it involves forcible or violent entry to or exit from a building;</li> <li>2) from a caravan mobile home or motor home;</li> <li>3) outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons;</li> <li>4) to business equipment.</li> </ol> </li> </ul>

## Home assistance insurance

Home assistance insurance is a cover option you can add to your home insurance. It provides emergency assistance in the event of certain home emergencies, outlined in the table from page 39, which impact the safety and security of your home, potentially rendering it uninhabitable.

This cover is suitable for someone who wishes to cover an emergency caused by specified events when they do not already have relevant insurance cover.

It is not designed to replace your buildings and contents insurance and will not provide assistance for normal day to day home maintenance.



### Important note:

You are **not** covered for home assistance **unless** you add this section. Your schedule will show if you have purchased this option.

Home assistance cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on 📞 **0330 024 1235**.

Inter Partner Assistance SA underwrite home assistance for us, so this section may have a different structure and style to the rest of the policy wording.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that you must follow for the policy to cover your claim.

### How to make a claim.

Please call us as soon as you are aware of the emergency.

You may not claim under a new policy for the first 14 days unless you are renewing an existing policy.

Are you having one of the following emergencies?

- Plumbing and Drainage.
- Failure of internal electrics.
- Security (i.e. glazing & locks).
- Pests.
- Gas supply pipe, unless you think you have a gas leak then call the national gas emergency service immediately on 📞 **0800 111 999**.
- Boiler & heating system.
- Roofing.

If so, to obtain assistance, contact the 24 hour Emergency Helpline on 📞 **0330 024 1259**

Please have as much information as possible to hand including your policy number, to enable us to assist you as quickly as possible.

### What will happen next:

We will:

Advise you how to protect yourself and your home immediately;

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; 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;

Organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an emergency repair;

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.

**Claims under this policy can only be made by you, your immediate family, lodger or anyone calling on your behalf.**

In the event of your home becoming uninhabitable and remaining so because of a covered event, we will contribute up to £250 inc VAT towards the cost of your (including your pets) accommodation including transport;

### **If the emergency repair costs more than £1,000.**

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 up to £1,000 inc. VAT as 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.

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, although you may find that this is covered under your buildings insurance.

In some circumstances we may find it difficult to deploy an authorised contractor to attend your home or deal with your emergency within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, you may, with our prior agreement, arrange for your own contractor to resolve your emergency and we will refund the cost of your contractor up to £1,000 inc. VAT.

Please provide a fully itemised invoice or receipt from your own contractor to support your claim for reimbursement. If a new boiler or heating system is installed, you will also need to provide the make, model, serial number and Gas Council number.

We will only reimburse the cost of the emergency repair applicable under the policy.

### **Getting our claims costs back**

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make.

Anyone making a claim under this policy must give us any help and information that we need.

### **Parts availability**

Availability of parts is an important factor in providing emergency repair. 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.

What your policy covers	What your policy does not cover
<p>We will only pay for the <u>emergency repair</u>.</p> <p>We will not pay for any damage caused by the <u>emergency</u>.</p> <p>The emergencies listed below are covered under this <u>policy</u>:</p>	<p>There are conditions and exclusions, listed below, which limit the type and value of <u>emergency repair you</u> can claim for.</p> <p>Please read them carefully to ensure this cover meets your needs. We do not wish <u>you</u> to discover after an <u>emergency</u> has occurred that it is not covered under the <u>policy</u>.</p>



## 1. Plumbing

An emergency relating to:

- a) The internal hot and cold water pipes between the main internal stopcock and the internal taps
- b) The cold water storage tank.
- c) Flushing mechanism of a toilet.
- d) A leak from:
  - 1) your toilet;
  - 2) pipes leading to and from the shower or bath;
  - 3) internal section of the overflow pipe;
  - 4) central heating water pipes.

- 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, cylinders, hot and cold water storage tanks, radiators, thermostatic and radiator valves, immersion tanks and sanitaryware including sinks and basins;
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;
- Plumbing or drainage problems related to septic tanks, swimming pools and hot tubs;
- Repair to, or replacement of, all pipe work outside the home;
- Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment;
- Shared plumbing facilities are not covered under this policy even if they are within the boundaries of your home.
- Dealing with temporarily frozen pipes;
- Damage resulting from Trace and access;

**★ Important note:**  
*Trace and access cover is provided under buildings insurance under cause 3 Escape of Water. Check your schedule to establish if you have purchased this cover.*

## What your policy covers

## What your policy does not cover



### 2. Drainage

An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of emergencies that you would be covered for:

- blocked sinks, blocked or leaking waste pipes, along with rainwater drains.
- blocked bath, toilets or external drainage. You will still be covered if you do have another working toilet or bathing facility.
- blocked or leaking soil vent pipes, provided you are solely responsible for this.

- Shared drainage facilities are not covered under this policy (even if they are within the boundaries of your home);
- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home).
- Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes.
- Regularly cleaning your drains and any descaling of your drains.
- Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain.
- Repairing or unblocking drains which are used for commercial purposes.
- Making access to drain systems points of entry (such as manhole covers) if these have been built over.
- Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil.
- Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.



### 3. Failure of internal electrics

Failure of your electrics rendering your home uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.

- Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs.
- Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the home.



## What your policy covers

## What your policy does not cover



### 4. Security

- e) Windows:
- Broken and 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.
- f) Keys and locks:
- Gaining access to, or securing your home through an external door where you have no alternative due to permanent and irreplaceable loss of all keys required to gain access to your home
  - Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure your home.
  - Replacement of a single set of keys (if this is the only alternative to resolve the emergency).

- Fences, outbuildings and detached garages: damage to windows, doors or locks.
- Double glazing where one pane is broken but the other is intact and the home is therefore secure.



### 5. Pests

Removal of brown or black rats, house or field mice, wasps and hornets, where evidence of infestation in your home has been found.

Pests found outside your home, such as in detached garages and outbuildings.



### 6. Internal gas pipe

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.



#### Important note:

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

- Restoration of gas supply is not included. Please contact your Utility Company who will be able to arrange this for you.
- Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection.
- Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.

## What your policy covers

## What your policy does not cover



### 7a. Boiler and heating system

Complete failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover you for:

- loss of water pressure within a boiler due to a fault;
- water leak from the boiler/heating system.

Included:

Domestic gas boiler within your home, the output of which does not exceed 60Kw/hr. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;

Claims related to other forms of primary heating, such as renewable technologies in your home or fuels used such as oil, 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;

- Commercial boilers or heating systems with an output of over 60kW/hr;
- 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. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;
- Thermostatic valves;
- Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;
- Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;
- Any costs for the repair of your heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor;
- 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, air or ground source heat pumps.



### 7b. Boiler and heating system - beyond economical repair

If in the opinion of our authorised contractor, we are unable to repair your boiler/hot water system, we will pay you £250 towards buying a replacement boiler or heating system. This can be claimed on a reimbursement basis within 90 days of our attendance at your home;

If we are unable to repair your boiler/hot water system and you choose to not replace it, cover under this section will no longer apply.



#### Important note:

*By beyond economic repair we mean 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.*

- Repair or replacement of boilers that have been declared as beyond economical repair by our authorised contractors are not covered;
- Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if you reside in a hard water area (as per the Local Water Authority);
- Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;
- Repair to, or replacement of, gas appliances such as cookers;
- 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 manufacturers' instructions;
- Repair or replacement of the flue due to wear and tear;
- Any adaptations made to the property which do not comply with the regulations applicable at the time.

## What your policy covers

## What your policy does not cover



### 8. Temporary heating

If you have no heating and a part needs to be ordered following the engineer's first 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 inc VAT on a reimbursement basis. These heaters are yours to keep.

Alternatively we can deliver two temporary heaters to your home.



### 9. Roofing

Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.

## General exclusions relating to home assistance

We will not cover the following:

- a) A repair if you are aggressive towards our authorised contractors or staff or impede or prevent access to your home at reasonable times to complete the repair;
- b) Loss or damage arising from emergencies which were known to you before the start date of this policy;
- c) Any loss where you did not contact us to arrange repairs;
- d) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- e) Any emergency in a home that has been unoccupied for more than 30 consecutive days;
- f) Any defect, damage or breakdown caused by modification, negligence or misuse;
- g) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- h) Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to your home or the use of defective products;
- i) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- j) This insurance does not cover normal day to day maintenance at your home that you should carry out. 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;
- k) If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;
- l) No costs for repairs, parts or services are payable under this insurance unless we have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;
- m) Cost of Trace and Access to locate the source of the emergency;
- n) Any boiler inspections or any other emergency repair where asbestos may be disturbed;
- o) The removal of asbestos;
- p) Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.
- q) 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;
- r) 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;
- s) We reserve the right to decline to renew your policy.
- t) We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Data Protection

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

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

These activities may include:

- a) Use of sensitive information about the health or vulnerability of you or others involved in your home emergency, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- b) Disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) Obtaining and storing any relevant and appropriate photographic evidence of the condition of your property which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- e) Sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

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

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

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

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

### Use of Data Enquiries



#### Data Protection Officer

The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK



email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)  
web site: <https://www.axa-assistance.co.uk>

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

## Legal expenses insurance

Legal expenses insurance is a cover option you can add to your home insurance. It provides:

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

### ★ Important note:

Legal expenses cover can be added to your policy at any time. You can use your [AXA Account](#) to add it yourself online, or call us on 📞 **0330 024 1235**.

Arc Legal Assistance Ltd administer and Inter Partner Assistance SA underwrite legal expenses insurance for us, so this section may have a different structure and style to the rest of the policy wording.

Your schedule will show if you have chosen this section.

### Terms of cover

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 £50 for each section in legal expenses insurance where you appoint our panel solicitor, or £500 where you do not appoint our panel solicitor, and payable at the request of the adviser up to the maximum amount payable where:-

- a) the insured incident takes place in the period of insurance and within the European Union and;
- b) the legal action takes place within the European Union.

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.

### 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 HomeSmart 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.

### ★ Important note:

1. There must always be a chance that your case can succeed. That chance must remain above 50% based on an independent assessment. This protects you and us by avoiding Legal Action, and the associated detriment, where the chances of winning are not favourable. [See page 50](#).
2. The costs to deal with your claim must remain proportionate to the amount in dispute. An independent estimate of the costs to deal with your case will be carried out. This estimate must not be more than the amount being claimed.

What your policy covers	What your policy does not cover
<div data-bbox="85 183 206 295" data-label="Image"> </div> <h3 data-bbox="230 228 472 255">1. Consumer pursuit</h3> <p data-bbox="85 339 1093 454">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 data-bbox="1131 339 1209 363">Claims:</p> <ul data-bbox="1131 375 2123 702" style="list-style-type: none"> <li>a) where the amount in dispute is less than £125 plus VAT;</li> <li>b) where the breach of contract occurred before you purchased this insurance;</li> <li>c) in respect of works undertaken or to be undertaken by or under the order of any government, public or local authority;</li> <li>d) arising from the purchase or sale of your main home;</li> <li>e) relating to a lease tenancy or licence to use property or land;</li> <li>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;</li> <li>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;</li> <li>h) directly or indirectly arising from planning law.</li> </ul>
<div data-bbox="85 730 206 842" data-label="Image"> </div> <h3 data-bbox="230 775 479 802">2. Consumer defence</h3> <p data-bbox="85 887 1093 1002">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 data-bbox="1131 887 1209 911">Claims:</p> <ul data-bbox="1131 922 2123 1106" style="list-style-type: none"> <li>a) where the amount in dispute is less than £125 plus VAT;</li> <li>b) where the breach of contract occurred before you purchased this insurance;</li> <li>c) in respect of works undertaken or to be undertaken by or under the order of any government, public or local authority;</li> <li>d) arising from the sale or purchase of your main home;</li> <li>e) relating to a lease tenancy or licence to use property or land.</li> </ul>
<div data-bbox="85 1125 206 1236" data-label="Image"> </div> <h3 data-bbox="230 1169 441 1197">3. Personal injury</h3> <p data-bbox="85 1281 1093 1337">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 data-bbox="1131 1281 1209 1305">Claims:</p> <ul data-bbox="1131 1316 2123 1436" style="list-style-type: none"> <li>a) arising from medical or clinical treatment, advice, assistance or care;</li> <li>b) for stress, psychological or emotional injury unless it arises from you suffering physical injury;</li> <li>c) for illness, personal injury or death caused gradually and not caused by a specific sudden event;</li> <li>d) involving a vehicle owned or driven by you.</li> </ul>

What your policy covers	What your policy does not cover
 <h3>4. Clinical negligence</h3> <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>
 <h3>5. Employment disputes</h3> <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"> <li>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;</li> <li>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;</li> <li>c) where the breach of contract is alleged to have commenced or to have continued after termination of your employment;</li> <li>d) for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.</li> </ul>
 <h3>6. Property infringement</h3> <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"> <li>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;</li> <li>b) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;</li> <li>c) directly or indirectly arising from planning law;</li> <li>d) directly or indirectly arising from:             <ul style="list-style-type: none"> <li>1) subsidence;</li> <li>2) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground;</li> <li>3) landslip;</li> <li>4) mining or quarrying.</li> </ul> </li> </ul>



What your policy covers	What your policy does not cover
<div data-bbox="85 178 206 296" data-label="Image"> </div> <h3 data-bbox="230 228 465 256">7. Property damage</h3> <p data-bbox="85 339 1084 421">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 data-bbox="1131 339 1211 363">Claims:</p> <ul style="list-style-type: none"> <li data-bbox="1131 373 2123 427">a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;</li> <li data-bbox="1131 432 1637 456">b) directly or indirectly arising from planning law;</li> <li data-bbox="1131 461 2069 636">c) directly or indirectly arising from:                             <ol style="list-style-type: none"> <li data-bbox="1173 493 1346 517">1) subsidence;</li> <li data-bbox="1173 521 2069 576">2) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground;</li> <li data-bbox="1173 580 1312 604">3) landslip;</li> <li data-bbox="1173 609 1429 633">4) mining or quarrying.</li> </ol> </li> </ul>
<div data-bbox="85 660 206 778" data-label="Image"> </div> <h3 data-bbox="230 708 584 737">8. Property sale and purchase</h3> <p data-bbox="85 820 1095 874">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 data-bbox="1131 820 1211 844">Claims:</p> <ul style="list-style-type: none"> <li data-bbox="1131 853 2114 908">a) where you have purchased this insurance after the date you completed the sale or purchase of your main home;</li> <li data-bbox="1131 912 1722 936">b) where the amount in dispute is less than £125 plus VAT;</li> <li data-bbox="1131 941 1637 965">c) directly or indirectly arising from planning law.</li> </ul>
<div data-bbox="85 997 206 1115" data-label="Image"> </div> <h3 data-bbox="230 1045 448 1074">9. Data protection</h3> <p data-bbox="85 1157 1037 1211">Adviser's costs to pursue legal action against a person or organisation that has broken the data protection legislation which has resulted in you suffering a financial loss.</p>	

What your policy covers	What your policy does not cover
<div data-bbox="87 178 203 296" data-label="Image"> </div> <p><b>10. Jury service</b></p> <p>We will pay a <u>daily rate</u> for the duration <u>you</u> are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from <u>your</u> employer or the court.</p> <p>We will pay 50% of the <u>daily rate</u> for each additional half day <u>you</u> are off work while attending jury service providing these costs are not recoverable from <u>your</u> employer or the court.</p>	
<div data-bbox="87 504 203 622" data-label="Image"> </div> <p><b>11. Tax</b></p> <p><u>Standard advisers' costs</u> incurred by an Accountant if <u>you</u> are subject to an <u>HM Revenue and Customs full enquiry</u> into <u>your</u> personal Income Tax position.</p> <p>This cover applies only if <u>you</u> have:-</p> <ul style="list-style-type: none"> <li>a) maintained proper, complete, truthful and up to date records;</li> <li>b) made all returns at the due time without having to pay any penalty;</li> <li>c) provided all information that HM Revenue and Customs reasonably requires</li> </ul>	<p>Claims:</p> <ul style="list-style-type: none"> <li>a) where:             <ul style="list-style-type: none"> <li>1) Deliberate misstatements or omissions have been made to the authorities;</li> <li>2) Income has been under-declared because of false representations or statements by <u>you</u>;</li> <li>3) <u>You</u> are subject to an allegation of fraud.</li> </ul> </li> <li>b) for <u>standard advisers' costs</u> for any amendment after the tax return has initially been submitted to HM Revenue and Customs;</li> <li>c) for enquiries into aspects of your Tax Return (Aspect Enquiries).</li> </ul>

## General exclusions relating to legal expenses

- a) There is no cover where:
- 1) you should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
  - 2) an estimate of advisers' costs of acting for you is more than the amount in dispute;
  - 3) 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;
  - 4) the claim is more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim.
- b) There is no cover for:
- 1) claims made by or against your insurance adviser, the insurer, the adviser or us;
  - 2) any claim you make which is false or fraudulent;
  - 3) defending legal actions arising from anything you did deliberately or recklessly;
  - 4) appeals without the prior written consent of us;
  - 5) costs if your claim is part of a class action or will be affected by or will affect the outcome of other claims.
- c) There is no cover for any claim directly or indirectly arising from:
- 1) a dispute between you and someone you live with or have lived with;
  - 2) any matter connected with your business profession or trade unless the claim falls within Personal Injury and Employment;
  - 3) an application for a judicial review;
  - 4) defending or pursuing new areas of law or test cases;
  - 5) professional negligence in relation to services provided in connection with a matter not covered under this insurance;
  - 6) a tax or levy relating to your owning or living in your home.
- d) 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.
- e) We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Conditions relating to legal expenses

- a) Claims
- 1) 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.
  - 2) 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.
  - 3) 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 which are available on request.

- 4) 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.
  - 5) In the event of a dispute arising as to advisers' costs we may require you to change adviser.
  - 6) 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.
  - 7) You shall supply all information requested by the adviser and us.
  - 8) 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.
  - 9) 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.
- b) 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:
- Being able to recover the amount of money at stake;
  - Being able to enforce a judgement;
  - Being able to achieve an outcome which best serves your interests.
- c) 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.
- d) Disputes  
Subject to your right to refer a complaint to the Financial Ombudsman Service (see 'Making a complaint' on [page 61](#)), 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.
- e) 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

## 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](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to You. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

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

### Data Protection Notice

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 data protection legislation.

## Definitions

Throughout your policy wording there are defined words or phrases. These are definitions of the policy, and have a specific meaning wherever they are used in the policy wording. You can click on these words to jump to this section where the meaning is explained.

To return to the start of the policy wording just press the 'Go to Content' link at the bottom of each page.



### 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.



### Approved supplier

These are suppliers that act on our behalf to validate your claim. They are authorised to arrange a quotation, repair or a replacement.



### 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.



### 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.



Car ports, garages (including garages on nearby sites).



Inspection hatches and covers all supplying your home.



Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used.



Walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas.



Fixed recreational toys and brick built barbecues.



Outbuildings.



External lighting, alarm systems and surveillance equipment, fixed solar heating systems, fixed wind turbines, air and ground source heat pumps, electrical vehicle charging points.



### Business equipment

Computers, tablets, e-readers, mobile phones, monitors, printers, word processing equipment and computer aided design equipment, photocopiers, telecommunication equipment and office furniture. This does not include any property held as trade stock.



### 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.



### 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.



## 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



## Data protection legislation

The relevant Data Protection Act legislation in force in the United Kingdom at the time of the insured incident.



## Domestic staff

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



## Emergency

A sudden and unforeseen incident in your home which immediately; exposes you or a third party to a risk to health or; Creates a risk of loss or damage to your home and/or any of your belongings or; Makes your home uninhabitable.



## Emergency repairs

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



## 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 you must pay as the first part of each and every claim. Your excess is shown in your schedule



## 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.



## 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.



## Home

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

For home assistance this definition excludes all outbuildings and only includes garages if part of the buildings



## Insured incident

This definition is only used in the 'Legal expenses insurance' section: 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.



## Insurer

This definition is only used in the 'Legal expenses insurance' section: Inter Partner Assistance Societe Anonyme which is fully owned by the AXA Assistance Group.



## Landslip

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



## 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.



## 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.



16

## Period of insurance

The period of time covered by this policy, as shown on your schedule, or until cancelled.



## 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

Your policy wording and most recent schedule.



## Settlement

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



## Standard advisers' costs

The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents.



## Storm

A period of violent weather defined as:



Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale.



Torrential rainfall at a rate of at least 25mm per hour.



Snow to a depth of at least one foot (30cms) in 24 hours).



Hail of such intensity that it causes damage to hard surfaces or breaks glass.



## 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.



## Temporary repair

Repairs and/or work immediately required to stop further damage being caused by the emergency. You will need to replace this with a permanent repair.



## Trace and access

Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.

# Definitions



## Unfurnished

Does not contain enough furniture and furnishings for normal living purposes for more than 30 consecutive days.



## Unoccupied

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



## Valuables

Jewellery, articles containing gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps, coins and medals.



## We / us / our

AXA Insurance UK plc, or AXA Assistance (UK) Limited for home assistance, or Arc Legal Assistance Limited for legal expenses.



## You / your

The person or people named in your policy schedule as the policyholder(s), and includes any member of your immediate family normally living at your home. For home assistance, and for legal expenses the definition is anyone attending university or college whose main residence is the home and all other persons permanently living within the home other than rent paying guests. Additionally for legal expenses, your personal representatives should you die and there is a case that needs defending on your behalf that arose prior to your death.



## Vehicles or craft



Electrically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bike and children's quad bikes.



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.



Trailers, carts, wagons, caravans and horse boxes.



Parts, spares and accessories (including keys and key fobs) for any of the items described in the boxes above and left.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to your home.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Bicycles and electrically powered bicycles.
- 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.



# General exclusions

**★ Important note:**

*Home assistance and legal expenses have separate general exclusions*

**We will not pay for any loss, damage, liability, cost or expense caused by:**



**1. Gradual deterioration/maintenance**

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.



**2. Deliberate loss or damage**

Deliberately, wilfully, maliciously, illegally or unlawfully caused, or allowed to be caused by you or your family or anyone lawfully in the home.



**3. Liability insurance**

Which is covered under a more specific policy. This exclusion applies to liability to domestic staff, tenants' liability, occupiers'/public liability and property owners liability covers.



**4. Pollution/contamination**

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.



**5. Radioactive or nuclear contamination**

following on from the event for which you are claiming arising from:

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

**💡 Top Tip:**

*If radioactive or nuclear contamination damages your home, compensation is covered under the Nuclear Installations Act (1965). Please visit the government's website <https://www.gov.uk/government/consultations/compensating-victims-of-nuclear-accidents> to find out more.*



**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**

Terrorism 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.



**Important note:**

*The following exclusions, 8-11 below, do not apply to the following covers:*

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



**8. Riot/civil commotion ★**

Any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom.



**9. Sonic bangs ★**

Pressure waves caused from aircraft and other aerial devices travelling at sonic or supersonic speeds.



**Top Tip:**

*If a sonic bang damages your home, please visit the Ministry of Defence website and follow their complaints procedure for compensation: [www.gov.uk/government/organisations/ministry-of-defence/about/complaints-procedure](http://www.gov.uk/government/organisations/ministry-of-defence/about/complaints-procedure)*



**10. Reduction in market value ★**

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



**11. Confiscation ★**

Confiscation or detention by customs or other officials or authorities.

# Claims

## We promise:

- to put you in touch with a knowledgeable and trained member of staff who can discuss the claim and explain the next steps;
- to call you back when promised;
- to give you regular updates on your claim.

## Before you make a claim:

- make sure everyone at home is safe and not at risk;
- take all reasonable steps to prevent further damage – like switching off the gas, electricity or water supply, if it is safe to do so;
- if anything has been stolen, lost or vandalised, you must call the police. Make sure you get a crime or a lost property reference number – you'll need one when you make a claim;
- if you can, take all reasonable steps to recover missing property, and/or prevent further loss;
- contact us and tell us about the incident

## How to make a claim:

	Claim on your contents or buildings policy	Home assistance ★	Legal expenses ★
	<b>0330 024 8086</b> Lines open Monday to Friday 8am to 8pm, Saturday 9am to 5pm	<b>0330 024 1259</b> Lines open 24 hours a day, 7 days a week	<b>0330 024 1278</b> Lines open 24 hours a day, 7 days a week
	<a href="#">Click Here</a>		<a href="http://arclegal.co.uk/informationcentre/">arclegal.co.uk/informationcentre/</a>

You can report your claim 24 hours a day. When making a claim online, please follow the simple steps to give us as much detail as possible. Your claim handler will then call you to talk through the next steps.

### ★ Important note:

Home assistance claims and legal expenses covers have their own terms and conditions.  
Find out more about [home assistance](#)  
Find out more about [legal expenses](#)

## After you have made your claim: ★ 1

DO	DON'T
<ul style="list-style-type: none"> <li>• Hand over the original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property. This will help prove your claim.</li> <li>• Obtain estimates for the replacement or repair of damaged property and items. This will help us to settle your claim.</li> <li>• 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. Send us any claim form, application notice, legal document or other correspondence sent to you or your family as soon as possible.</li> <li>• Assist us with any enquiries we have regarding your claim. This will help us to deal with it quickly.</li> <li>• Give us access to the building that has been damaged to salvage anything we can and ensure no more damage occurs.</li> </ul>	<ul style="list-style-type: none"> <li>• Abandon any property for us to deal with.</li> <li>• Dispose of any damaged items or conduct permanent repairs. We may need to inspect the damage.</li> <li>• Admit responsibility or make / reach any agreement with those holding you or your family responsible for damage to their property or bodily injury.</li> </ul>

### ★ Important note:

#### 1. When handling your claim, we are entitled to:

- take over any rights in the defence or settlement of any claim in your name and at our expense;
- take legal action in your name and at our expense to get compensation or recover any money due from a third party;
- take possession of the property insured and deal with any salvage.

## How we will settle your claim

- 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 limit on your schedule for a claim. The amount we pay will also depend on any limit shown on the schedule. Your cover limits will not be reduced by any claim. ?
- Where an excess applies, this will be taken off the amount of your claim. ?

### ? What does this mean?

When you make a claim, you're covered up to the limit shown in your schedule – we won't pay any more than that to settle the claim. If an excess applies, you will need to pay it to us before we settle the claim – or we may take the excess amount off what we pay you to settle the claim.

Following the notification of a claim, we'll look to repair the damage first. We can also replace items with brand new equivalents from one of our preferred suppliers. You may be able to take a cash payment instead, but we will only pay you up to what we would have paid to our preferred supplier.

Buildings claims are detailed in [How we settle buildings insurance claims](#).  
Contents claims are detailed in [How we settle contents insurance claims](#).

### ★ Important note:

When you log a claim with us we will register the claim on the Claims Underwriting Exchange (CUE).

For more information please go to <http://www.experian.co.uk/consumer-information/claims-underwriting-exchange.html>



### Dual insurance

This is when your property is insured by two or more independent insurance policies for the same risk (e.g. your watch could be covered by both your travel insurance and home insurance). If any injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.



### 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,
- knowingly makes a fraudulent or exaggerated claim under your policy,
- knowingly makes a false statement in support of a claim,
- submits a knowingly false or forged document in support of a claim,
- 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,
- we may pass your details onto fraud prevention agencies,
- we may place your details on to a register of claims through which insurers share claims related information.


## Payments


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 by either:

**AXA Account**

[home.help@axainsurance.com](mailto:home.help@axainsurance.com)

**0330 024 1235**  
Lines open Monday to Friday 8am to 8pm,  
Saturday 9am to 5pm  
Sunday and Bank Holidays 10am to 4pm

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.

## Fees

### ★ Important note:

Your [AXA Account](#) makes it easy for you to update your details yourself without calling us. There is no administration fee for changes you make yourself online – although some changes may result in increase in the cost of your policy.

In the circumstances where a fee is charged the cancellation fee is normally deducted from the premium refund. If the refund value is less than the cancellation fee, you will have to 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

## Renewals

We'll email you at least 21 days before your home insurance is due to renew. Your renewal invitation will include your quote to insure your home for the year ahead, plus give you information on what you need to do to renew with us or decline your renewal.

It's important to make sure that all your details are correct. You can use your [AXA Account](#) to check your details and update your information online.

If we are not able to insure your home again because you no longer meet our eligibility criteria, we'll send you confirmation by email or letter before your home insurance expires.

### Automatic renewals

When taking out home insurance with us, you agree to set up a continuous payment authority. This means that we're authorised to automatically renew your home insurance and apply for renewal payments from your account every year, even if your card has expired, until you instruct us to stop.

With automatic renewals, as long as all information and payment details are correct and up to date, the home will continue to be covered. Please note that if a home insurance policy expires, full and comparable cover may not be available from the insurers in future.

If you would prefer not to have the reassurance of automatic renewal, you can opt out after buying your home insurance by emailing your name, policy number and request to opt out to [home.help@axainsurance.com](mailto:home.help@axainsurance.com) or by calling 📞 **0330 024 1235**.

## Cancellations

### Contact details



**0330 024 1235**

Lines open Monday to Friday 8am to 8pm,  
Saturday 9am to 5pm  
Sunday and Bank Holidays 10am to 4pm



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

Please include your name, policy number and date you wish to cancel



#### What does this mean?

Your statutory rights, or 'cooling off period', is your opportunity to decide whether the policy you have bought is correct for you, but canceling through this method will mean the policy will be as if it never happened.

### 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

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 you can cancel this policy maintaining the time on cover since the start date, we will subtract an amount of your premium in proportion to the time you have been covered and refund you the rest (subject to an administration fee of fee of £30 if you are cancelling more than 14 days after your policy start date).

If you are paying by instalments, these will simply stop. However, if you have received payment for, or are in the process of making, a claim either:

- you will have to continue with the instalments until the policy renewal date, or
- at our discretion, we will take the outstanding instalments you 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 your premium.




### Insurer cancellation

If you do not report a change of circumstances (see [change in circumstances](#)), fail to take care of your property (item 1. of [General exclusions](#)), [fail to pay your premium](#), provide information as part of your application that is not true or complete or attempt to make a [Fraudulent claim](#) we may cancel your policy.

## Complaints

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.

### Contact details:

	Claim complaint	Policy complaint	Home assistance complaint	Legal expenses complaint
	<b>0330 024 6841</b> Lines open Monday to Friday 8am to 8pm, Saturday 9am to 5pm	<b>0330 024 1235</b> Lines open Monday to Friday 8am to 8pm, Saturday 9am to 5pm, Sunday and Bank Holidays 10am to 4pm	<b>0330 024 1259</b> Lines open 24 hours a day, 7 days a week	<b>01206 615000</b> Lines open Monday to Friday 9am to 5:30pm. Closed on Bank Holidays, Saturdays and Sundays.
	<a href="mailto:householdcomplaints.ins@axa-insurance.co.uk">householdcomplaints.ins@axa-insurance.co.uk</a>	<a href="mailto:complaints@axainsurance.com">complaints@axainsurance.com</a>	<a href="mailto:homeemergencycomplaints@axa-assistance.co.uk">homeemergencycomplaints@axa-assistance.co.uk</a>	<a href="mailto:customerservice@arclegal.co.uk">customerservice@arclegal.co.uk</a>
	Customer Relations Team AXA Insurance AXA House Ovangle Road White Lund Industrial Estate Morecambe LA3 3PA	AXA Insurance 9 Fudan Way Stockton-on-Tees TS17 6EN	AXA Assistance UK Ltd The Quadrangle 106 – 118 Station Road Redhill Surrey RH1 1PR	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD

### When you contact us please include:

- Your name, address and postcode, telephone number and e-mail address (if you have one)
- Your policy and/or claim number
- The reason for your complaint
- Copies of any supporting material
- Write COMPLAINT in the subject line of your letter or email.

### How we will respond to your complaint

We promise we will:

- acknowledge your complaint promptly;
- investigate quickly and thoroughly;
- keep you informed of progress;
- do everything possible to resolve your complaint;
- use the information from your complaint to continuously improve our service.

## 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.

### Contact details for the Financial Ombudsman Service:

#### The Financial Ombudsman Service



**0300 123 9123 or  
0800 023 4567**



email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
web site: <http://www.financial-ombudsman.org.uk>

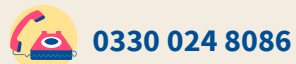


#### **The Financial Ombudsman Service**

Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

## Important telephone numbers

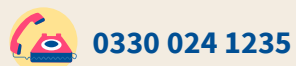
### Claim notification line:



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.

### Policy query and amendment line



Any amendment made using your [AXA Account](#) do not incur an administration fee, but changes we make on your behalf that could have been made via your AXA Account will be charged an administration fee of £10.

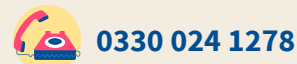
### Legal helpline



Your legal helpline is administered by Arc Legal Assistance Ltd 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 HomeSmart Legal Expenses'. 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.

### Legal expenses

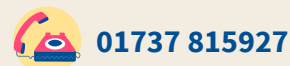
OPTIONAL  
EXTRA



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 45](#). Quote 'AXA HomeSmart – Legal expenses' when contacting the helpline for the first time on any matter.

### Domestic helpline

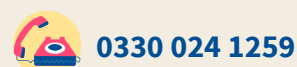


If you have not taken home assistance cover you can phone the domestic emergency helpline. AXA Assistance (UK) Ltd will then put you in contact with the nearest suitable tradesperson.

As this is a referral service, any agreement entered into will be between you and the tradesperson; AXA Assistance (UK) Ltd 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.

### Home assistance

OPTIONAL  
EXTRA



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 37](#).



## Legal entities

This insurance policy 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 except for:

- Legal expenses insurance and legal helpline, which is administered by Arc Legal Assistance Ltd. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. Legal expenses insurance is underwritten by Inter Partner Assistance (IPA) (see further details below for Home Emergency) on whose behalf Arc Legal Assistance Ltd act.
- Home assistance and domestic helpline, which 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.

These companies can be checked on the Financial Services Register by visiting the Financial Conduct Authority's website at <http://www.fca.org.uk>.

### Financial Services Compensation Scheme

AXA Insurance UK plc and Inter Partner Assistance are 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](http://www.fscs.org.uk)).

### 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.

## Data protection notice

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

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

### Data Subject requests



email: [dataprotection.ins@axa-insurance.co.uk](mailto:dataprotection.ins@axa-insurance.co.uk)

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.

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

Details can be checked on the FCA's register by visiting the FCA's website at [www.fca.gov.UK/register](http://www.fca.gov.UK/register).