

**This is a sample Policy document that provides full wording for all the covers we offer.**

All available options are on our website which will enable you to choose the level and type of cover. Once you have bought your Policy you will be provided with the documentation specific to what you have requested.

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## Buildings Insurance

What your policy covers:	What your policy does <u>not</u> cover:
<p><b>We</b> will pay <b>you</b> up to the maximum <b>buildings</b> cover limit for any one claim under <b>buildings</b> cover and the causes detailed in this section.</p> <p><b>Buildings</b> cover Limit - please refer to <b>your</b> schedule.</p>	<ul style="list-style-type: none"> <li>• <b>Excess:</b> shown in the schedule.</li> <li>• Items listed under 'General Exclusions'. Refer to the Essential Information document.</li> <li>• The exclusions listed in this column. These exclusions relate to the corresponding cover identified in the left column.</li> </ul>

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

## 4. Trace and access

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

- escape of water from a fixed water, drainage or heating installation;
- escape of oil from a fixed oil fired heating installation;
- accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the **home**.

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

Limit – please refer to **your** schedule

## 6. Keys & locks

If **your** keys are lost or stolen **we** will pay up to the limit for any one claim for the cost of replacing keys and locks or lock mechanisms to:

- external doors and windows of the **home** (but not to a garage or **outbuildings**);
- a safe within the **home**;
- an alarm protecting the **home**.

Limit – please refer to **your** schedule

## 7. Alternative Accommodation

**We** will pay **you** up to the limit for any one claim for the reasonable cost of alternative accommodation for **you**, **your family** and **your** domestic pets when **your home** cannot be lived in due to loss or damage covered by this **policy**.

Limit – please refer to **your** schedule

## 8. Property Owners Liability

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

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

**Arising from:**

- **your** ownership (but not occupation) of the

- Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains
- The cost of repair of the source of the damage unless the cause is covered elsewhere in this **policy**

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 **motorised vehicles or craft**;
- rectifying any fault or alleged fault;

Any liability which is covered under another Policy.

<p><b>buildings;</b></p> <ul style="list-style-type: none"> <li>defective work carried out by <b>you</b> or <b>your family</b> or on <b>your</b> behalf to any private residence within the United Kingdom disposed of by <b>you</b> or <b>your family</b> before the occurrence of bodily injury or damage in connection with such private residence.</li> </ul> <p>In the event of <b>your</b> death <b>we</b> will treat <b>your</b> legal representative as <b>you</b> for liability incurred by <b>you</b></p> <p>Limit – please refer to <b>your</b> schedule</p>	
<p><b>Accidental Damage (optional extra)</b> Your policy schedule will show if you have chosen this section.</p>	
<p><b>8.</b> Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the <b>home</b> and for which <b>you</b> are responsible.</p> <p><b>9.</b> Accidental damage or loss to the <b>buildings</b> including accidental breakage of:</p> <ul style="list-style-type: none"> <li>fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;</li> <li>fixed ceramic hobs and ceramic tops of fixed cookers;</li> <li>fixed sanitary ware and bathroom fittings</li> </ul>	<p>Accidental Damage does not cover loss or damage caused:</p> <ul style="list-style-type: none"> <li>by inherent defects in the design, material, construction, or installation of drains;</li> <li>by frost;</li> <li>by or arising from faulty workmanship, defective design or use of defective materials;</li> <li>by insects or <b>vermin</b>;</li> <li>by chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li> <li>by mechanical or electrical breakdown or failure;</li> <li>to gates, hedges and fences;</li> <li>to drives, patios and paths unless <b>your home</b> has been damaged at the same time and by the same cause.</li> </ul>

<h2>Causes</h2> <p><b>What your policy covers:</b></p>	<p><b>What your policy does <u>not</u> cover:</b></p>
<p><b>Your policy</b> covers the <b>buildings</b> for loss or damage resulting from any of the following:</p> <p>1. Storm or flood</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to gates, hedges and fences;</li> <li>to drives, patios and paths unless <b>your home</b> has been damaged at the same time and by the same cause;</li> <li>by <b>storm</b> to radio or television aerials or satellite dishes.</li> </ul>

<p>2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or plumbed in domestic water, drainage or heating installation</p> <p>3. Theft or attempted theft</p> <p>4. Oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation and damage to soil caused by the leaking oil.</p> <p>5. Fire, smoke, explosion, lightning or earthquake</p> <p>6. <b>Subsidence</b> or ground <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b></p> <p>7. Malicious acts or vandalism</p> <p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	<p>Loss of or damage:</p> <ul style="list-style-type: none"> <li>to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover;</li> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>caused by <b>you, your family, your</b> domestic employees, lodgers, paying guests or tenants, and any person that has been allowed into the <b>home</b>.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to the installation itself is only covered if the damage has happened as a result of an insured cause or cover;</li> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the <b>home</b> has been damaged at the same time by the same cause;</li> <li>due to normal <b>settlement</b>, shrinkage or expansion;</li> <li>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 <b>home</b> are damaged at the same time by the same cause;</li> <li>resulting from construction, structural alteration, repair or demolition;</li> <li>caused by coastal or river bank erosion;</li> <li>arising from the use of defective materials, defective design or faulty workmanship</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b></li> <li>caused by <b>you, your family, your domestic staff</b>, lodgers, paying guests or tenants, and any person that <b>you</b> or <b>your family</b> has allowed into the <b>home</b>.</li> </ul>
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<p>9. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.</p>	<p>Loss or damage caused by <b>your</b> domestic pets.</p>
<p>10. Fallen trees or branches</p>	<p>Loss or damage caused during tree felling, lopping or topping.</p> <p>The cost of removing fallen trees or branches that have not caused damage to the <b>buildings</b>.</p>
<p>11. Breakage or collapse of aerials, satellite dishes telegraph poles or electricity pylons</p>	<p>Loss or damage to the aerial or satellite dish unless <b>you</b> are covered under <b>contents</b> cause 11.</p>

## Contents Insurance

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

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

<p><b>3. Credit card liability</b>  <b>We</b> will pay for <b>your</b> or <b>your family's</b> liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from <b>your home</b> and following its unauthorised use by any person not related to or living with <b>you</b>.</p> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>4. Documents</b>  <b>We</b> will pay <b>you</b> up to the limit for any one claim for loss or damage, by the causes listed below, to documents (other than <b>money</b>) whilst:</p> <ul style="list-style-type: none"> <li>• within the main <b>building</b> of the <b>home</b>; or</li> <li>• deposited in a bank safe deposit or solicitor's strong room anywhere in the world.</li> </ul> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>5. Digital Assets</b>  <b>We</b> will pay <b>you</b> up to the limit for any one claim for the cost of replacing information lost or damaged as a result of the <b>contents</b> causes listed below, that <b>you</b> have purchased and stored on <b>your home</b> entertainment equipment and/or mobile phones.</p> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>6. Contents in garages and outbuildings</b>  <b>We</b> will pay <b>you</b> up to the limit for any one claim for loss or damage by the <b>contents</b> causes listed below to <b>contents</b> contained within garages and <b>outbuildings</b> of the <b>home</b>.</p> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>7. Contents in the garden</b>  <b>We</b> will pay <b>you</b> up to the limit for any one claim for loss or damage by the causes outlined below to <b>contents</b> (including plants, bushes, shrubs and trees) when in the open within the boundaries of the land belonging to the <b>home</b>.</p> <p><b>8. Alternative accommodation</b>  <b>We</b> will pay <b>you</b> up to the limit for any one claim for the reasonable cost of alternative accommodation for <b>you, your family</b> and <b>your</b> domestic pets when <b>your home</b> cannot be lived in due to loss or damage covered by this <b>policy</b>.</p> <p><b>We</b> will also provide cover for loss or damage by the <b>contents</b> causes listed below to <b>contents</b> temporarily removed from <b>your home</b> to the alternative accommodation where <b>you, your family</b> and <b>your</b> domestic pets are residing.</p> <p>Limit – please refer to <b>your</b> schedule</p>	<p><b>We will not pay for :</b></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 and raffle tickets.</li> </ul> <p><b>Loss or damage:</b></p> <ul style="list-style-type: none"> <li>• to <b>valuables, money</b> and <b>bicycles</b>;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p><b>Loss or damage:</b></p> <ul style="list-style-type: none"> <li>• to <b>valuables, money, business equipment</b> and <b>bicycles</b>;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p><b>Loss or damage:</b></p> <ul style="list-style-type: none"> <li>• by theft unless it involves forcible and 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</li> </ul>
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<p><b>9. Frozen Foods</b>  <b>We</b> will pay for loss or damage to food in the fridge or freezer which is made inedible by:</p> <ul style="list-style-type: none"> <li>• A change in the temperature or contamination by refrigerant or refrigerant fumes;</li> </ul> <p>The fridge or freezer must be in the <b>home</b> and owned by or the responsibility of <b>you</b> or <b>your family</b>.</p> <p><b>10. Liability to domestic staff</b>  <b>We</b> will pay up to the limit for any one claim or series of claims arising from any one event or one source or original cause that <b>you</b> or <b>your family</b> become legally liable to pay as compensation (which includes costs and expenses agreed by <b>us</b> in writing) for death, bodily injury or illness of any <b>domestic staff</b> within the United Kingdom.</p> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>11. Tenant's liability</b> (applicable if the <b>home</b> is rented)  <b>We</b> will pay up to the limit for any one claim or series of claims arising from any one event or one source or original cause that <b>you</b> or <b>your family</b> become legally liable to pay as tenant of the <b>home</b> for:</p> <ul style="list-style-type: none"> <li>• damage to the <b>buildings</b> by causes 1 - 11 specified in this <b>policy</b>;</li> <li>• accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the <b>home</b>;</li> <li>• accidental breakage of:             <ol style="list-style-type: none"> <li>a. fixed glass in:                     <ol style="list-style-type: none"> <li>i) windows</li> <li>ii) doors</li> <li>iii) fanlights</li> <li>iv) skylights</li> <li>v) greenhouses</li> <li>vi) conservatories</li> <li>vii) verandas</li> </ol> </li> <li>b. fixed ceramic hobs or hob covers;</li> <li>c. fixed sanitary ware and bathroom fittings.</li> </ol> </li> </ul> <p>Limit – please refer to <b>your</b> schedule</p>	<p>commotion, strikes, labour and political disturbances or malicious persons;</p> <ul style="list-style-type: none"> <li>• to <b>business equipment</b>.</li> </ul> <p>Loss or damage resulting from:</p> <ul style="list-style-type: none"> <li>• The deliberate act of you or an electricity supplier;</li> <li>• Food used for business, trade, profession or employment purposes.</li> </ul> <p><b>You</b> or <b>your family's</b> legal liability to pay compensation or costs for bodily injury (including death) sustained by any <b>domestic staff</b> when they are:</p> <ul style="list-style-type: none"> <li>• carried in or on a <b>motorised vehicle or craft</b>;</li> <li>• entering, getting onto or getting off a <b>motorised vehicle or craft</b> where such bodily injury or illness (including death) is caused by or arises out of <b>you</b> or <b>your family's</b> use of a <b>motorised vehicle or craft</b>.</li> </ul>
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<p><b>12. Public liability</b>  <b>We</b> will pay up to the limit for any one claim or series of claims arising from any one event or one source or original cause that <b>you</b> or <b>your family</b> become legally liable to pay as compensation (including costs and expenses agreed by <b>us</b> in writing) occurring during the <b>period of insurance</b> for accidental:</p> <ul style="list-style-type: none"> <li>• Death, bodily injury or illness to anyone not <b>you</b>, <b>your family</b>, <b>your domestic staff</b> and anyone resident in the <b>home</b>;</li> <li>• damage to property not belonging to or in the custody or control of <b>you</b>, <b>your family</b> or <b>domestic staff</b>.</li> </ul> <p>Arising from:</p> <ul style="list-style-type: none"> <li>• the occupation of the <b>home</b> (but not its ownership);</li> <li>• the private pursuits of <b>you</b> or <b>your family</b>;</li> <li>• the employment by <b>you</b> or <b>your family</b> of <b>domestic staff</b>.</li> </ul> <p>Limit – please refer to <b>your</b> schedule</p>	<p>Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none"> <li>• any business, trade, profession or employment;</li> <li>• <b>you</b> carrying out any deliberate, wilful or malicious act, including but not limited to assault and alleged assault;</li> <li>• <b>you</b> living in or occupying land or buildings other than the <b>home</b> or its land;</li> <li>• the transmission of any contagious disease or virus;</li> <li>• owning, possessing or using <b>motorised vehicle or craft</b>;</li> <li>• owning, possessing or using caravans;</li> <li>• 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;</li> <li>• owning any species of animal not domesticated in the UK;</li> <li>• any action for damages brought in a court outside the United Kingdom.</li> <li>• any action brought against <b>you</b> or <b>your family</b> by <b>you</b>, <b>your family</b>, <b>your domestic staff</b> and anyone resident in the <b>home</b>.</li> </ul>
<p><b>Accidental Damage (optional extra)</b>  <b>Your policy schedule will show if you have chosen this sections.</b></p>	
<p><b>12. Accidental Damage</b>  <b>We</b> will pay for Accidental Damage or loss of <b>contents</b> while they are in the <b>home</b>.</p>	<p>Accidental damage or loss:</p> <ol style="list-style-type: none"> <li>by mechanical or electrical breakdown or failure;</li> <li>arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;</li> <li>by chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li> <li>caused by insects or <b>vermin</b>;</li> <li>to food, drink or plants;</li> <li>specifically covered under <b>contents</b> causes 1-11</li> <li>to computers or computer equipment by: <ol style="list-style-type: none"> <li>accidental loss or mislaying or misfiling of documents or records;</li> <li>viruses;</li> <li>contamination;</li> </ol> </li> <li>arising from depreciation in value or</li> </ol>

<p><b>13. Domestic heating oil</b>  <b>We</b> will pay up to the limit for any one claim for accidental loss of domestic heating oil.</p> <p>Limit – please refer to <b>your</b> schedule</p> <p><b>14. Metered water</b>  <b>We</b> will pay up to the limit for any one claim for accidental loss of metered water.</p> <p>Limit – please refer to <b>your</b> schedule</p>	<p>other loss, damage or additional expense following on from the event for which <b>you</b> are claiming, e.g. loss of earnings following <b>your</b> bodily injury or illness;</p> <p>j) while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b></li> <li>resulting from a deliberate act by <b>you</b>, <b>your family</b> or the utility supplier</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b></li> <li>resulting from a deliberate act by <b>you</b>, <b>your family</b> or the utility supplier</li> </ul>
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<h2>Causes</h2> <p><b>What your policy covers:</b></p>	<p><b>What your policy does <u>not</u> cover:</b></p>
<p><b>Your policy</b> covers <b>contents</b> whilst in the <b>home</b> for loss or damage resulting from the following causes:</p> <ol style="list-style-type: none"> <li>Storm or flood</li> <li>Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or plumbed in domestic water, drainage or heating installation</li> <li>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.</li> <li>Theft or attempted theft</li> </ol>	<p>Loss or damage to radio or television aerials or satellite dishes not in or attached to the <b>buildings</b>.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover;</li> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to the installation itself is only covered if the damage has happened as a result of an insured cause or cover;</li> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>of money unless force is used to gain entry to <b>your home</b>;</li> <li>if property is obtained by any person using any form of payment which proves to be</li> </ul>

<p>5. Fire, smoke, explosion, lightning or earthquake</p> <p>6. <b>Subsidence</b> or ground <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b></p> <p>7. Malicious acts or vandalism</p> <p>8. Riot, civil commotion, strikes, labour and political disturbances.</p> <p>9. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animal.</p> <p>10. Fallen trees or branches</p> <p>11. Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.</p>	<p>counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason;</p> <ul style="list-style-type: none"> <li>caused by <b>you, your family, your domestic staff</b>, lodgers, paying guests or tenants, and any person that has been allowed into the <b>home</b>.</li> </ul> <p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the <b>home</b> has been damaged at the same time by the same cause;</li> <li>due to normal <b>settlement</b>, shrinkage or expansion;</li> <li>resulting from construction, structural alteration, repair or demolition;</li> <li>caused by coastal or river bank erosion;</li> <li>arising from the use of defective materials, defective design, or poor or faulty workmanship.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while <b>your home</b> is <b>unoccupied or unfurnished</b>.</li> <li>caused by <b>you, your family, your domestic staff</b>, lodgers, paying guests or tenants, and any person that <b>you or your family</b> has allowed into the <b>home</b>.</li> </ul> <p>Loss or damage caused by <b>your</b> domestic pets.</p> <p>Loss or damage caused during tree felling, lopping or topping.</p> <p>The cost of removing fallen trees or branches.</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 <b>buildings</b>.</li> </ul>
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## Personal Possessions (optional extra)

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

What your policy covers:	What your policy does <u>not</u> cover:
<p><b>Your policy</b> schedule will show <b>you</b> the sums insured and limits under this section.</p> <p><b>Personal effects, valuables</b> and <b>money</b> are included if they belong to <b>you</b> or <b>your family</b> or <b>you</b> or <b>they</b> are legally responsible for them and they are mainly used for private purposes.</p> <p>We will pay <b>you</b> up to the sum insured shown in <b>your policy</b> schedule for any one claim. The sum insured for this section is included within the <b>contents</b> cover limit and is not in addition to it.</p> <p>What is covered</p> <p>Loss or damage to <b>personal effects, valuables</b> and <b>money</b> belonging to <b>you</b> and <b>your family</b> when:</p> <ol style="list-style-type: none"> <li>anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or</li> <li>anywhere in the world for up to 60 days during any <b>period of insurance</b> as shown in <b>your</b> schedule.</li> </ol>	<ol style="list-style-type: none"> <li><b>Excess</b> – shown in schedule.</li> <li>Items listed under the general exclusions – see separate document – Essential Information.</li> <li>Loss or damage:                         <ol style="list-style-type: none"> <li>arising from the cost of remaking any film, disc or tape or the value of any information held on it.</li> <li>caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.</li> <li>caused by chewing, scratching, tearing or fouling by <b>your</b> domestic animals.</li> <li>caused by insects or <b>vermin</b>.</li> <li>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.</li> <li>to items not in the care, custody or control of <b>you</b>, or <b>your family</b>.</li> <li>caused by theft or attempted theft from an unlocked hotel room.</li> <li>arising from depreciation in value or other loss, damage or additional expense following on from the event for which <b>you</b> are claiming.</li> <li>by mechanical or electrical breakdown or failure.</li> <li>caused to a <b>motorised vehicle or craft</b>.</li> <li>to parts, accessories, tools and fitted radios, cassette players and compact disc players, MP3 and DVD players and satellite navigation systems for the things excluded in (j) above.</li> <li>to any property mainly used for the purpose of business, trade, profession or employment.</li> <li>to plants or any living creature.</li> <li>to documents.</li> <li>where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable.</li> <li>specifically covered elsewhere in this <b>policy</b>.</li> <li>to computers or computer equipment by:                                 <ol style="list-style-type: none"> <li>accidental loss or mislaying or misfiling of documents or records.</li> <li>viruses.</li> <li>contamination.</li> </ol> </li> <li>to lottery tickets and raffle tickets.</li> <li>to <b>bicycles</b>.</li> <li>to <b>your</b> or <b>your family's contents</b> while temporarily removed from the <b>home</b> to an</li> </ol> </li> </ol>

	occupied private dwelling, whilst a member of <b>your family</b> is attending college, university or boarding school
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## Essential Information

### General Conditions

These general conditions apply to the following covers **you** have chosen and which are listed on **your** policy schedule:

- **Buildings**
- **Contents**
- Personal Possessions
- **Bicycles** Cover
- Student Cover

Home Assistance and Family Legal Protection covers have their own conditions (see relevant sectional conditions).

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

If **you** or **your family** do not comply with them **we** may cancel the **policy**, refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

#### **Your Policy** - *please see the Definitions section*

AXA Home Insurance is 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. **You** can check this on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

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

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

Please read **your policy** to make sure that **you** are satisfied with **your** insurance. If **you** have any questions please contact **us**.

#### **The law which applies to this Policy**

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

#### **Legal Helpline**

**You** can contact the legal helpline on 0844 874 0232\* for advice on any personal legal or tax problem directly affecting **you**. Please quote 'AXA Direct'. 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.

The legal helpline is administered by Arc Legal Assistance Limited and serviced by their panel of Solicitors or agents they have authorised.

*\*Calls are recorded and/or monitored. Call costs may vary depending on your service provider.*

## Maximum limits

### a) The value of **your buildings**.

- **You** must notify **us** as soon as possible if the full rebuilding cost of **your buildings** exceeds the amount shown in **your** policy schedule.
- If the full rebuilding cost of **your buildings** exceeds this sum the cover under the **policy** will no longer meet **your** needs.
- If the amount shown on **your** policy schedule represents less than 100% of the full rebuilding cost of **your buildings**, **we** will only be able to settle claims at the percentage **you** are insured for. For example, if the value of **your buildings** shown on **your** policy schedule only represents 70% of the full rebuilding cost then **we** will not pay more than 70% of **your** claim.
- The full rebuilding cost of **your buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

### b) The value of **your contents**.

- **You** must notify **us** as soon as possible if the full replacement value of **your contents** exceeds the amount shown in **your** policy schedule.
- If the full replacement value of **your contents** exceeds this sum the cover under the **policy** will no longer meet **your** needs.
- If the amount shown on **your** policy schedule represents less than 100% of the full replacement value of **your contents**, **we** will only be able to settle claims at the percentage **you** are insured for. For example, if the value of **your contents** shown on **your** policy schedule only represents 70% of the full replacement cost then **we** will not pay more than 70% of **your** claim.
- The full replacement value of **your contents** means the current cost as new.

## Changes in your circumstances

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

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

Not informing **us** of these changes may invalidate **your policy**.

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

## Changes in your Policy

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

**We** reserve the right to charge £30 if **you** request **us** to send **your** insurance documentation by post and reserve the right to charge up to £30 for any change or correction to **your policy** that **we** make on **your** behalf.

## Taking care of your property

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

**You** must maintain **your** property in a state of good repair.

## Dual insurance

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

## Automatic Renewals

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

To save **you** time and effort **we** will contact **you** at least 21 days before **your policy** expires and notify **you** if any action is required. **We** will provide **you** with instructions on how to renew **your policy**, advise **you** of changes to the **policy** or notify **you** that we are unable to offer renewal of **your policy**. **You** may choose whether or not to accept **our** invitation to renew or change **your** payment details at any time by contacting **our** call centre on 0844 874 0211\*.

## Cancelling your cover

### Statutory cancellation rights

**You** may cancel this **policy** within 14 days of receipt of the **policy** documents or the start date whichever is later (the cancellation period) whether for new business or at the renewal date by contacting **us** on the following telephone number: 0844 874 0211\*

**We** will refund the full premium to **you** (subject to an administration fee of £15 which will be imposed by AXA Direct) provided no claims have occurred. If any claims have been made **you** will not receive a refund of premium.

### Cancellation outside the statutory period

**You** may cancel this **policy** at any time by contacting **us** on the following telephone number: 0844 874 0211\*

As long as **you** have not received payment for or are not in the process of making a claim and have not suffered a loss for which **you** are intending to make a claim during the **period of insurance** **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you** (subject to a cancellation fee of £25).

If **you** are paying by instalments **your** instalments will end but if **you** have received payment for or are in the process of making a claim **you** will either have to continue with the instalments, until the **policy** renewal date, or **we** may, at **our** discretion, take the outstanding instalments **you** still owe from any claim payment **we** make.

If **you** pay annually and **you** have received payment for or are in the process of making a claim **you** will not receive any refund of premium.

## Payment of Premium

If **you** have chosen to pay for **your policy** by lump sum, **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 or related administration fees that may arise from changes made to **your policy**.

If **you** have chosen to pay for **your policy** by instalments, **you** will be provided with a Fixed Sum Loan Agreement in accordance with the Consumer Credit Act 1974. This contains important information relating to **your** credit agreement. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. Should **you** make any change to **your policy** that affects **your** premium, **you** will receive an amended Fixed Sum Loan Agreement to outline **your** new credit agreement and any related administration fees that may arise from these changes will be debited from **your** payment card immediately and will show on **your** statement within 3 working days.

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

Should **you** fail to make **your** payment(s) in full and by the due date, **we** will seek to recover **your** payment(s) and may:

- Charge **you** an administration fee of £15 for instalments rejected by **your** bank due to a cancelled instruction or insufficient funds.
- Terminate **your** Consumer Credit Agreement.
- Cancel **your policy** by giving **you** 21 days written notice at **your** current address subject to **our** £25 cancellation fee.
- Refuse to pay any pending claims on **your policy**.
- Refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. Should this action be taken, **we** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

## Fraudulent claims

Throughout **your** dealings with **us** **we** expect **you** to act honestly. If **you** or anyone acting for **you**:

- knowingly provides information to **us** as part of **your** application for **your policy** that is not true and complete to the best of **your** knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under **your policy**; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

THEN:

- **we** may prosecute fraudulent claimants;
- **we** may make the **policy** void from the date of the fraudulent act;
- **we** will not pay any fraudulent claims;
- **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your policy** since the start date;
- **we** may not return any premium paid by you for the **policy**;

- we may inform the Police of the circumstances.

## General Exclusions

These exclusions apply throughout **your policy**.

**We** will not pay for:

### 1. Riot/or civil commotion

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

### 2. Sonic bangs

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

### 3. Reduction in market value

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

### 4. Confiscation

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

**Exclusions 1-4 above do not apply to the following covers:**

- Liability to **domestic staff**
- Tenant's liability
- Public liability
- Property owner's liability

### 5. Radioactive or nuclear contamination

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

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

### 6. War risks

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

### 7. Terrorism

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

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

## 8. Pollution/contamination

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

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

## 9. Gradual deterioration/maintenance

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **your buildings** and its **contents**.

## 10. Liability Insurance

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

## Definitions

These definitions apply throughout **your policy**.

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

The definitions are listed alphabetically:

### Bicycles

**Your** bicycle, including its tyres and its accessories

### Buildings

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property:

- oil and gas tanks
- cesspits
- permanent swimming pools
- tennis hard courts
- walls
- gates
- fences
- hedges
- terraces
- patios
- drives
- paths
- car ports
- garages and **outbuildings**.

### Business equipment

All computers and office equipment (excluding data) used solely for clerical business.

### 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 and they are mainly used for private purposes.

### Domestic staff

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

### Excess

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

<b>Family/they</b>	<b>Your</b> spouse, domestic partner or civil partner, children, <b>domestic staff</b> and/or any other person permanently living with <b>you</b> and not paying for their accommodation.
<b>Heave</b>	The upward or sideways movement of the site on which <b>your buildings</b> are situated, other than <b>settlement</b> , caused by swelling of the ground.
<b>Home</b>	The private residence shown in <b>your</b> policy schedule including its garages and <b>outbuildings</b> if they form part of the property.
<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than <b>settlement</b> .
<b>Money</b>	<p>Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>This does not include credit card, cheque card or cash dispenser card liability.</p>
<b>Motorised vehicle or craft</b>	<p>Mechanically propelled vehicles which includes motor cycles, quad bikes and children's motor cycles and quad bikes, trailers, aircraft, boats, sailboards and crafts designed to be used in or on water, and the parts, spares and accessories of any of these other than:</p> <ul style="list-style-type: none"> <li>• vehicles used only as domestic gardening equipment within the boundaries of the land belonging to <b>your home</b>;</li> <li>• vehicles designed to help disabled people (as long as the vehicles are not registered for road use);</li> <li>• golf carts and trolleys;</li> <li>• remote-controlled toys and models.</li> </ul>
<b>Outbuildings</b>	<ul style="list-style-type: none"> <li>• sheds</li> <li>• greenhouses</li> <li>• summer houses</li> <li>• other buildings (but not caravans, mobile homes or motor homes)</li> </ul> <p>which do not form part of the main building of the <b>home</b> and are used for domestic purposes.</p>
<b>Period of insurance</b>	The dates shown in <b>your</b> schedule.
<b>Personal effects</b>	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.
<b>Policy</b>	<p>The policy describes the insurance cover provided during the <b>period of insurance</b> as shown in <b>your</b> schedule which <b>you</b> have paid for, or have agreed to pay for, and for which <b>we</b> have accepted the premium.</p> <p><b>Your</b> policy is made up of the following components:</p> <ul style="list-style-type: none"> <li>• Schedule – identifying which sections of the policy <b>you</b> have bought</li> <li>• Section Wordings</li> <li>• Essential Information including: <ul style="list-style-type: none"> <li>- General conditions and exclusions</li> <li>- Definitions</li> <li>- Claims conditions – including making a claim and how <b>we</b> settle a</li> </ul> </li> </ul>

	claim - Making a complaint
<b>Settlement</b>	The natural movement of new properties in the months and years after they are built.
<b>Subsidence</b>	Downward movement of the site on which the <b>buildings</b> are situated by a cause other than <b>settlement</b> or the weight of the <b>buildings</b> themselves.
<b>Unfurnished</b>	Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.
<b>Unoccupied</b>	Not lived in and not occupied overnight by <b>you</b> or <b>your family</b> for more than 30 consecutive days or occupied by squatters
<b>Valuables</b>	Jewellery, articles containing gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps, coins and medals.
<b>Vermin</b>	Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.
<b>We/us/our</b>	AXA Insurance UK plc.
<b>You/your</b>	The person or people named in <b>your</b> policy schedule as the policyholder(s).

## Claims Conditions

The claims conditions apply to the following covers **you** have chosen and which are listed on **your policy** Schedule:

- **Buildings**
- **Contents**
- Personal Possessions
- **Bicycles**
- Student

For Home Assistance and Family Legal Protection separate conditions apply. Please refer to the relevant parts of **your policy**.

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

If **you** or **your family** do not comply with the claims conditions, **we** may refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

The first thing **you** must do:

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

**You** should:

- If **you** are the victim of theft, riot, malicious damage, or property is lost or stolen away from **your home**, urgently inform the Police and obtain a crime or lost property reference number. In the case of riot **you** need to inform the Police within 14 days of the event.
- Contact **us** as soon as possible and tell **us** about the incident. Important contact details are shown in **your** 'AXA Account'.
- Take all reasonable steps to recover missing property.

- Take all reasonable steps to prevent further damage to **your** property.

## Making a claim

If **you** need to make a claim **you** can either:

1. Report **your** claim online. This will:
  - save the cost of the phone call from **your** mobile or landline, and
  - avoid wasting time waiting in queues.
2. Or call **0844 874 0218** *(Calls are recorded and monitored. Call costs may vary depending on your service provider)*

What **you** should do in an emergency

- Take any necessary steps to prevent further damage to the property such as switching off the gas electricity and water supply.
- **You** must not dispose of any damaged items or conduct permanent repairs because **we** may need to inspect the damage.

Our promise

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

## What you must do after making your claim

- To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property;
- To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property;
- **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim;
- If someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them **you** must provide **us** with full details as soon as possible. **You** must also send **us** any claim form, application notice, legal document or other correspondence sent to **you** or **your family** as soon as possible.
- **You** must assist **us** with any enquiries **we** have regarding **your** claim as it will enable **us** to deal with it quickly.
- **You** must allow **us** access to the **buildings** that have been damaged to salvage anything **we** can and ensure no more damage occurs. However, **you** must not abandon **your** property to **us**.

## What you must not do:

- If someone is holding **you** or **your family** responsible for injury or any damage, neither **you** nor **your family** must admit responsibility or make / reach any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

**We** are entitled, if **we** choose and in **your** name, but at **our** expense, to:

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

**your** name.

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

## How we settle claims

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

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

## Contents and Business equipment

- **We** will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new as long as:
  - the **contents** and **business equipment** have been maintained in good repair
- **We** will take off an amount for wear and tear in any claim for:
  - clothing, towels, bed or table linen.

## Buildings

- **We** will settle claims for loss or damage to the **buildings** without taking off an amount for wear and tear as long as:
  - the **buildings** have been maintained in good repair.
- **We** will pay for the reasonable cost of work carried out in repairing or replacing the damaged part of the **buildings** and agreed fees and related costs.
- If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the damage but not more than it would have cost **us** to repair the damage to **your buildings** if the repair had been carried out without delay.
- At **our** option **we** may arrange for specialist investigations to be carried out.

## Matching sets, suites and carpets

**We** treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces unless they are part of a bathroom suite or fitted kitchen and the damaged parts cannot be repaired or a replacement found.

For any other sets or suites not part of a bathroom suite or fitted kitchen, **we** will pay up to 50% of the undamaged part if the damaged parts cannot be matched or replaced.

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

## Making a Complaint

**We** aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you** a fair response.

### Making your complaint

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim.

If **your** complaint relates to **your policy**, please contact the AXA Help Team on **0844 874 0211** or at:

Customer Relations Manager  
AXA Insurance  
9 Fudan Way  
Stockton on Tees  
TS17 6EN

Email: **complaints@axainsurance.com**

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

- **Your** name, address and postcode, telephone number and e-mail address
- **Your** policy and/or claim number, and the type of policy **you** hold
- The reason for **your** complaint

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

### Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS) at the address given below.

The FOS 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 FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: **0300 123 9123** or **0800 023 4567**

Fax: **020 7964 1001**

Email : **complaint.info@financial-ombudsman.org.uk**

### Our promise to you

**We** will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.

- Do everything possible to resolve **your** complaint.
- Use the information from complaints to continuously improve **our** service.

Home Assistance and Family Legal Protection covers have separate complaints procedures (see relevant sectional wordings for further details).

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

Telephone calls are recorded and monitored. Call charges may vary depending on your service provider.

## Sharing of Information

### Fraud prevention & Credit Reference Agencies

We make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register. The agencies may record details of the search whether or not your application proceeds.

We may use scoring methods to assess this application and to verify your identity. Searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by us if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

To keep premiums low we do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime we may at any time:

- Share information about you and any others living at your property with other organisations and public bodies including the police;
- Share information about you and any others living at your property within the AXA Group and with other insurers;
- Pass the details you have supplied to recognised centralised insurance industry applications, policy and claims checking systems (for example CUE and CIFAS databases) where those details may be checked and updated;
- Check the details you have supplied with fraud prevention agencies and databases including publicly available data (for example on County Court Judgements, bankruptcy information and electoral role data). If we suspect that you have given us false or inaccurate information, we may record this with fraud prevention agencies;
- Search records held by fraud prevention and credit reference agencies to:
  - help make decisions about credit services for you and your financial associates;
  - help make decisions on insurance policies and claims for you and your financial associates;
  - trace debtors, recover debt, prevent fraud and to manage your insurance policies;
  - check your identity to prevent money laundering.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

Should you require further information about the agencies with which we share your data, including further details explaining how the information held by fraud prevention agencies may be used, please contact us at [informationsharing@axainsurance.com](mailto:informationsharing@axainsurance.com).

You are responsible for providing accurate and up-to-date information, and by accepting these terms you are confirming that you have consent to supply data for you and any others living at the property.

## Bicycles Cover (optional extra)

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

### What your policy covers:

Loss or damage to **bicycles** and their accessories anywhere in the World belonging to **you**.

Limits – please refer to **your** schedule

### What your policy does not cover:

**Excess** – shown in schedule.

Loss or damage to:

- tyres or accessories unless the **bicycle** is lost or damaged at the same time;
- the **bicycle** whilst being used for racing, pace making or trials.

Loss or damage caused by:

- theft when the **bicycle** is unattended unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;
- customs or other officials confiscating or keeping hold of the **bicycle**;
- cleaning, maintenance, repair, dismantling, altering or dying;
- insects or **vermin**;
- mechanical or electrical breakdown or failure.

## Student Cover (optional extra)

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

### What your policy covers:

**Your policy** provides cover for any of the following causes whilst **your** or **your family's contents** are temporarily removed from the **home** to an occupied private dwelling, whilst a member of **your family** is attending college, university or boarding school:

- storm or flood;
- theft;
- collision;
- falling trees;
- fire, explosion, lightning or earthquake;
- malicious acts.

Limits – please refer to **your** schedule

### What your policy does not cover:

**Excess** – shown in schedule

Loss or damage:

- by theft unless it involves forcible and violent entry to or exit from a building;
- from a caravan mobile home or motor home;
- outside the United Kingdom the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons;
- to **business equipment**.

## Home Assistance (optional extra)

Your policy schedule will show if this section is in force.

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This insurance is governed by the laws of England and Wales

Additional definitions for this section only

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

**We** list the definitions alphabetically.

<b>Approved contractor</b>	A tradesperson authorised in advance by AXA Assistance UK Ltd, acting on behalf of Inter Partner Assistance S.A., to carry out repairs.
<b>Emergency</b>	<p>A result of a sudden and unforeseen event at the <b>home</b> that, if not dealt with quickly will:</p> <ol style="list-style-type: none"> <li>1. expose <b>you</b> or anyone else in the <b>home</b> to a health risk or</li> <li>2. cause a risk of or loss of or damage to the <b>home</b> and or any of <b>your</b> belongings or</li> <li>3. render the <b>home</b> uninhabitable.</li> </ol> <p>This definition includes damage to or breakdown of the <b>essential services</b> to the <b>home</b> and/or permanent and irreplaceable loss of all keys required to gain access to the <b>home</b>, but not <b>outbuildings</b>.</p>
<b>Emergency repairs</b>	Work undertaken by an <b>approved contractor</b> to resolve the <b>emergency</b> by completing a <b>temporary repair</b> .
<b>Essential services</b>	Mains drainage to the boundary of the <b>home</b> , water, electricity and gas within the <b>home</b> and the main source of heating where no alternative exists and the service is immediately necessary to prevent an <b>emergency</b> .
<b>IPA/we/us/our</b>	Inter Partner Assistance SA, who are a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group located at The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR.
<b>Permanent repair</b>	Repairs and/or work required to put right the damage caused to the <b>home</b> by an <b>emergency</b> .
<b>Temporary repair</b>	A repair that will resolve the <b>emergency</b> but may need to be replaced by a <b>permanent repair</b> .
<b>Vermin</b>	Brown or black rats, house or field mice, wasps or hornets.

## General Conditions

1. No **costs** for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.
2. You must quote **your Policy** number when calling for assistance. **You** must produce the relevant identification to the **approved contractor** or **our** other nominated agent.
3. If any loss, damage or expense covered under this insurance **Policy** is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your home** that **you** should do. nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
5. You must co-operate with **us** in obtaining reimbursement of any **costs we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

### Important information

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

### **We** will then:

- a.) advise **you** about how to protect **yourself** and the **home** immediately;
- b.) organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**
2. In the **event** of the **home** becoming uninhabitable and remaining so overnight, **we** will subject to prior agreement with you pay up to £250 including VAT in total for:
  - a). your overnight accommodation and/or
  - b). transport to such accommodation

## What is covered:

**Emergency** incidents that are covered by this **Policy** are:

1. plumbing problems related to leaking pipes, blocked drains or leaking radiators
2. blockages in toilet waste pipes
3. where **you** have lost **your** only key to **your home** and there is no other available key and **you** are not able to gain normal access to the **home**
4. sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
5. broken or damaged windows and doors presenting a security risk to the **home**
6. gas or electricity failure within the **home**
7. central heating or boiler failure
8. hot water failure
9. **vermin** inside the **home**

## What is not covered:

**We** will not pay for claims arising directly or indirectly from or relating to the following:

1. a leaking or dripping tap that needs a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
2. burst or leaking flexible hoses which can be isolated or leaking washing appliances
3. external water supply pipes
4. failure of the boiler or the heating occurring in the months May to August inclusive
5. failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance with the manufacturer's guidelines
6. boilers over 15 years old
7. replacement of light bulbs and fuses in plugs
8. descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
9. loss of keys for **outbuildings** and garages
10. **vermin** outside the main residence e.g. in garages and other **outbuildings**
11. breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
12. damage to boundary walls, hedges, fences or gates
13. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr
14. electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
15. septic tanks

**We** will not be liable for any of the following:

- a) loss or damage arising from circumstances known to **you** prior to the **start date** of this insurance
- b) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc
- c) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company
- d) any cost relating to the attempted repair by **you** or **your** own contractor  
any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards

- e) any **emergency** in a **home** that has been **unoccupied** for more than 30 consecutive days
- f) any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the **home**, faulty workmanship or the use of defective materials, or river or coastal erosion
- g) any loss, or injury, damage or legal liability arising directly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all

## How to make a claim

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

0844 874 0221 *(Call costs may vary depending on your service provider)*

**You** should have the following information available upon request:

- **your** name and **home** postcode
- **your Policy** number
- an indication as to the nature of the problem

## Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Making a Complaint

**We** aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right

All complaints **we** receive are taken seriously. The following will help **us** to understand **your** concerns and give **you** a fair response.

### Making your complaint

Please write to:

Customer Relations  
AXA Assistance UK Ltd

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

Tel: 0870 609 0023

Email: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS 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 FOS. This does not affect **your** right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to the FOS at the address given below.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Our promise to you

#### We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Use the information from complaints to continuously improve **our** service.

Telephone calls are recorded and monitored. Call charges may vary depending on your service provider..

## Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either AXA Assistance UK Ltd or on [www.fscs.org.uk](http://www.fscs.org.uk)

### Family Legal Protection (optional extra)

Your policy schedule will show if this section is in force.

Family Legal Protection provides: -

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

#### ASSISTANCE HELPLINE SERVICES

##### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

Simply telephone 0844 874 0232\* and quote “**AXA Direct Family legal protection**”

For **Our** joint protection telephone calls may be recorded and/or monitored. Call costs may vary depending on **Your** service provider.

##### Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are: -

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

## TERMS OF COVER

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

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

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

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

## DEFINITIONS

Additional definitions for this section only are shown below.

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

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where it is necessary to start court proceedings or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal fees and disbursements incurred by the <b>Adviser</b> .
<b>Adverse Costs</b>	Third party legal costs awarded against <b>You</b> which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .
<b>Conflict of Interest</b>	Situations where <b>We</b> 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.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .
<b>Excess</b>	<p>The amount that <b>You</b> must pay towards the cost of any claim as stated below:-</p> <p><b>All sections:</b> £50 where <b>You</b> appoint <b>Our</b> panel solicitor, or £500 where <b>You</b> do not appoint <b>Our</b> panel solicitor.</p> <p>The <b>Excess</b> shall be paid to and at the request of the <b>Adviser</b>.</p>
<b>Insurer</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
<b>Insured Period</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Incident</b> as shown on <b>Your</b> insurance schedule.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents.
<b>Territorial Limits</b>	The European Union.
<b>We/Us/Our</b>	Arc Legal Assistance Limited.
<b>You/Your/Yourself</b>	Any person named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the home other than rent paying guests but including <b>Your</b> children attending university or college whose main residence is the home. If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.

## COVER

### Cover 1 – Consumer Pursuit

#### What is insured:

**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.

#### What is not insured:

##### Claims:

- a) Where the amount in dispute is less than £125 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority
- d) Arising from the purchase or sale of **Your** main home
- e) Relating to a lease tenancy or licence to use property or land
- f) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- g) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- h) Directly or indirectly arising from planning law
- i) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

### Cover 2 – Consumer Defence

#### What is insured:

**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.

#### What is not insured:

##### Claims:

- a) Where the amount in dispute is less than £125 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority
- d) Arising from the sale or purchase of **Your** main home
- e) Relating to a lease tenancy or licence to use property or land

## Cover 3 – Personal Injury

### What is insured:

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

### What is not insured:

#### Claims:

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) Arising from stress, psychological or emotional injury
- c) Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

## Cover 4 – Employment Disputes

### What is insured:

**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**.

### What is not insured:

#### Claims:

- a) Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
- b) For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any compromise agreement
- c) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

## Cover 5 – Property Infringement

### What is insured:

**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.

### What is not insured:

#### Claims:

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- e) Directly or indirectly arising from:
  - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii.) Land slip meaning downward movement of sloping ground
  - iv.) Mining or quarrying

## Cover 6 – Property Damage

### What is insured:

**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.

### What is not insured:

#### Claims:

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) Directly or indirectly arising from planning law
- c) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- d) Directly or indirectly arising from:
  - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii.) Land slip meaning downward movement of sloping ground
  - iv.) Mining or quarrying

## Cover 7 – Property Sale and Purchase

### What is insured:

**Costs** to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main home.

### What is not insured:

#### Claims:

- a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home
- b) Where the amount in dispute is less than £125 plus VAT
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

## Cover 8 – Data Protection

### What is insured:

**Costs** to pursue a **Legal Action** against a person or organisation for breach of the Data Protection Act 1998 which has resulted in **You** suffering a financial loss.

## General exclusions :

### 1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute;
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval;
- d) The claim is more specifically insured or any amount that **You** cannot recover from a more specific insurance because the insurer refuses the claim.

### 2. There is no cover for:

- a) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**;
- b) Any claim **You** make which is false or fraudulent;
- c) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly;
- d) Appeals without the prior written consent of **us**;
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

### 3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **You** and someone **You** live with or have lived with;
- b) Any matter connected with **Your** business profession or trade unless the claim falls within Personal Injury and Employment;
- c) An application for a judicial review;
- d) Defending or pursuing new areas of law or test cases;
- e) Professional negligence in relation to services provided in connection with a matter not covered under this insurance;
- f) A tax or levy relating to **Your** owning or living in **Your** home.

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## Conditions :

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- b) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi.) Attempt recovery of costs from third parties.
- c) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- d) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- e) **You** shall supply all information requested by the **Adviser** and **Us**.
- f) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- g) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 2. Prospects of Success

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

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

### 3. Other insurances

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

### 4. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 5. English Law and Language

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

## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](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 Act

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

### MAKING A COMPLAINT

**We** aim to provide the highest standard of service to every customer.

If **Our** service does not meet **Your** expectations, **We** want to hear about it so **We** can try to put things right

All complaints **We** receive are taken seriously. The following will help **Us** to understand **Your** concerns and give **You** a fair response.

#### Making your complaint

Please write to:

The Managing Director  
Arc Legal Assistance Limited  
PO Box 8921  
Colchester CO4 5YD

Tel: 0844 770 900\*

Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

*\*Calls are recorded and/or monitored. Call costs may vary depending on your service provider.*

Should **You** remain dissatisfied following **Our** final written response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS 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 FOS. This does not affect **Your** right to take legal action.

The Financial Ombudsman can be contacted at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Our promise to You

**We** will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **You** informed of progress.
- Do everything possible to resolve **Your** complaint.
- Use the information from complaints to continuously improve **Our** service.

## Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### IPA address details are:

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