

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.

Appendix

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Buildings Insurance

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

Cover	
What your policy covers:	What your policy does <u>not</u> cover:
<p>Within your overall limit (unless a different limit or sub limit is highlighted) the following covers are included:</p> <ol style="list-style-type: none"> 1. Architects fees /Debris clearance Following a valid claim for damage under Buildings Causes below we will also pay: <ul style="list-style-type: none"> • architects surveyors consulting engineers and legal fees but not Fees for preparing a claim; • the cost of clearing debris from the site or demolishing or shoring up the Buildings; • the cost to comply with government or local authority requirements but not if the order predates the loss or damage. 2. Emergency services forced entry Loss or damage to the Buildings caused when the fire, police or ambulance service has to force an entry to the Buildings because of an emergency or perceived emergency involving you or your family. 3. Moving Home If you have entered into a contract to sell the home, the person buying it will have the full protection of your policy for the Buildings up to the date of completion of the purchase, as long as the home is not covered by any other insurance. 4. Trace and access We will also pay for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the home caused by: <ul style="list-style-type: none"> • escape of water from a fixed water, drainage or heating installation; • escape of oil from a fixed oil fired heating 	<ul style="list-style-type: none"> • 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

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

5. Keys & locks

If **your** keys are lost or stolen **we** will pay 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 outbuilding);
- a safe within the **home**;
- an alarm protecting the **home**.

Limit – please refer to your schedule

6. Alternative Accommodation

We will pay **you** 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 from any of the causes below.

Limit – please refer to your schedule

7. Property Owners Liability

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

- death, bodily injury or illness of any person who is not an employee of either **you** or **your family**;
- damage to material 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 **Buildings**;
- defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom disposed of by **you** or **your family** before the occurrence of bodily injury or damage in connection with such private residence.

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

Limit – please refer to your schedule

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;
- 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.

Accidental Damage (optional extra)	
<p>The following only applies if you buy Accidental Damage.</p> <p>8. Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the home and for which you are responsible. Loss or damage which is caused by inherent defects in the design, material, construction, or installation of drains is not covered.</p> <p>9. Accidental damage or loss to the Buildings including Accidental breakage of:</p> <ul style="list-style-type: none"> • fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; • fixed ceramic hobs and ceramic tops of fixed cookers; • fixed sanitary ware and bathroom fittings 	<p>Accidental Damage does not cover damage caused:</p> <ul style="list-style-type: none"> • by frost; • by insects or vermin; • by chewing, scratching, tearing or fouling by your domestic pets; • by mechanical or electrical breakdown or failure; • to gates, hedges and fences; • to drives, patios and paths unless your home has been damaged at the same time and by the same cause; • by wet or dry rot or any other cause including ingress of water that happens gradually over a period of time • which is caused by inherent defects in the design, material, construction or installations of drains

Causes	
What your policy covers:	What your policy does <u>not</u> cover:
<p>Your policy covers the Buildings for loss of or damage resulting from any of the following:</p> <ol style="list-style-type: none"> 1. Storm or flood 2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or plumbed in domestic water or heating installation 3. Theft or attempted theft 	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to gates, hedges and fences; • to drives, patios and paths unless your home has been damaged at the same time and by the same cause; • by storm to radio or television aerials or satellite dishes. <p>Loss of or damage:</p> <ul style="list-style-type: none"> • caused by wet or dry rot or any other cause that happens gradually over a period of time; • to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover; • while your home is unoccupied or unfurnished; • that happens gradually over a period of time. <p>Loss or damage:</p> <ul style="list-style-type: none"> • while your home is unoccupied or

<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. Subsidence or ground heave of the site on which the building stands or landslip</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>unfurnished;</p> <ul style="list-style-type: none"> • Caused by you, your domestic employees, lodgers, paying guests or tenants. <p>Loss or damage:</p> <ul style="list-style-type: none"> • to the installation itself is only covered if the damage has happened as a result of an insured cause or cover; • while your home is unoccupied or unfurnished. <p>Smoke damage caused by smog, agricultural or industrial operations or anything that happens gradually from repeated exposure.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause; • due to normal settlement, shrinkage or expansion; • to or as a result of movement of solid floor slabs and non load bearing walls, unless the foundations beneath the external walls of the home are damaged at the same time by the same cause; • resulting from construction, structural alteration, repair or demolition; • caused by coastal or river bank erosion; • arising from the use of defective materials, defective design or faulty workmanship <ul style="list-style-type: none"> • Loss or damage while your home is unoccupied or unfurnished • Malicious damage caused by you or your family or any person that has been allowed into the home <p>Loss of or damage caused by your domestic pets.</p> <ul style="list-style-type: none"> • Loss or damage caused during tree felling, lopping or topping. • The cost of removing fallen trees or branches that have not caused damage to the Buildings.
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11. Breakage or collapse of Aerials, satellite dishes telegraph poles or electricity pylons	Loss or damage to the aerial or satellite dish.
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Contents Insurance

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

Cover	
What your policy covers:	What your policy does <u>not</u> cover:
<p>Within the overall limit (unless a different limit is highlighted) the following covers are also included:</p> <ol style="list-style-type: none"> 1. Emergency services forced entry Loss or damage to the Contents caused when the fire, police or ambulance service has to force an entry to the Buildings because of an emergency or perceived emergency involving you or your family. 2. Keys & locks If your keys are lost or stolen we will pay for any one claim for the cost of replacing keys and locks or lock mechanisms to: <ul style="list-style-type: none"> • external doors and windows of the home (but not to a garage or outbuilding); • a safe within the home; • an alarm protecting the home. <p>Limit – please refer to your schedule</p> 3. Credit card liability We will pay for your or your family's liability under 	

the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from **your home** and following its unauthorised use by any person not related to or living with **you**.

Limit – please refer to your schedule

4. Documents

We will pay **you** for any one claim for loss or damage, by the causes listed below, to documents (other than **money**) whilst:

- within the main building of the **home**; or
- deposited in a bank safe deposit or solicitor's strong room anywhere in the world.

Limit – please refer to your schedule

5. Digital Assets

We will pay **you** for any one claim for the cost of replacing information lost or damaged as a result of the causes listed below, that **you** have purchased and stored on **your home** entertainment equipment and/or mobile phones.

Limit – please refer to your schedule

6. Contents in the garden

We will pay **you** for any one claim for loss or damage by the causes outlined below to **Contents** (including plants, bushes, shrubs and trees) when in the open within the boundaries of the **home**.

7. Alternative accommodation

We will pay **you** 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 from any of the causes listed below

Limit – please refer to your schedule

8. Frozen Foods

We will pay for loss or damage to food in the fridge or freezer which is made inedible by:

- A change in the temperature or contamination by refrigerant or refrigerant fumes;
- The fridge or freezer must be in the **home** and owned by or the responsibility of **your family**.

9. Liability to domestic staff

Subject to the limit below **we** will pay any amount that **you** or **your family** become legally liable to pay as

We will not pay for :

- Documents more specifically insured by any other insurance;
- Documents mainly used for business, trade, profession or employment purposes;
- Lottery and raffle tickets.

- Loss or damage to **valuables, money, business equipment** and bicycles.
- Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Loss or damage resulting from:

- The deliberate act of you or an electricity supplier;
- Food used for business, trade, profession or employment purposes.

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

compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom.

We will pay **you** (which includes costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

Limit – please refer to your schedule

10. Tenant's liability (applicable if the home is rented)

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

- damage to the **Buildings** by causes 1 - 11 specified under the **Buildings** section of this **policy**;
- accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**;
- accidental breakage of:
 - a. fixed glass in:
 - i) windows
 - ii) doors
 - iii) fanlights
 - iv) skylights
 - v) greenhouses
 - vi) conservatories
 - vii) verandas
 - b. fixed ceramic hobs or hob covers;
 - c. fixed sanitary ware and bathroom fittings.

Limit – please refer to your schedule

11. Public liability

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

- death bodily injury or illness of any person;
- damage to material property not belonging to or in the custody or control of **you**, **your family** or **domestic staff**.

Arising from:

- the occupation of the **home** (but not its ownership);
- the private pursuits of **you** or **your family**;
- the employment by **you** or **your family** of **domestic staff**.

staff when they are:

- carried in or on a motorised vehicle or craft;
- entering, getting onto or getting off a **motorised vehicle or craft**.

Where such bodily injury or illness (including death) is caused by or arises out of **your** or **your family's** use of a **motorised vehicle or craft**.

Legal liability to pay compensation or costs arising from:

- any business, trade, profession or employment;
- the transmission of any contagious disease or virus;
- owning, possessing or using **motorised vehicles or craft**;
- owning, possessing or using caravans;
- Owning, possessing or using a dangerous dog of one of the following breeds Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed;
- owning any species of animal not domesticated in the UK;
- any action for damages brought in a court outside the United Kingdom.

<p>Limit – please refer to your schedule</p>	
<p>Accidental Damage (optional extra)</p>	
<p>The following only applies if you buy Accidental Damage.</p> <p>12. Accidental Damage We will pay for Accidental Damage or loss of Contents while they are in the home.</p> <p>13. Domestic heating oil We will pay for any one claim for accidental loss of domestic heating oil.</p> <p>Limit – please refer to your schedule</p> <p>14. Metered water We will pay for any one claim for accidental loss of metered water.</p> <p>Limit – please refer to your schedule</p>	<ul style="list-style-type: none"> • Any loss or damage specifically excluded in this column. • Accidental damage or loss: <ul style="list-style-type: none"> a) by mechanical or electrical breakdown or failure; b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it; c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing; d) by chewing, scratching, tearing or fouling by your domestic pets; e) caused by insects or vermin; f) to food, drink or plants; g) specifically covered under Contents causes 1-11 h) to computers or computer equipment by: <ul style="list-style-type: none"> i) accidental loss or mislaying or misfiling of documents or records; ii) viruses; iii) contamination; iv) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming, e.g. costs incurred in preparing the claim or loss of earnings following your bodily injury or illness; v) while the home is unoccupied or unfurnished for more than 30 days. • Loss or damage while your home is unoccupied or unfurnished • Loss or damage while your home is unoccupied or unfurnished

<h2>Causes</h2> <p>What your policy covers:</p>	<p>What your policy does <u>not</u> cover:</p>
<p>Your policy covers Contents whilst in the home for loss of or damage resulting from the following causes:</p> <ol style="list-style-type: none"> 1. Storm or flood 2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or plumbed in domestic water or heating installation 3. Oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation and damage to soil caused by the leaking oil. 4. Theft or attempted theft 5. Fire, smoke, explosion, lightning or earthquake 6. Subsidence or ground heave of the site on which the building stands or landslip 	<p>Loss or damage to radio or television aerials or satellite dishes not in or attached to the Buildings.</p> <p>Loss of or damage:</p> <ul style="list-style-type: none"> • caused by wet or dry rot or any other cause that happens gradually over a period of time; • to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover; • while your home is unoccupied or unfurnished for more than 30 consecutive days. <p>Loss or damage</p> <ul style="list-style-type: none"> • to the installation itself is only covered if the damage has happened as a result of an insured cause or cover; • while your home is unoccupied or unfurnished for more than 30 consecutive days. <p>Loss or damage</p> <ul style="list-style-type: none"> • while your home is unoccupied or unfurnished for more than 30 consecutive days; • Money unless force is used to gain entry to your home; • Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason; • caused by you, your domestic employees, lodgers, paying guests or tenants. <p>Smoke damage caused by smog, agricultural or industrial operations or anything that happens gradually from repeated exposure.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • to boundary and garden walls, gates,

<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>hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause;</p> <ul style="list-style-type: none"> • due to normal settlement, shrinkage or expansion; • resulting from construction, structural alteration, repair or demolition; • caused by coastal or river bank erosion; • arising from the use of defective materials, defective design or faulty workmanship. <ul style="list-style-type: none"> • Loss or damage while your home is unoccupied or unfurnished for more than 30 consecutive days. • Malicious damage caused by you or your family or any person you or your family have allowed into your home. <p>Loss of or damage caused by your domestic pets.</p> <ul style="list-style-type: none"> • Loss or damage caused during tree felling, lopping or topping. • The cost of removing fallen trees or branches that have not caused damage to the Contents. • Mechanical or electrical breakdown or failure. • Damage caused by or in the process of cleaning, maintenance, repair or dismantling. • Damage to equipment not in or attached to the Buildings.
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Personal Possessions

What your policy covers:	What your policy does <u>not</u> cover:
<p>Your policy schedule will show you the sums insured and limits under this Section.</p> <p>Personal effects, valuables and money are included if they belong to you or your family or you or they are legally responsible for them and they are mainly used for private purposes.</p> <p>We will pay you up to the sum insured shown in your policy schedule for any one claim. The sum insured for this section is included within the Contents cover limit and is not in addition to it.</p> <p>Loss or damage</p> <p>What is covered</p> <p>Loss or damage to personal effects, valuables and money belonging to you and your family when:</p> <ol style="list-style-type: none"> 1. anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or 2. anywhere in the world for up to 60 days during any period of insurance as shown in your schedule. 	<ol style="list-style-type: none"> 1. Excess – As per Schedule. 2. Items listed under the General Exclusions – see separate document – Essential Information. 3. Loss or damage: <ol style="list-style-type: none"> a) arising from the cost of remaking any film, disc or tape or the value of any information held on it. b) caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. c) caused by chewing, scratching, tearing or fouling by your domestic animals. d) caused by insects or vermin. e) caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked. f) to items not in the care, custody or control of you, or your family. g) caused by theft or attempted theft from an unlocked hotel room. h) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming. e.g. costs incurred in preparing the claim. i) by mechanical or electrical breakdown or failure. j) caused by motorised vehicle or craft. k) to parts, accessories, tools and fitted radios, cassette players and compact disc players, MP3 and DVD players and satellite navigation systems for the things excluded in (j) above. l) to any property solely used for the purpose of business, trade, profession or employment. m) to plants or any living creature. n) to documents. o) where property is obtained by any



	<p>person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable.</p> <ul style="list-style-type: none">p) specifically covered elsewhere in this policy.q) to computers or computer equipment by:<ul style="list-style-type: none">a. accidental loss or mislaying or misfiling of documents or records.b. viruses.c. contamination.r) to lottery tickets and raffle tickets.s) to bicycles
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Essential Information

General Conditions

These conditions apply to all sections of **your policy**.

You and **your family** must comply with them to have the full protection under **your policy**.

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

Your Policy - *please see the Definitions section*

The contract between **you** and **us** and is made up of the **policy** and the schedule.

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

For the contract to be valid, all the information **you** have given **us** as part of **your** application must be true and complete to the best of **your** knowledge and belief, otherwise **your policy** may not protect **you** in the event of a claim.

The law which applies to this policy

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

Legal Helpline

You can contact **our** helpline on 0844 874 0232* for advice on any personal legal or tax problem directly affecting **you**. Please quote 'AXA Direct'. **We** will not provide advice 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 provided on **our** behalf by **our** panel Solicitors or their agents **we** have authorised.

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 **you** make a claim and the full rebuilding cost of **your home** exceeds the amount shown in **your policy** schedule **we** will make a reduction in the claims **settlement**. This will be based on the difference between the rebuilding cost of **your home** and the **Buildings** cover limit as shown in **your policy** schedule.
- 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 **you** make a claim and the value of **your Contents** exceeds the amount shown in **your policy** schedule **we** will make a reduction in the claims **settlement**. This will be based on the difference between the value of replacing **your Contents** as new and the **Contents** cover limit as shown in **your policy** schedule.
- 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 change which may affect this insurance particularly:

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

If any of the above apply **you** may have no cover under this **policy** and **you** should contact **us** as soon as possible.

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 the property insured in 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

To ensure **your** cover continues, **we** will seek to automatically renew **your** insurance. This means that **we** will hold **your** payment details securely on **our** files so that **we** can collect **your** next renewal premium. **You** can change **your** payment details at any time. Each year we will send **you** an email and SMS in advance to remind **you** that this is happening. If **you** do not wish to renew **your policy you** should let **us** know via **your** AXA Account before **your** renewal date.

Cancelling your cover

If **you** are dissatisfied with the terms and conditions of **your policy**, **you** have the right to cancel the **policy** from its original start date within 14 days (the cooling off period) from the date **you** receive **your** documents in **your** AXA Account. Cancelling **your policy** in this way will mean that **you** will not have been covered by **us**. **We** will return any premium paid (subject to an administration fee of £15 which will be imposed by AXA Direct) provided no claims or accidents have occurred.

If **you** do not exercise **your** right to cancel within the 14 day cooling off period and provided no claims or accidents have occurred, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover. There will also be an additional charge of £25 (inclusive of Insurance Premium Tax).

Please refer to the **policy** wording for full details.

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 **you** have been on cover **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

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.

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 changes 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 **your policy** year.

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

- Charge **you** an administration fee for instalments rejected by **your** bank due to a cancelled instruction or insufficient funds.
- Terminate **your** Consumer Credit Agreement.
- Cancel **your policy** subject to **our** £25 cancellation fee.
- Refuse to pay any pending claims on **your policy/policies**.
- 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.

Fraud

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 that is not true and complete to the best of **your** knowledge and belief;
- knowingly makes a fraudulent or exaggerated claim under the **policy**;
- knowingly makes a false statement in support of a claim;
- 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** will prosecute fraudulent claimants;
- **we** may make the **policy** void from the date of the fraudulent act;
- **we** will not pay the claim;
- **we** may not pay any other claim which has been or will be made under the **policy**;
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- **we** shall not return any premium;
- **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 contamination

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

- 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 organisations(s) or governments(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**.

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:

Buildings	<p>The structure of the home including landlord's fixtures and fittings and the following if they form part of the property:</p> <ul style="list-style-type: none"> • 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 equipment (excluding data) used solely for business, trade, professional or employment purposes.
Contents	Household goods (including tenants fixtures, fittings and interior decorations) frozen foods, personal effects , office equipment, valuables and money , are included provided that they belong to you or your family or you or they are legally responsible for them and with the exception of business equipment 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.
Family/they	Your spouse, domestic partner or civil partner, children, domestic staff and any other person all permanently living with you and not paying for their accommodation.
Heave	The upward or sideways movement of the site on which your Buildings are situated caused by swelling of the ground.
Home	The private residence shown in your policy schedule including its garages and outbuildings if they form part of the property.
Landslip	Sudden movement of soil on a slope or gradual creep of a slope over a period of time.
Money	<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>
Motorised vehicle or craft	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:

	<ul style="list-style-type: none"> vehicles used only as domestic gardening equipment within the boundaries of the land belonging to your home; vehicles designed to help disabled people (as long as the vehicles are not registered for road use); golf carts and trolleys; remote-controlled toys and models.
Outbuildings	<ul style="list-style-type: none"> sheds greenhouses summer houses other Buildings (but not caravans, mobile homes or motor homes) which do not form part of the main building of the home and are used for domestic purposes.
Personal effects	Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios, hand held games consoles, mp3 players, mobile phones and sports equipment.
Policy	<p>This policy describes the insurance cover provided during the period of insurance as shown in your schedule which you have paid for, or have agreed to pay for, and for which we have accepted the premium.</p> <p>Your policy is made up of the following components:</p> <ul style="list-style-type: none"> Schedule – identifying which sections of the policy you have bought Section Wordings Essential Information including: <ul style="list-style-type: none"> General conditions and exclusions Definitions Claims conditions – including making a claim and how we settle a claim Making a complaint
Settlement	The natural movement of new properties in the months and years after they are built.
Subsidence	Downward movement of the site on which the Buildings are situated by a cause other than the weight of the Buildings themselves.
Unfurnished	Does not contain enough furniture and furnishings for normal living purposes.
Unoccupied	Not lived in and not occupied overnight by you or your family for more than 30 consecutive days or occupied by squatters
Valuables	Jewellery, Articles containing Gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps coins and medals.
Vermin	Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.
We/us/our	AXA Direct
You/your	The person or people named in your policy schedule as the policyholder(s) .

Claims Conditions

The first thing **you** must do:

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

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, Family Legal Protection and Identity Theft separate conditions apply. Please refer to the relevant parts of **your policy** document.

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 cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

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.

What **you** must do when making **your** claim:

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

What **you** must not do:

- If someone is holding **you or your family** responsible for injury or any damage, neither **you or 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.

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***

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.

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. If **we** do pay cash the amount **we** pay will reflect the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
- **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** or schedule. **Your** cover limits will not be reduced by any claim.
- Where an **excess** applies, this will be taken off the amount of **your** claim.
- **We** will not pay for loss of value to any item or **Buildings** resulting from repair or replacement following a claim.

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

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.

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.

Our Promise

- **We** aim to be fair and reasonable with **you** and provide a service that is swift and helpful.
- **We** realise that occasionally things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try and put things right.
- **We** have set out the following procedure to try to deal with **your complaint** as quickly and efficiently as possible.

Step one: initiating **your** complaint

- If **your** complaint relates to **your policy**:

You should contact the AXA **Home** Help Team by [email](#) or by calling 0844 874 0211*. Please quote **your policy** number when detailing the reason for **your** complaint.

- If **your** complaint relates to a **claim on your policy**:

You should contact the AXA **Home** Claims Team by email at axadirecthome@axaclaims.com or calling 0844 874 0231*. Please quote **your** claim number when detailing the reason for **your** complaint.

Step two: contacting the insurer

If **your** complaint is one of the few that cannot be resolved at this stage, contact the Director of Underwriting who will arrange for an investigation on behalf of the Chairman:

Underwriting Director
 AXA Direct Insurance
 74 Portsmouth Road
 Cobham
 Surrey
 KT11 1HY.

Step three: external referral

If **we** have given **you our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service. If applicable **you** will receive details of how to do this at the appropriate stage of the

complaints process. The FOS is an independent body that arbitrates on complaints about general insurance products.

The Ombudsman can be contacted at:

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

Telephone: 0845 080 1800*
www.fos.org.uk

*Section 1.01 **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. Contacting the FOS will not affect **your** right to take legal action against **us**.*

**All 0844/0845 calls will be charged at your local rate from BT landlines. Calls from other networks or from outside the UK may vary.*

Your Bicycles Cover

What your policy covers:

Limits – please refer to your schedule

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

What your policy does not cover:

Excess – As per 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 and is not in a locked building or immobilised by a security device;
- 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.

You should

- Inform the police and obtain a crime reference number if **your** bicycle is lost or stolen or malicious damage is suspected.

Claims settlement:

For any one bicycle lost or damaged we will do one of the following:

- pay for the cost of replacing the bicycle;
- replace the bicycle;
- pay the cost of repairing the bicycle;
- make cash payment which will not be more than the amount it would have cost us to replace the bicycle using **our** own supplier.

The above policy should be read in conjunction with the following documents: General Conditions and Exclusions, Definitions, Claims Conditions, How we settle Claims and Making a Complaint.

Your Student Cover

What your policy covers:

Limits – please refer to your schedule

Your policy provides cover for any of the following causes whilst **your Contents** are temporarily removed from the home whilst a member of **your family** is attending college, university or boarding school:

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

Contents – clothing, furniture, audio visual equipment, books and **personal effects**.

What your policy does not cover:

Theft not consequent upon forcible and violent entry or exit.

The above policy should be read in conjunction with the following documents: General Conditions and Exclusions, Definitions, Claims Conditions, How we settle Claims and Making a Complaint.

Home Assistance

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

The insurer for this section is Inter Partner Assistance S.A. Registered number: FC008998.

Inter Partner Assistance S.A. is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. You can check this on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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.

Approved contractor	A tradesperson authorised in advance by Homeserve Claims Management Ltd, acting on behalf of Inter Partner Assistance S.A., to carry out repairs.
Emergency	<p>A result of a sudden and unforeseen event at the home that, if not dealt with quickly will:</p> <ol style="list-style-type: none"> 1. expose you or anyone else in the home to a health risk or 2. cause a risk of or loss of or damage to the home and or any of your belongings or 3. render the home uninhabitable. <p>This definition includes damage to or breakdown of the essential services to the home and/or permanent and irreplaceable loss of all keys required to gain access to the home, but not outbuildings.</p>
Emergency repairs	Work undertaken by an approved contractor to resolve the emergency by completing a temporary repair .
Essential services	Mains drainage to the boundary of the home , water, electricity and gas within the home and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency .
IPA/we/us/our	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.
Permanent repair	Repairs and/or work required to put right the damage caused to the home by an emergency .
Temporary repair	A repair that will resolve the emergency but may need to be replaced by a permanent repair .
Vermin	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:

0845 602 5653

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.

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 Homeserve Claims Management Ltd or on www.fscs.org.uk

Family Legal Protection

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

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

Inter Partner Assistance S.A. is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. **You** can check this on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234*.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal **Advisers'** fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **you** want to use an **Adviser** of **your** own choice, **you** will be responsible for any **Advisers' Costs** in excess of **our Standard Advisers' Costs**

The insurance covers **Advisers' Costs** up to the **Limit of Indemnity** where:-

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

Additional definitions for this section only are shown below. For full definitions refer to the Essential Information document.

Where **we** explain what a word means that word will be highlighted in bold print and will have the following meaning:

Advisor	Our specialist panel solicitors or their agents appointed by us to act for you , or, and subject to our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal adviser nominated by you .
Advisers' Costs	Reasonable legal fees and disbursements incurred by the Advisor with our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.
Computer	Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
Conditional Fee Agreement	A valid agreement made between you and your Adviser with our written permission where the Advisor's fees and payments or any part of them are paid by you only if your claim succeeds.
Conflict of Interest	There is a Conflict of Interest if your Advisers' duty to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your Adviser owes, or obligation it has, to any other party
Excess	The first £50 of Advisers' Costs where you appoint our panel solicitor. The first £500 of Advisers' Costs where you do not appoint our panel solicitor. Prior to the issue of court proceedings, unless a conflict of interest arises, there is no cover for the costs of any legal representative other than those incurred by our panel solicitor.

Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Insured Period	One year from the inception or renewal date shown on your insurance schedule.
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions.
Limit of Indemnity	The maximum payable in respect of an Insured Incident .
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated adviser of our choice.
Territorial Limits	The European Union.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers .
You / Your	Any person named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the home other than rent paying guests but including your children attending university or college whose main residence is the home. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.

Cover 1 – Consumer Pursuit

What is covered:

Advisers' Costs to pursue **Legal Action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home. The contract must have been made after **you** first purchased this insurance.

What is not covered:

Claims:

1. Where the amount in dispute is less than £125 plus VAT;
2. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 2 – Personal Injury

What is covered:

Advisers' Costs to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

What is not covered:

Claims:

1. Arising from medical or clinical treatment, advice, assistance or care;
2. Arising from stress, psychological or emotional injury;
3. Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.

Cover 3 – Employment Disputes

What is covered:

Advisers' Costs to pursue **Legal Action** brought within an employment tribunal or civil court arising from an infringement of **your** rights relating to **your** contract of employment

What is not covered:

Claims:

4. Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance;
5. For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement;
6. Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment;
7. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment;
8. For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay.

Cover 4 – Property Infringement

What is covered:

Advisers' Costs to pursue actions for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not covered:

Claims:

1. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 5 – Property Damage

What is covered:

Advisers' Costs to pursue actions for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not covered:

Claims:

1. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 6 – Consumer Defence

What is covered:

Advisers' Costs to defend **Legal Action** brought against **you** following a breach of a contract **you** have for selling goods for the private and personal use of another person. This includes the sale of **your** main home. The contract must have been made after the **you** first purchased this insurance.

What is not covered:

Claims:

1. Where the amount in dispute is less than £125 plus VAT;
2. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 7 – Data Protection

What is covered:

Advisers' Costs to pursue **Legal Action** against a person or organisation that has broken the Data Protection Act 1998 which has resulted in **you** suffering a financial loss.

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.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the help line may be able to offer **you** assistance under a private funding arrangement.

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

Additional Legal Services:

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

Examples are:-

- a) Legal expenses arising from the sale or purchase of the home and re-mortgaging;
- b) Divorce and child custody issues;
- c) 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**.

General exclusions applying to this section only:

1. There is no cover where:

- a) The **Insured Incident** began to start or had started before **you** bought this insurance;
- b) **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- c) A reasonable estimate of **your Advisers' Costs** of acting for **you** is more than the amount in dispute;
- d) **You** fail to give full information or facts to **us** or to the **Adviser** on a matter material to **your** claim;
- e) Something **you** do or fail to do prejudices **your** position or the position of the **Insurance Providers** in connection with the **Legal Action**;
- f) **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;
- g) The claim is more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim.

2. There is no cover for:

- a) The **Excess**;

- b) **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- c) The amount of **Advisers' Costs** in excess of **our Standard Advisers' Costs** where **you** have decided to use an **Adviser** of **your** own choice;
- d) **Advisers' Costs** arising from any private prosecution;
- e) Damages, interest, fines or costs awarded against **you** in a criminal court;
- f) Claims made by or against **your** insurance advisor, the **Insurance Providers**, the **Adviser** or **us**;
- g) Any claim **you** make which is false or fraudulent;
- h) Defending **Legal Actions** arising from anything **you** did deliberately or recklessly;
- i) Appeals without the prior written consent of **us**;
- j) Prior to the issue of court proceedings or a **Conflict of Interest** arising the costs of any legal representative other than those of the **Adviser**;
- k) Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence;
- l) **Advisers' Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims;
- m) **Advisers' Costs** where **you** have entered into a **Conditional Fee Agreement** or any other form of alternative funding without obtaining **our** permission in writing first.

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

- a) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
- b) **Computer** software other than proprietary packaged software that has not been tailored to **your** requirements;
- c) Planning law;
- d) Constructing **Buildings** or altering their structure;
- e) Libel, Slander or verbal injury;
- f) A lease or licence to use property or land;
- g) Any matter connected with **your** business profession or trade unless the claim falls within Cover 2 Personal Injury or, Cover 3 Employment;
- h) A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- i) An application for a judicial review;
- j) **Advisers' Costs** incurred in defending or pursuing new areas of law or test cases;
- k) Professional negligence in relation to services provided in connection with a matter not covered under this insurance;
- l) **Subsidence** land **heave** land slip mining or quarrying;
- m) A tax or levy relating to **your** owning or living in **your** home;
- n) A manufacturer's warranty or guarantee;
- o) A dispute with a provider of financial services or products other than under Cover 3 Employment Disputes;
- p) A dispute between persons insured under this **policy**.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this 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 applying to this section only:

1. Claims:

- a) **You** must notify claims as soon as reasonably possible and within 180 days of **you** becoming aware of the incident. **We** will provide **you** with a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **your** name. Subject to

your consent which shall not be unreasonably withheld **we** may reach a settlement of the **Legal Action**.

- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest arises**, and **you** wish to nominate an **Adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **Adviser** of **your** own choice **you** will be responsible for any **Advisers' Costs** in excess of **our Standard Advisers' Costs**. The **Adviser** must:-
- i. Confirm in writing that he will enable **you** to comply with his obligations under this insurance.
 - ii. Agree with **us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **Adviser** and this nomination shall be binding.
- d) The **Adviser** will:-
- i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained.
 - ii. Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii. Keep **us** advised of **Advisers' Costs** incurred.
 - iv. Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi. Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **we** may require **you** to change **Adviser**.
- f) **Insurance Providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **us**.
- h) **You** are responsible for any **Advisers' Costs** if **you** withdraw from the **Legal Action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.

2. Disputes:

Subject to **your** right to refer a complaint to the Financial Ombudsman Service, any dispute between **you** and **us** shall 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.

Making a complaint:

We are committed to providing **you** with an exceptional level of service and customer care. **We** do realise that things can sometimes go wrong, when this happens, **we** want to hear about it.

If **your** complaint is about Family legal protection then please write to:

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

Phone: 0870 350 4400*

If **you** have received a final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The Ombudsman can be contacted at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza

183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800*
Fax: 020 7964 1001

Contacting the FOS will not affect **your** right to take legal action.

Our promise to you

- a. **We** will acknowledge written complaints promptly.
- b. **We** will investigate quickly and thoroughly.
- c. **We** will keep **you** informed of progress.
- d. **We** will do everything possible to resolve **your** complaint.
- e. **We** will learn from **our** mistakes.
- f. **We** will use the information from complaints to continuously improve **our** service.

3. Reasonable Prospects:

At any time **we** may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view **we** may take into account:-

- a) The amount of **money** at stake.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue or defend the matter .
- c) The prospects of being able to enforce a judgement.
- d) The fact that **your** interests could be better achieved in another way.

4. Language:

The language for contractual terms and communication will be English.

Data Protection Act

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

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 Arc Legal Assistance Limited or on www.fscs.org.uk

**All 0844/0845 calls will be charged at your local rate from BT landlines. Calls from other networks or from outside the UK may vary.*

Identity Theft

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

Cover is administered by Capita Insurance Services a trading division of Capita Commercial Services Limited

Additional definitions for this section only are shown below. For full definitions refer to the Essential Information document.

Wherever the following words or expressions appear in bold type they will have the following meaning:

Action	A civil law proceeding for monetary damages as a result of Identity Theft .
Identity Theft	The theft of or use of the identity of you or your family without their knowledge or consent. These identity details are then used to obtain goods or services in that persons name.
Payment Card	Bank charge, cheque, credit, store, debit and cash dispenser cards.
Legal Action	Pursuing or defending legal cases in a civil court for damages and/or injunctions or the defence of a motoring prosecution.
We/our/us	AXA Insurance UK plc. 5 Old Broad Street, London, EC2N 1AD. Registered England No 78950, authorised and regulated by the Financial Services Authority.

What is covered:

If **you** or **your family** become aware of **identity theft** we agree to pay up to £50,000 for:

- a) reasonable legal costs **you** pay to defend a claim from a financial institution issuing the **payment card**;
- b) ancillary costs to:
 - i. create documents needed to prove **your** innocence in terms of any financial irregularities committed unlawfully;
 - ii. remove judgments wrongly entered against **you**;
 - iii. challenge the accuracy of information in a Credit Reference Agency report;
 - iv. postal and phone costs **you** pay or agree to pay in dealing with financial institutions issuing payment cards, the police and credit agencies;
 - v. fees charged for reapplying for a loan which has been rejected;
 - vi. lost earnings as a result of time away from work to go and see the police, financial institutions issuing payment cards and credit agencies.

The events above must be a result of **identity theft**.

What is not covered:

We will not pay for the following:

- a) Any **identity theft** connected with **your** business, profession or occupation.
- b) Any **legal action** where **you** and **we** agree that **you** do not have a reasonable prospect of success.

Special conditions relating to claims:

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

If **you** discover **your** identity has been stolen either from the first fraudulent transaction identified on a credit card statement and/or any physical or electronic record with any of **your** financial institutions, **you** must:

- a) contact the Identity theft helpline on 0844 874 0223* before **you** pay or agree to pay any costs;
- b) make sure that **you** have proof of **your** address for the last 6 years;
- c) file a police report as soon as practical after discovering the **identity theft**;
- d) let **your** bank(s) **payment card** company(ies) and all other accounts know of the **identity theft** as soon as practicable after discovering the **identity theft**;
- e) fill out and return any claim forms if these apply;
- f) send **us** proof from **your** employer that **you** took unpaid days off if **you** wish to make a claim for lost wages and provide proof that it was necessary;
- g) send **us** copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered;
- h) take all reasonable action to prevent further damage to **your** identity;
- i) make the claim no later than 6 months from the date this **policy** ends.

Our service will give **you** access by phone to repair **your** credit file or files following an **identity theft**.

Our service is supported by a unique document management system that automates the process and interacts with all three UK credit reference agencies. **We** will personalise documents on **your** behalf and post them to **you** for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays. To make sure **we** have an accurate record, **we** will record **your** phone conversation.

**All 0844/0845 calls will be charged at your local rate from BT landlines. Calls from other networks or from outside the UK may vary.*