

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>We will pay you up to the maximum buildings cover limit for any one claim under buildings cover and the causes detailed in this section.</p> <p>Buildings cover Limit - please refer to your schedule.</p>	<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. 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

5. 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

6. 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 **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;
- 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.

Accidental Damage (optional extra)

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

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

We will also pay up to the limit for any one claim for necessary and reasonable costs that **you** incur in finding the source of the damage to the **home**. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search

Limit – please refer to **your** schedule

8. Accidental damage or loss to the **buildings** including accidental breakage of:

- fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;
- fixed ceramic hobs and ceramic tops of fixed cookers;
- fixed sanitary ware and bathroom fittings

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

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

Accidental Damage does not cover loss or damage caused:

- by frost;
- by or arising from faulty workmanship, defective design or use of defective materials;
- by insects or **vermin**;
- by chewing, scratching, tearing or fouling by **your** domestic pets;
- by mechanical or electrical breakdown or failure;
- to gates, hedges and fences;
- to drives, patios and paths unless **your home** has been damaged at the same time and by the same cause.

Causes

What your policy covers:

Your policy covers the **buildings** for loss or damage resulting from any of the following:

1. **Storm** or flood

What your policy does not cover:

Loss or damage:

- to gates, hedges and fences;
- to drives, patios and paths unless **your home** has been damaged at the same time and by the same cause;
- by **storm** to radio or television aerials or satellite dishes.

<p>2. Sudden and unexpected water leaking from or freezing in any washing machine, dishwasher, fridge, freezer or plumbed in domestic water, drainage or heating installation</p> <p>We will also pay up to the limit for any one claim for necessary and reasonable costs that you incur in finding the source of the damage to the home. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p> <p>Limit – please refer to your schedule</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover; while your home is unoccupied or unfurnished; <p>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</p>
<p>3. Theft or attempted theft</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> while your home is unoccupied or unfurnished; caused by you, your family, your domestic staff, lodgers, paying guests or tenants, and any person that has been allowed into the home.
<p>4. Oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation and damage to soil caused by the leaking oil.</p> <p>We will also pay up to the limit for any one claim for necessary and reasonable costs that you incur in finding the source of the damage to the home. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p> <p>Limit – please refer to your schedule</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> to the installation itself is only covered if the damage has happened as a result of an insured cause or cover; while your home is unoccupied or unfurnished. <p>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</p>
<p>5. Fire, smoke, explosion, lightning or earthquake</p>	<p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p>

<p>6. Subsidence or ground heave of the site on which the buildings stand or landslip</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause; • due to normal settlement, shrinkage or expansion; • 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
<p>7. Malicious acts or vandalism</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • while your home is unoccupied or unfurnished • caused by you, your family, your domestic staff, lodgers, paying guests or tenants, and any person that you or your family has allowed into the home.
<p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>9. Collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.</p>	<p>Loss or damage caused by your domestic pets.</p>
<p>10. Fallen trees or branches</p>	<p>Loss or damage caused during tree felling, lopping or topping.</p> <p>The cost of removing fallen trees or branches that have not caused damage to the buildings.</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 you are covered under contents cause 11.</p>

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 limit for any one claim under contents and for the cover and causes detailed in this section.</p> <p>Contents cover limit – please refer to your schedule</p> <p>There is a separate limit for the following, these can be found in your schedule:</p> <ul style="list-style-type: none"> • 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. Items listed under the general exclusions – see separate document – Essential Information. The exclusions listed below which relate to the corresponding cover identified in the first column. 4. Motorised vehicle 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. Any living creature. Property mainly used for business, trade, profession or employment purposes other than business equipment.

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. 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. 	

<p>2. Keys & locks If your keys are lost or stolen we will pay up to the limit for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> external doors and windows of the home (but not to a garage or outbuildings); a safe within the home; an alarm protecting the home. <p>Limit – please refer to your schedule</p> <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.</p> <p>Limit – please refer to your schedule</p> <p>4. Documents We will pay you up to the limit for any one claim for loss or damage, by the causes listed below, to documents (other than money) whilst:</p> <ul style="list-style-type: none"> within the main building of the home; or deposited in a bank safe deposit or solicitor's strong room anywhere in the world. <p>Limit – please refer to your schedule</p> <p>5. Digital Assets We will pay you up to the limit for any one claim for the cost of replacing information lost or damaged as a result of the contents causes listed below, that you have purchased and stored on your home entertainment equipment and/or mobile phones.</p> <p>Limit – please refer to your schedule</p> <p>6. Contents in garages and outbuildings We will pay you up to the limit for any one claim for loss or damage by the contents causes listed below to contents contained within garages and outbuildings of the home.</p> <p>Limit – please refer to your schedule</p>	<p>We will not pay for :</p> <ul style="list-style-type: none"> Documents more specifically insured by any other insurance; Documents mainly used for business, trade, profession or employment purposes; Lottery and raffle tickets. <p>Loss or damage:</p> <ul style="list-style-type: none"> to valuables, money and bicycles; while the home is unoccupied or unfurnished.
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7. Contents in the garden

We will pay **you** up to the limit 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 land belonging to the **home**.

8. Alternative accommodation

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

We will also provide cover for loss or damage by the **contents** causes listed below to **contents** temporarily removed from **your home** to the alternative accommodation where **you, your family** and **your** domestic pets are residing.

Limit – please refer to **your** schedule

9. 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 **you** or **your family**.

10. Liability to domestic staff

We will pay up to the limit for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as compensation (which includes costs and expenses agreed by **us** in writing) for death, bodily injury or illness of any **domestic staff** within the United Kingdom.

Limit – please refer to **your** schedule

Loss or damage:

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

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**.

Loss or damage resulting from:

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

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

- carried in or on 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 **you** or **your family's** use of a **motorised vehicle or craft**.

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

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

- damage to the **buildings** by causes 1 - 11 specified in 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

12. Public liability

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

- Death, bodily injury or illness to anyone not **you, your family, your domestic staff** and anyone resident in the **home**;
- damage to property not belonging to or in the custody or control of **you, your family** or **domestic staff**.

Arising from:

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

Limit – please refer to **your** schedule

Legal liability to pay compensation or costs arising from:

- any business, trade, profession or employment;
- **you** carrying out any deliberate, wilful or malicious act, including but not limited to assault and alleged assault;
- **you** living in or occupying land or buildings other than the **home** or its land;
- the transmission of any contagious disease or virus;
- owning, possessing or using **motorised vehicle or craft**;
- owning, possessing or using caravans;
- owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed;
- owning any species of animal not domesticated in the UK;
- any action for damages brought in a court outside the United Kingdom.
- any action brought against **you** or **your family** by **you, your family, your domestic staff** and anyone resident in the **home**.

Accidental Damage (optional extra)

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

13. Accidental Damage

We will pay for Accidental Damage or loss of **contents** while they are in the **home**.

Accidental damage or loss:

- a) by mechanical or electrical breakdown or failure;
- b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it;
- c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
- d) by chewing, scratching, tearing or fouling by **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:
 - i) accidental loss or mislaying or misfiling of documents or records;
 - ii) viruses;
 - iii) contamination;
- i) arising from depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming, e.g. loss of earnings following **your** bodily injury or illness;
- j) while the **home** is **unoccupied** or **unfurnished**.

14. Domestic heating oil

We will pay up to the limit for any one claim for accidental loss of domestic heating oil.

Limit – please refer to **your** schedule

Loss or damage:

- while **your home** is **unoccupied** or **unfurnished**
- resulting from a deliberate act by **you, your family** or the utility supplier

15. Metered water

We will pay up to the limit for any one claim for accidental loss of metered water.

Limit – please refer to **your** schedule

Loss or damage:

- while **your home** is **unoccupied** or **unfurnished**
- resulting from a deliberate act by **you, your family** or the utility supplier

<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 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, drainage 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 	<p>Loss or damage to radio or television aerials or satellite dishes not in or attached to the buildings.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • to the fittings/ installation / appliances themselves is only covered if the damage has happened as a result of an insured cause or cover; • while your home is unoccupied or unfurnished. <p>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>Loss or damage:</p> <ul style="list-style-type: none"> • while your home is unoccupied or unfurnished; • of money unless force is used to gain entry to your home; • 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 family, your domestic staff , lodgers, paying guests or tenants, and any person that has been allowed into the home. <p>Smoke damage caused by smog, agricultural or industrial operations or smoke damage that happens gradually from repeated exposure.</p>

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

Personal Possessions (optional extra)

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

What your policy covers:	What your policy does <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>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"> anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or anywhere in the world for up to 60 days during any period of insurance as shown in your schedule. 	<ol style="list-style-type: none"> Excess – shown in schedule. Items listed under the general exclusions – see separate document – Essential Information. Loss or damage: <ol style="list-style-type: none"> arising from the cost of remaking any film, disc or tape or the value of any information held on it. caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. caused by chewing, scratching, tearing or fouling by your domestic animals. caused by insects or vermin. 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. to items not in the care, custody or control of you, or your family. caused by theft or attempted theft from an unlocked hotel room. arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming. by mechanical or electrical breakdown or failure. caused to a motorised vehicle or craft. 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. to any property mainly used for the purpose of business, trade, profession or employment. to plants or any living creature. to documents. where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable. specifically covered elsewhere in this policy.

	<p>q) to computers or computer equipment by:</p> <ul style="list-style-type: none"> a. accidental loss or mislaying or misfiling of documents or records. b. viruses. c. contamination. <p>r) to lottery tickets and raffle tickets.</p> <p>s) to bicycles.</p> <p>t) to your or your family's contents while temporarily removed from the home to an occupied private dwelling, whilst a member of your family is attending college, university or boarding school</p>
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Essential Information

General Conditions

These general conditions apply throughout **your policy**.

Home Assistance and Family Legal Protection covers have additional 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 under Financial Services Register number 202312. **You** can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk

You must make sure that all the information **you** have given **us** as part of **your** application is true and complete to the best of **your** knowledge and belief. Failure to do so could result in **your policy** being cancelled 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 0330 024 1278* 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.

Domestic Helpline

If **you** have chosen home assistance cover, then **you** may be covered for certain home emergency costs.

You should call the home assistance emergency helpline on: 0330 024 1259*

If **you** have not taken this section of cover **you** can phone the domestic emergency helpline on: 01737 815927*. AXA Assistance (UK) Limited will then put **you** in contact with the nearest suitable tradesperson.

As this is a referral service, any agreement entered into will be between **you** and the tradesperson; AXA Assistance (UK) Limited will not accept liability for any work carried out. **You** will be responsible for paying the tradesperson's fees and for agreeing the scope and quality of the work they will carry out to fix the problem, but if the incident is covered by **your policy you** may submit a claim in the usual way.

* Calls are recorded and/or monitored.

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, even if **your** card has expired, until **you** instruct **us** to stop.

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

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

How to opt-out

Email **us** at help@axainsurance.com or call **us** on 0330 024 1235*

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: 0330 024 1235*

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: 0330 024 1235*

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.

* Calls are recorded and monitored.

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

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	<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 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.
Family/they	Your spouse, domestic partner or civil partner, children, domestic staff and/or any other person permanently living with you and not paying for their accommodation.
Heave	The upward or sideways movement of the site on which your buildings are situated, other than settlement , caused by swelling of the ground.

Home	The private residence shown in your policy schedule including its garages and outbuildings if they form part of the property.
Landslip	Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than settlement .
Money	<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	<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"> • 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) <p>which do not form part of the main building of the home and are used for domestic purposes.</p>
Period of insurance	The dates shown in your schedule.
Personal effects	Clothes and items of a personal nature likely to be worn, used or carried. For example, portable radios, hand held games consoles, mp3 players, mobile phones and sports equipment.

Policy	<p>The policy describes the insurance cover provided during the period of insurance as shown in your schedule which you have paid for, or have agreed to pay for, and for which we have accepted the premium.</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.
Storm	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> • Wind speeds with gusts of at least 48 knots (55mph)* <i>or</i> • Torrential rainfall at a rate of at least 25mm per hour <i>or</i> • Snow to a depth of at least one foot (30cms) in 24 hours <i>or</i> • Hail of such intensity that it causes damage to hard surfaces or breaks glass. <p>* Equivalent to storm force 10 on the Beaufort scale</p>
Subsidence	Downward movement of the site on which the buildings are situated by a cause other than settlement or the weight of the buildings themselves.
Unfurnished	Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.
Unoccupied	Not lived in and not occupied overnight by you or your family 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 Insurance UK plc.
You/your	The person or people named in your 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 **0330 024 8086** *(Calls are recorded and monitored)*

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.

Storm Damage claims

The definition of what **we** mean by **storm** can be found in the 'Definitions' section. When **we** assess **your** claim, **we** will not rely solely on the definition of **storm** as this is just one factor **we** consider when **you** have this kind of damage to **your home**.

Other factors **we** consider are as follows:

- Does the evidence show that **storm** conditions occurred on or around the date the damage is said to have happened.
- Is the damage claimed for consistent with the damage caused by **storm** damage.
- Were **storm** conditions the main cause of the damage or were other factors involved. For example, **we** look if the damage would have occurred without the **storm**. This insurance **policy** is not designed to cover **you** for any gradual deterioration, wear and tear or loss or damage resulting from poor maintenance. Please see the general exclusions and conditions section of this **policy** for more information.

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

In order to help assess **your** claim, **we** will also send a claims expert to **your home** to inspect the damage if necessary.

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces 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 **0330 024 1235** 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 refer **your** case to the Financial Ombudsman Service at the address given below.

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

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

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).

Telephone calls are recorded and monitored.

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.

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 or by contacting the Financial Conduct Authority on 0800 111 6768.

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

This insurance is governed by the laws of England and Wales

The definitions below apply to this section only.

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

We list the definitions alphabetically.

Authorised contractor	A tradesperson authorised by us to assess your claim, and carry out repairs in your home under this policy and under our delegated authority.
Beyond economical repair	Means where we estimate that the cost of repairing your primary heating and / or hot water system would be more than its current value, or, that we are unable to obtain spare parts to repair it.
Emergency	<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>The emergency will also include permanent and irreplaceable loss of all keys required to gain access to the home.</p>
Emergency repairs	Work undertaken by an approved contractor to resolve the emergency by completing a temporary repair .
Home	The house or flat shown on your policy schedule, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.
Insured/you/your	You , the policyholder, and/or any member of your immediate family normally living at your home .
IPA/we/us/our	Inter Partner Assistance SA, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address.
Permanent repair	Repairs and/or work required to put right the damage caused to the home by an emergency .

Reimbursement basis	Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ authorised contractor's fully itemised invoice, we will pay you as per your policy limit a contribution to a repair which you will arrange yourself . This will be in full and final settlement of your claim.
Temporary repair	A repair that will resolve the emergency but may need to be replaced by a permanent repair .
Pests	Brown or black rats, house or field mice, wasps or hornets.

General Conditions

1. Claims under this policy can only be made by **you**, **your** immediate family, lodger or anyone calling on **your** behalf.
2. If **you** refuse to allow **us** reasonable access to **your home** in order to provide the services **you** have asked for under this **policy** or if **you** fail to cooperate with **our** agents, representatives or **authorised contractors** or are abusive or threatening toward **our** staff **we** will be under no obligation to provide the services under this section.
3. This insurance does not cover normal day to day maintenance at **your home** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
4. Any loss where **you** did not contact us to arrange repairs will not be covered under this insurance
5. When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
6. If the emergency repair costs more than £1000.00 **we** will: require **you** to contribute the difference or subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** a contribution to a repair which **you** will arrange **yourself**, taking account of costs already reasonably incurred by **our** authorised contractor, for the initial visit. This will be in full and final settlement of **your** claim.

Parts availability

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

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

Important information

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**;
- b.) validate **your** policy and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment, or to settle **your** claim on a **reimbursement basis**;
- c.) **we** along with **our authorised contractors** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- d.) **we** will organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**;
- e.) in the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £250 including VAT towards the cost of **your** (including **your** pets) accommodation including transport. **We** will reimburse these costs to **you**;
- f.) **we** would always recommend that **you** arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, as this may only provide a temporary solution to the problem.

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

Cancelling your cover

Please refer to the 'General conditions' section of the 'Essential Information' document for details of the statutory cancellation rights and details when cancelling outside the statutory period.

Additional cancellation provisions

AXA Insurance UK plc has the right to cancel **your** AXA Home **policy** by providing written notice to **your** current address under certain circumstances as detailed under the 'General conditions' section of the 'Essential Information' document.

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

What is covered:

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

1. Plumbing problems related to the internal hot and cold water pipes between the main internal stopcock and the internal taps including the cold water storage tank; flushing mechanism of a toilet; External water supply pipes within your property boundary is covered where you are solely responsible for them.
2. A leak from: **your** toilet; pipes leading to and from the shower or bath and internal section of the overflow pipe along with central heating pipes.
3. An **emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak. This also includes blocked sinks, blocked or leaking waste pipes, along with rainwater drains; bath, toilets or external drainage. **You** will still be covered if **you** do have another working toilet or bathing facility. Blocked or leaking soil vent pipes, provided **you** are solely responsible for this.
4. Total failure of **your** electrics rendering **your home** uninhabitable.
5. Broken or cracked windows, which result in the **home** not being secure. **We** will undertake an **emergency repair** using boarding or similar material to resolve the immediate security risk.
6. Permanent and irreplaceable loss of all keys required to gain access to **your home**.
7. Removal of **pests**, where evidence of infestation in **your home** has been found. **Pests** found outside **your home**, such as in detached garages and outbuildings will not be covered.
8. A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. Please contact **your** Utility Company for restoration of gas supply who will be able to arrange this for **you**;
9. Complete failure or breakdown of **your** primary heating / hot water system resulting in no hot water and/or heating. Domestic gas boiler within **your home**, the output of which does not exceed 60Kw. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;
10. **We** will also cover loss of water pressure within a boiler due to a fault and / or a water leak from the boiler/heating system;
11. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather;
12. Claims related to other forms of primary heating, such as renewable technologies in **your home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a **reimbursement basis** if an **authorised contractor** is not available at the time in **your** local area.

What is not covered:

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

1. Trace and access to locate the source of the **emergency** is not covered. Please note that this may be covered under **your** buildings insurance.
2. Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain. Replacing external overflows, thermostatic and radiator valves, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins. Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines.
3. Plumbing or drainage problems related to septic tanks, swimming pools and hot tubs.
4. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
5. Damage to boundary walls, hedges, fences and gates.
6. Electricity supply to or failure of burglar/fire alarm systems and CCTV surveillance.
7. Problems related to temporarily frozen pipes.
8. Shared plumbing and drainage facilities are not covered under this policy even if they are within the boundaries of your home.
9. Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), fuel tanks, cesspits, treatment plants and their outflow pipes, guttering and downpipes.
10. Fences, outbuildings and detached garages: damage to windows or doors. Double glazing where one pane is broken but the other is intact and the **home** is therefore secure.
11. Primary heating / hot water system over an output of 60Kw are not covered. Any heating system which is not wholly situated within **your home** or is shared with neighbouring dwellings. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion.
12. Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system; Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps. Repair or replacement of the flue due to wear and tear.
13. Repair or replacement of boilers that have been declared as **beyond economical repair** by **our authorised contractors** are not covered.
14. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance with the manufacturer's guidelines.

We will not be liable for any of the following:

- a) Loss or damage arising from **emergencies** which were known to **you** prior to the **start date** of this insurance.
- b) Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- c) Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- d) Any defect, damage or failure caused by:
 - i. modification or attempted repair by **you** or **your** own contractor which results in damage to that or another part of **your** system because of poor workmanship;
 - ii. does not comply with recognised industry standards;
 - iii. malicious or wilful action, misuse or negligence.

- e) Any **emergency** in **your home** when it has been **unoccupied** for more than 30 consecutive days.
- f) The removal of asbestos.
- g) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**.
- h) Any loss arising from subsidence, landslip or heave caused by bedding down of new structures, demolition or structural repairs or alteration to the **home**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- i) Any loss, or injury, damage or legal liability arising directly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all.
- j) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

How to make a claim

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

0330 024 1259

You should have the following information available upon request:

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

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

Data Protection

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

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

Personal Information

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

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

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance (UK) Limited,

please write to us at :

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

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

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: 01737 815913

Email: 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 at the address given below.

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

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

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.

Telephone calls are recorded and monitored.

Financial Services Compensation Scheme (FSCS)

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

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 0330 024 1278* and quote “**AXA Direct Family legal protection**”

For **Our** joint protection telephone calls may be recorded and/or monitored.

Additional Legal Services

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

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

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

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

TERMS OF COVER

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

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

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

a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within the **Territorial Limits**.

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

DEFINITIONS

Additional definitions for this section only are shown below.

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

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal fees and disbursements incurred by the Adviser .
Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Costs	Standard Advisers' Costs and Adverse Costs .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Daily Rate	<p>An amount equal to 1/250th of either of the following:</p> <ul style="list-style-type: none"> • If You are employed, the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or • If You are self-employed, the monthly average of the income You declared to the Inland Revenue for the previous tax year
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
Excess	<p>The amount that You must pay towards the cost of any claim as stated below:-</p> <p>All sections: £50 where You appoint Our panel solicitor, or £500 where You do not appoint Our panel solicitor.</p> <p>The Excess shall be paid to and at the request of the Adviser.</p>
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
Insurer	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
Maximum Amount Payable	The maximum payable in respect of an Insured Incident as shown on Your insurance schedule.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial Limits	The European Union.
We/Us/Our	Arc Legal Assistance Limited.

You/Your/Yourself

Any person named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the home other than rent paying guests but including **Your** children attending university or college whose main residence is the home. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

COVER

Cover 1 – Consumer Pursuit

What 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

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) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

Cover 4 – Clinical Negligence

What is insured:

Costs to pursue a **Legal Action** for damages following clinical negligence resulting in **Your** personal injury or death against the person or organisation directly responsible.

What is not insured:

Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Cover 5 – 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 settlement agreement
- c) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Cover 6 – Property Infringement

What 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:
 - 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 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:
 - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii.) Land slip meaning downward movement of sloping ground
 - iv.) Mining or quarrying

Cover 8 – Property Sale and Purchase

What 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

Cover 9 – 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.

Cover 10 – Jury Service

What is insured:

We will pay a **Daily Rate** for the duration **You** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **Your** employer or the court.

We will pay 50% of the **Daily Rate** for each additional half day **You** are off work while attending jury service providing these costs are not recoverable from **Your** employer or the court.

Cover 11 – Tax

What is insured:

Standard Advisers' Costs incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that the HM Revenue and Customs reasonably requires

What is not insured:

Claims

- a) Where:
 - i) Deliberate misstatements or omissions have been made to the authorities
 - ii) Income has been under-declared because of false representations or statements by **You**
 - iii) **You** are subject to an allegation of fraud
- b) For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

General exclusions :

1. There is no cover where:

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

2. There is no cover for:

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

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

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

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions :

1. Claims

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

2. Prospects of Success

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

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

3. Other insurances

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

4. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see '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. 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: 01206 615000*

Email: customerservice@arclegal.co.uk

**Calls are recorded and/or monitored.*

Should **You** remain dissatisfied following **Our** final written response, **You** may refer **Your** case to the Financial Ombudsman Service at the address given below.

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

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

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.

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 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 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