

Lloyd &
Whyte



AXA Home Advantage Policy Wording

redefining / standards



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Important Notice

Useful hints and tips to help you to protect your Home

Please read this notice carefully as the advice it contains could help to prevent damage to your Home. We are committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.

Freeze and Escape of Water

1. If you leave your Home unattended, leave the heating on low (around 15°C).
2. Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
3. Lag pipes in the loft and check that the header and water tanks are insulated.
4. Lag outside water taps to prevent them freezing and pipes bursting.
5. In severe cold weather open the loft hatch to warm the void.
6. Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.
7. If you are going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice.

Storm

1. Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight.
2. Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
3. A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions.
4. Consider cutting back low hanging tree branches which could cause damage in high winds.
5. Please note: Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.

Theft

1. Burglar Alarms; the sirenbox will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone.
2. It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
3. Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.

Fire

1. A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
2. Avoid leaving candles left unattended or in a place likely to be knocked over.
3. It is advisable to have extinguishers in the Home.
4. Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
5. Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

Important Notices

Please note that this Home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep **your** property in good repair; and take reasonable steps to avoid loss or damage.

No claims discount

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, at renewal any available discount will be reduced or removed.

This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal.

Protection against fraud

Insurance Fraud has an impact on both **us** and **our** customers, so **we** take certain measures to prevent it

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How **we** deal with fraud to protect **us** and **our** customers

If **we** find that fraud has been committed **we** will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by **us**, including investigation and legal costs
- recover the cost of any previously paid claims

In addition, **we** may:

- inform the police, which could result in prosecution
- inform other organizations as well as anti-fraud databases

What to do if you need to make a claim

Call The Household Claims helpline 0330 024 8087

The claims helpline is open 24 hours a day, 365 days a year

The Household Claims helpline is a response service with operators who can immediately confirm whether **your** policy covers **you** for the **incident**.

We may record or monitor calls for training purposes or to improve the quality of **our** service.

We will not accept responsibility if any helpline service fails for reasons **we** cannot control.

When phoning, please have **your** policy number ready.

The Household Claims helpline repair and replacement service

(This is available if **you** have a valid claim under this insurance.)

Repairs

- If it is an emergency, **we** will arrange for one of **our** approved repairers to contact **you** within two hours;
- If it is not an emergency, **we** will arrange for an approved repairer to contact **you** within 24 hours. **We** will pay the bill for any repairs if they are covered by this insurance. All **you** need do is pay any policy **excess** to **our** repairer.

Replacements

- **We** can arrange to replace any lost, damaged and stolen items directly to **you**.

For claims under section 3 - Family legal protection
This is managed and provided by Arc Legal Assistance Limited and is underwritten by Inter Partner Assistance SA..
To make a potential claim under this policy, phone **us** on 0330 024 6861 and **we** will give **you** a reference number.

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 6861 and quote 'Lloyd & Whyte – Family Legal Protection'. For **our** joint protection telephone calls may be recorded and/or monitored.

Identity Theft Helpline call 0330 024 8687

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft. This helpline is open 8am•8pm, seven days a week.

Introduction to your policy

This is **your** insurance policy, which is underwritten by Lloyd & Whyte on behalf of AXA Insurance UK plc. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

This policy is a contract of insurance between **you** and **us**, and is made up of this booklet and **your schedule**. The cover provided is based on the statements and information **you** gave **us** or the information that was given on **your** behalf when **you** applied for the insurance. **We** used that information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

If **you** filled in a **proposal form**, **we** will send **you** a copy of it if **you** ask **us** to. If **you** did not fill in a **proposal form**, **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

You should read this policy booklet and **your schedule** together. Please check them carefully to make sure they give **you** the cover **you** want. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium (subject to Insurance Premium Tax where applicable).

If **your** needs change or any of the information given on **your proposal form** or on a **statement of insurance** changes, **we** might need to alter the **schedule**. Under the policy conditions, **you** must tell **us** about any changes. **We** will update the contract every time **we** agree to an alteration. **We** will give **you** a new **schedule** each time **we** renew the contract or make an alteration. If **you** ask **us** to, **we** will send **you** a new policy booklet when **you** renew **your** policy.

We agree to insure **you** under the terms and conditions set out in this policy booklet and the sections shown in the **schedule** for loss, damage, injury or liability that happens during the **period of insurance**.

Claims under section 3 - Family legal protection covers claims that are made during the **period of insurance**.

Your schedule tells **you** which sections of this policy booklet apply. Opposite each heading of cover on those pages **you** will find some exceptions that tell **you** what is not insured under that heading. There are also some general exclusions on page 13 that apply to all of the contract of insurance.

You agree to pay the premium and to keep to the conditions of the policy.

Thank **you** for choosing AXA Insurance.

Policy definitions

All through this policy there are certain words printed in bold. These words have special meanings which are shown below and on pages 8 and 9, except for the Family legal protection, Identity theft and Home assistance sections where different definitions apply.

Accidental damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

Buildings

The **home** and fixtures and fittings, TV aerials/satellite dishes, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** but not **garden items**.

Business equipment

Desktop and laptop computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

Computer viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

Contents

Household goods, high-risk **property**, **business equipment**, non-motorised pedalcycles, **money**, **credit cards** and **Personal belongings you** or **your family** own or are legally responsible for, but not:

- a) items held or used for business purposes (either totally or partly) other than **business equipment** ;
- b) **motor vehicles**, aircraft, caravans, trailers, boats, or any of their parts and accessories including car audio or car audio visual equipment and car phones;
- c) animals, birds, fish or any living thing;
- d) interior decorations.

Credit cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

Domestic employees

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 towards each claim.

Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other paying guests.

Fine art

Collectors' items, pictures and other **works of art**, rare and unusual figurines and ornaments.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

Garage

A structure originally built for storing a motor vehicle or **motor vehicles**.

Garden items

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

High-risk property

Includes any jewellery, watches, furs and **precious metals**. **We** treat pairs or sets of items as one item.

Home

The **property** shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the **property's** **garages** and **outbuildings**, all at the same address and all used by **you** for domestic purposes only. If there are no business visitors to the **property** and no employees, one room may be used as an office. Unless **we** state otherwise in the **schedule**, the main building of **your property** must be made of brick, stone, concrete, flint or metal, have a thatch, slate, tile, metal, concrete or turnerised roof, or be any other construction agreed by the company.

Incident

Any event that might lead to a claim.

Landslip

Downward movement of sloping ground.

Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for Section 2 - **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for High-risk **property** is shown in **your schedule**.
- The most **we** will pay for any one claim for **Fine art** is shown in **your schedule**.

The limit shown in the **schedule** for high-risk **property** and **fine art** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**. If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

- The **maximum claim limit** for section 3 - Family legal protection and section 4 - Identity Theft protection is £75,000 for all **incidents** that arise from the same original cause.
- The **maximum claim limit** for section 5 - Home Assistance is shown in **your schedule**.

Money

Cash, cheques, gift cards, postal and money orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

Motor vehicles

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- golf trolleys which are controlled by someone on foot.

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;

- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Period of insurance

The time between the effective date and the expiry date as shown in the **schedule**.

Personal belongings

Items worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

Proposal form and statement of insurance

The **proposal form** you signed or the **statement of insurance** that contains information you gave us and any other information you gave us. This includes information given on **your** behalf.

Precious metals

Means any metal that has a high economic value due to its rarity and includes but is not limited to gold, silver and platinum and metal items that are plated with the same.

Schedule

The document that shows:

- **your** name and address;
- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

We issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change the policy cover.

Secured

- Outside doors are fitted with five-lever locks
- The windows can be locked with keys.
- Up-and-over doors can be locked with keys.
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- **You** maintain the locks and bolts in full working order:
- **You** use the locks and bolts at night, when nobody is in the **home** and when the **home** is **unoccupied**.
- **Outbuilding** doors are fitted with a padlock or other key operated security device; **outbuilding** windows are closed or sealed.
- **Garage** doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Policy definitions - continued

Specified Items

Specified items are items that have been individually identified to **us** and are shown in **your schedule**.

Storm

We consider **Storm** to be strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute **Storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less).

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Unfurnished

A **Home** with not enough furniture for someone to live in it.

Unoccupied

A **Home** not lived in or not intended to be lived in for more than 60 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

We, our, us

AXA Insurance UK plc. Registered office address:
5 Old Broad Street London EC2N 1AD
Registered in England No 78950.

Works of art

Works of art includes but is not limited to antique furniture, paintings, drawings, china, glass, porcelain and all other collectable **property** which belongs to **you** or for which **you** are legally responsible.

You, your

The person or people shown in the **schedule** as 'the insured'.

Policy Conditions

1. Your contract of insurance

Your policy is based on the **statement of insurance**, or the **proposal form** and declaration, this policy booklet and the **schedule**.

When **you** arranged this insurance:

- **you** gave **us** information which is shown on the **statement of insurance**; or
- **You** signed a declaration on the **proposal form** to say that the information on the form and any other information **you** have given **us** is true and accurate as far as **you** know.

The insurance will not be valid if:

- If **you** have not taken reasonable care to provide information which is true and accurate; or
- **You** do not keep to the conditions of the policy.

You cannot make a claim if the insurance is not valid.

If **you** or **your** family do not comply with the policy conditions we may take one or more of the following actions:

- cancel **your** policy
- declare **your** policy void (treating **your** policy as if it never existed)
- change the terms of **your** policy
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

2 The law that applies

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

3 Changes in your circumstances

You must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid.

In particular, **you** must tell **us**:

- if **you** change **your** address;
- if **you**, or any person named in **your** schedule, change job;
- if **you** or **your** family receive a police caution for or been convicted of or charged with any offence other than driving offences;
- if **you** or **your** family have been declared bankrupt or been subject to bankruptcy proceedings;
- about any changes to **your** buildings that will increase the rebuilding costs, especially structural alterations;
- about any increase in the value of **your** contents or **Personal belongings**;
- if someone other than a member of **your** family comes to live with **you** ;and
- if **your** home will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**. **We** will not request from **you** or refund to **you**, any difference in

premium following a change being made to **your** policy during the **period of insurance** if it is less than £10.

4 Precautions

You must take reasonable care to:

- keep **your** home in a good state of repair; and
- avoid or limit any loss, damage or injury.

5 Security

If **you** live in certain areas, **we** may insist that **you** have high security locks and, in some cases, an alarm system fitted. To reduce **your** premium, **you** may have told **us** that **you** have these locks or an approved alarm.

We will print an endorsement on **your** schedule showing the security measures **you** have told **us** are fitted, when **you** must use them and the cover that is excluded if **you** do not use them. If **we** have insisted that **you** have this security, but it is not fitted or **you** do not keep it in good working order, the cover under the policy will not be valid for theft, attempted theft or malicious damage.

6 Cancelling the policy and the cooling-off period

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to Lloyd & Whyte Ltd if **you** want to cancel **your** policy. This is known as a cooling-off period.

If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium. If any claim has been made during the period of cover provided, **we** will deduct the cost of any payments made from the refund due.

You may cancel **your** policy at any time after the cooling-off period by telephoning or writing to Lloyd & Whyte Ltd. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We may cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include:

- Changes to the information detailed on **your** proposal form or on a **statement of insurance** or **schedule** which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. For cancellation of Section 3 - Personal Legal Protection, please see page 40 of **your** policy.

7 Other insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

8 Fraudulent claims

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

If **you** or anyone acting for **you**;

Knowingly makes a fraudulent or exaggerated claim under the 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 cancel **your** policy

We will not pay any fraudulent claims

We will be entitled to recover from **you** the amount of any fraudulent claim already paid under the policy since the start date

We may not return an premium paid by **you** for the policy

We may inform the Police of the circumstances.

9 Data Protection Notice

Please refer to the Data Protection Notice on page 47 which contains important information about **our** use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Data Protection Notice will also apply to anyone else insured under **your** policy, **you** should also show the Data Protection Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

10 How to make a claim

If **you** are aware of an **incident** that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Buildings and/or Contents

Call **our** claims helpline on 0330 024 8087 to report the **incident**. If **you** also wish to contact Lloyd & Whyte please call 01823 250700.

- Tell the police as soon as reasonably possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any **property** which has been lost.
- If **we** have asked **you** to fill in a claim form, send this back to **us**, with everything **we** have asked for, within 30 days of **us** sending it to **you**.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the **property** from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any **incident**; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take **legal** action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

We will answer all correspondence within five working days of receiving it.

Family Legal Protection

If **you** or **your** family are claiming for legal protection, please phone 0330 024 6861 between the hours of 9am - 5pm from Monday to Friday.

Under no circumstances should **you** or **your** family instruct a solicitor as **we** will not pay their costs and it could stop the claim from being covered.

- **We** will take details over the phone and send out a claim form which should be completed and returned.
- On receipt of the fully completed claim form **we** will assess the circumstances and make sure that the claim is covered. **We** cannot help if it is more likely than not that the dispute would be lost in court since it will not be possible to achieve the remedy being sought if that is the case.
- On acceptance of a claim **we** will arrange for a solicitor to quickly contact **you** or **your** family to progress the case. The solicitor will try to resolve the dispute without delay however matters cannot always be resolved quickly if the other side is slow to co-operate or a legal time table is decided by the courts.

11 How **we** will settle **your** claim

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate;

- Repair
- Replace
- Rebuild
- Payment

We may offer to repair, replace or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your** buildings and/or contents, **we** will send **you** a payment representing;

Policy conditions – continued

- The amount by which the building and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is the lowest.

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 discounted replacement price **we** would normally pay

If **you** make a claim, **we** may ask for evidence that **you** own the item **you** are claiming for.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings, contents** or personal possessions sections, **we** will only take off one **excess**.

This will be the highest **excess** shown in **your schedule** for the sections concerned.

Important

You must make sure that the **maximum claim limit** is correct.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your home**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.
- For **Specified items** of **Personal belongings**, high risk **property** or any other specified item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

If the **maximum claim limit** under any section is less than the current cost of replacing, repairing or rebuilding the **property** as new: **we** may apply the following:

- **Buildings**
If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75 % of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75 % of any claim made by **you**.
If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

- **Contents**

If, at the time of any loss or damage, the **contents** sum insured is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by

the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your contents** insurance is equal to 75 % of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75 % of any claim made by **you**.

If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim

We will pay up to 150 % of the **buildings** sum insured if it has been based on a rebuild cost valuation by a professional valuer or surveyor and had been index-linked continuously since the date of the valuation and adjusted to reflect any subsequent alterations or extensions to the **buildings**. **You** are obliged to use all reasonable efforts to maintain the sum insured at full value with the **property** being re-surveyed every 5 years.

Matching pairs or sets

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. If the individual damaged items cannot be repaired or a replacement found **we** will also pay up to 50 % towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.

Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

Buildings section

If **you** keep **your buildings** in good repair, **we** will pay the cost of repairing, replacing or rebuilding the **buildings**, but **we** will take off an amount (if appropriate) for wear and tear if **you** claim for:

- flat or felt roofs;

Protecting sums insured

The **maximum claim limit** under the **buildings** and **contents** sections will not be reduced if **you** make a claim.

12 Your policy

Your policy is based on the answers that **you** gave about **yourself** which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed, and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. If **you** are in any doubt as to whether a piece of information is relevant, please ask **us**. **We** will be happy to give advice. As a guide, here are a few examples. The list does not cover all possible changes.

Example a

The contract of insurance covers **you** if **your home** is **unoccupied** for up to 60 days in a row. **You** have told **us** that **your home** will not be left **unoccupied** for more than 60 days in a row. If this changes and **your home** will be left **unoccupied** for longer than 60 days in a row, **you** must tell **us**. If the **home** is left **unoccupied** for more than 60 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the **property** was occupied.

So, **our** assessment of the risk would be different for an **unoccupied property**.

Example b

The property covered by this policy is shown in **your schedule** of insurance. If **you** change **your** address, this may influence the premium or the cover **we** are prepared to provide. **You** may need to have a higher level of security, for example, special locks are a condition for cover in some areas of the country.

So, a change of address is a fact **you** should report to **us** before **you** move.

13 Index-linking

You requested a specific sum insured amount for **buildings** or **contents** cover on which to base **your** premium. **We** will change the **maximum claim limit** each month. **We** will assess it each year on the renewal date. The change will be in line with the published Consumer Durables Index for **contents** cover and the House Rebuilding Cost Index for **buildings**. The amended **maximum claim limit** and the renewal premium will be shown in **your** renewal notice. **We** will not reduce these limits if an index value reduces unless **you** ask **us** to do so. Index-linking the **buildings maximum claim limit** will continue during replacement or repair following a loss or damage as long as the replacement or repair is carried out without unnecessary delay.

If **you** have not requested a specific sum insured amount for **buildings** or **contents** index-linking will not apply.

14 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

15 Lapsed policy warning

In some situations (for example, if **you** live in an area likely to flood) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

General policy exclusions

The policy does not cover the following.

1. 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 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.

2. Riot or Civil Commotion

- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;

3. Confiscation

Any loss damage or liability caused by or happening through confiscation or detention of **property** by customs or other officials;

4. Sonic Bangs

Loss or damage caused by pressure waves caused by aircraft and other flying objects travelling at any speed;

5. Radioactive Contamination

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

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

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. Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident or leakage of oil from a domestic oil installation at **your** home.

8. 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 arising from the normal use, maintenance and upkeep of **your** buildings and its contents.

9. Deliberate Loss or damage

Any loss or damage caused or allowed to be caused deliberately, wilfully, maliciously, illegally or unlawfully by **you** or **your family** or anyone lawfully in the **home**.

10. Dual Insurance

Loss or damage to Property more specifically covered by another policy of insurance.

11. Reduction in Market Value

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

12. Pre inception damage

Any loss, damage, injury or accident that commenced before this policy came into force.

Section 1 - Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your buildings are covered under this section</p> <p>The most we will pay The most we will pay for loss of or damage to the buildings is the maximum claim limit shown in the schedule.</p> <p>The causes covered The buildings identified in the schedule are covered for loss or damage caused by any of the following;</p>	<p>The excess shown in the schedule for every incident</p>
1. Fire, smoke, explosion, lightning or earthquake.	1. Scorching, singeing, melting or damage caused by smoke that happens gradually or over a period of time
2. Riot, civil commotion and labour or political disturbance and strikes	2. Loss or damage that is not reported to the police within seven days
3. Malicious damage	3. Malicious damage caused; <ul style="list-style-type: none"> • By you or your family • By a person lawfully allowed to be in your home; or • When your home is unoccupied or unfurnished
4. The buildings being hit by: <ul style="list-style-type: none"> • Aircraft or other flying objects or anything dropped from them; • Fireworks; • Vehicles, trains or trams; • Falling aerials, masts or satellite dishes; • Falling trees or branches; • Animals or birds; or • Lamp posts or telegraph poles. 	4. Loss or damage <ul style="list-style-type: none"> • Caused by domestic animals, birds or pets; • To aerials, aerial fittings, satellite dishes or masts; • Arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; or • To hedges, gates and fences
5. Storm or Flood	5. Loss or damage <ul style="list-style-type: none"> • To gates, fences or swimming pool, Jacuzzi and hot tub covers; • Caused by frost; • Caused by subsidence, ground heave or landslip (this damage is covered under cause 6) • that happens gradually over a period of time; • that does not arise from one identifiable event which directly and immediately caused the loss or damage.

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>6 Subsidence or ground heave of the site the buildings stand on, or landslip.</p>	<p>6 Loss or damage:</p> <ul style="list-style-type: none"> • to the buildings or their foundations because the materials they are built from shrink or expand; • caused by the compaction of infill; • to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand. • caused by the sea or river wearing away the land; • caused by defective materials, faulty design or faulty workmanship; • caused by foundations which do not meet the Building Regulations at the time of construction; • caused by foundations that do not meet the NHBC guidelines at the time of construction; • caused by demolishing, structurally altering or repairing the buildings; • to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause; • to walls, gates, hedges, outbuildings, fences, paths, drives, patios, terraces, service tanks, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or • for which compensation is provided by contract or legislation. <p>Damage that started before this policy came into force. Loss of market value after repairs.</p>
<p>7 Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet. We will also reimburse reasonable costs you have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit. We will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak. This cover is provided within (not in addition to) the maximum claim limit for buildings.</p>	<p>7 Loss or damage:</p> <ul style="list-style-type: none"> • when the main building of your home is unoccupied or unfurnished; • that has been happening gradually over a period of time; • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or • caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on. <p>Subsidence, heave or landslip of the site the buildings stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and excess apply). Repairs to the pipework or other parts of the water or heating system unless caused by freezing. Costs we have not agreed to.</p>

Section 1- **Buildings** – continued

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
8 Theft or attempted theft	8 Theft or attempted theft: <ul style="list-style-type: none"> • by you or any member of your family, domestic employees, lodgers, paying guests or tenants; • or when your home is unoccupied or unfurnished.
9 Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system. We will also reimburse reasonable le costs you have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit. We will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak. This cover is provided within (not in addition to) the maximum claim limit for buildings .	9 Loss or damage: <ul style="list-style-type: none"> • when your home is unoccupied or unfurnished; • that has been happening gradually over a period of time. • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs. Repairs to the pipework or other parts of the heating system. Costs we have not agreed to.
10 Property owner's liability We will pay all amounts you or a member of your family legally have to pay for causing; <ul style="list-style-type: none"> • death, bodily injury, illness or disease; and • loss of or damage to property; which is caused by an accident happening in or around the buildings during the period of insurance and which arise: <ul style="list-style-type: none"> • from you owning but not occupying the buildings; • or from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which you sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date your policy ends or is cancelled, but will not apply if the policy is invalid or your liability is covered by a more recent policy). The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule . If you die, we will indemnify (protect) your legal representative against your or your family's liability.	10 Any amount for death, bodily injury, illness or disease to you , your family or any domestic employee. Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you . Liability arising directly or indirectly from: <ul style="list-style-type: none"> • any lift (other than a stairlift) you own or you are responsible for maintaining; • any deliberate or malicious act; ○ occupation of any land or building; • using the home for any business, trade, profession or employment; and • any agreement unless you would have had that liability without the agreement. Any claim where you would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy. Any amount above the amount shown in the schedule
11 Professional fees and costs Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including: <ul style="list-style-type: none"> • architects', surveyors' and legal fees; • the cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings; and • other costs necessary to keep to government or local authority requirements, unless you had received notice to meet the requirements before the damage happened. 	11 The cost of preparing a claim

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>12 Rent and alternative accommodation Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section. We will also pay the reasonable costs of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this section. The most we will pay in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	12 Any amount above the amount shown in the schedule
<p>13 Buyer's cover If you have exchanged contracts to sell your home, we will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p>	13 Any amount above the amount shown in the schedule
<p>14 If you sell your home If you have exchanged contracts to sell your home, we will continue to provide cover until the sale goes through as long as:</p> <ul style="list-style-type: none"> • this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and • you have already insured your new home under this policy. 	14 Any amount above the amount shown in the schedule
<p>15 Protection against damage caused by emergency services We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency. The most we will pay for any one claim is the amount shown in the schedule. We will also pay for damage to your garden items (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at your home.</p>	15 Any amount above the amount shown in the schedule
<p>16 Removal of squatters If squatters live in your home, we will pay up to the maximum claim limit shown in the schedule towards your legal costs for removing them. You must get our agreement in writing before you start proceedings to receive this benefit. The most we will pay in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>16 Legal costs for removing the squatters while your home or any part of it is;</p> <ul style="list-style-type: none"> • lent, let or sublet to or occupied by someone who is not a member of your family; or • unoccupied or unfurnished <p>Costs we have not agreed to in writing. Any amount above the amount shown in the schedule</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>17 Replacement with locks and keys We will pay the cost of replacing and installing locks on outside doors if;</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; <p>or</p> <ul style="list-style-type: none"> • they are damaged inside the home by an event insured under this section. <p>If you insure both your building and contents under this policy and make a claim for replacement and keys we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for ant one claim is the amount shown in the schedule.</p>	<p>17 Any amount above the amount shown in the schedule</p>
<p>18 Accidental loss of metered water or oil in domestic heating systems If you insure both your building and contents under this policy make a claim for accidental loss of metered water or oil we will make one claims payment under either your building or contents section of cover. It is not possible to make a claim under both building and contents cover for the same incident. The most we will pay for any one claim in any one period of insurance is shown in the schedule. The cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>18 Loss while the home is unoccupied or unfurnished. Any amount above the amount shown in the schedule</p>
<p>19 Garden Cover We will pay for loss or damage caused to hedges, lawns and plants that you own, which are outside the building but within the boundaries of the home, by any of the following:</p> <ul style="list-style-type: none"> • Theft or attempted theft; • Fire, lightning or explosion; • Storm or flood; • Malicious damage; • Accidental damage caused by any person other than you or your family; • Wild animals; • Television aerials, satellite dishes and masonry falling from the building; or • Branches falling from trees. <p>We will also pay for loss or damage to trees and shrubs caused by theft.</p> <p>If you insure both your buildings and contents under this policy and make a claim for garden cover, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>19 Malicious damage caused by;</p> <ul style="list-style-type: none"> • You or your family; or • A person lawfully allowed to be in your home. <p>Loss or damage;</p> <ul style="list-style-type: none"> • Caused by wear and tear or deterioration; • Caused by natural ageing; • Caused by domestic animals, birds or pets; • Caused by frost; • Caused by subsidence, landslip or heave; • Caused by smoke or bonfires; • From light or atmospheric or climatic conditions; or • Caused by insects vermin rot, mildew, fungus or poisoning. <p>Loss or damage caused in connection with your trade, business or profession. Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>20 Acquired disability We will pay the reasonable cost of carrying out necessary alterations to your home if you or a member of your family become permanently physically disabled during the period of insurance as a result of a sudden and unforeseen incident.</p> <p>Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind.</p> <p>If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your building or contents section of cover it is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim in any one period of insurance is shown in the schedule.</p>	<p>20 Any necessary alteration that can be recovered from another party Any amount above the amount shown in the schedule.</p>
<p>21 Compulsory evacuation alternative accommodation We will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because a local authority prohibits you from living in them following loss or damage to a neighbouring property.</p> <p>This cover will operate for a period of 30 days from the date of compulsory evacuation.</p> <p>If you insure both your buildings and contents under this policy and make a claim for compulsory evacuation, we will make one claims payment under either your building or contents section of cover. It is not possible to make a claim under both building and contents cover for the same incident.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition (not within) the maximum claim limit for buildings.</p>	<p>21 Any amount above the amount shown in the schedule.</p>
<p>22 Newly acquired fixtures We will cover your newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your building maximum claim limit is exceeded.</p> <p>We reserve the right not to insure any newly acquired fixtures after the 60th day.</p> <p>For this cover to apply you must agree to increase the buildings maximum claim limit and pay any additional premium that is due.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>22 Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>23 Pre-existing alteration/extension cover</p> <p>We will pay for costs incurred by you if any parts of the building have been altered or extended and the government or local authority holds you legally liable for such alterations or extensions providing that you have made reasonable enquiries about any previous alterations of extension when you bought the home and you did not carry out the alterations or extensions yourself.</p>	<p>23 Any amount above the amount shown in the schedule.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Alterations or extensions that you were aware of prior to the period of insurance; • More than 25 % of the total sum insured for the building shown in the schedule; • The first £1,000 of any claim; or • The expense of preparing a claim
<p>24 Unfixed building materials</p> <p>We will provide cover for newly acquired building materials and supplies owned by you and kept within the grounds of your home for use in construction, maintenance or alteration of your home for a maximum of 12 months. If we have not been notified and provided details of the materials and supplies prior to the most we will pay for any one claim will be £10,000, if you have cover for building. And additional premium may be payable to us on notification</p>	24 Any amount above the amount shown in the schedule
Section 1- Buildings – accidental damage extension	
What is insured	What is not insured
<p>The buildings are covered under this section</p> <p>The most we will pay</p> <p>The most we will pay is the maximum claim limit under the buildings section</p> <p>The causes covered</p>	The excess shown in the schedule for every incident
25 Accidental damage	<p>25 Damage:</p> <ul style="list-style-type: none"> • By any cause or event already covered under section 1 buildings; • Caused by wear and tear, loss of value or lack of maintenance; • Caused by movement of the land the buildings are on; • Caused by any part of the buildings moving, settling or shrinking; demolishing or structurally altering or repairing the buildings • Cause by insects, moths, vermin ,parasites, wet rot, dry rot fungus, atmospheric conditions, light or other gradual causes; • Happening gradually over a period of time; • Cause by altering ,washing ,cleaning, restoring ,maintaining ,repairing, dismantling or misusing the building; • Caused by frost; • Caused by faulty workmanship, design or material; • Caused by chewing scratching tearing or folding by domestic animals and pets • Caused by the effect of chemicals; • Caused by electrical or mechanical breakdown;

What is insured	What is not insured
	<p>Caused by a person your home or any part of it is lent, let or sublet to;</p> <ul style="list-style-type: none"> • Caused by Storm damage to fences, gates, hedges and swimming pool covers; • Cause maliciously by you or your family or by a person lawfully allowed to be in your home; • Arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; • That does not arise from one identifiable event which directly and immediately caused the loss or damage; • That would not have arisen if there had not been a failure to deal with existing damage which should have been noticed and where there has been a unnecessary delay in starting repairs; • Caused by rain or after entering the home, as a result of faulty workmanship, poor maintenance or wear and tear; • When your home is unoccupied or unfurnished; • To hot tubs and Jacuzzis; • To drainage which did not meet the building regulations at the time of construction; and • To pitch fibre drains cause by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials. Cleaning blocked drains unless the blockage is caused by damage to the fabric of the drains insured under this section. <p>The cost of maintenance or routine redecoration.</p>

Section 2 - Contents

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>This insurance covers your and your family's contents for physical loss or physical damage anywhere in the world during the period of insurance.</p> <p>The most we will pay The contents are covered up to the maximum claim limit shown in the schedule when in the main building of you home. However, the following limits apply.</p> <p>High- risk property</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for high risk property is shown in the schedule. • The most we will pay for any one item is the maximum claim limit shown in the schedule. <p>Business equipment</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for business equipment shown in the schedule • The most we will pay for any one is the maximum claim limit shown in the schedule. <p>Contents in the open (within the boundary of your home)</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for contents in the open shown in the schedule. ○ The most we will pay for any one item is the maximum claim limit shown in the schedule. <p>Money</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for money shown in the schedule. <p>Credit cards</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for credit cards shown in the schedule. <p>Deeds and documents</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for deeds and documents shown in the schedule. <p>Fine art</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for fine art shown in the schedule. • The most we will pay for any one item is the maximum claim limit shown in the schedule. 	<p>The excess shown in the schedule for every incident. Anything more specifically insure in another part of this policy. Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
<p>The causes covered</p> <p>The contents are covered for loss or damage caused by the following.</p>	<p>The excess shown in the schedule for every incident</p>
<p>1. Fire or smoke, explosion, lightning or earthquake</p>	<p>1. Scorching, signing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2. Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2. Loss or damage that is not reported to the police within seven days</p>
<p>3. Malicious damage.</p>	<p>3. Malicious damage caused;</p> <ul style="list-style-type: none"> • By you or your family; • By a person lawfully allowed to be in your home; • When your home is unoccupied or unfurnished; or • By computer viruses; • To items not in a building • In halls of residence or student accommodation; • To any item taken out of your home to sell display or exhibit; • During removals or • From a caravan, mobile home or motor home.
<p>4. The home being hit by:</p> <ul style="list-style-type: none"> • Aircraft or other flying objects or anything dropped from them; • Fireworks; • Vehicles, trains or trams; • Falling aerials, masts or satellite dishes; • Falling trees or branches; • animals or birds, or; • Lamp posts or telegraph poles. 	<p>4. Loss or damage;</p> <ul style="list-style-type: none"> • Caused by domestic animals, birds or pets; or • Arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away unless the fallen tree has damaged your contents.
<p>5. Storm or flood</p>	<p>5. Storm or flood damage to property away from your home and not in a building.</p> <p>Loss or damage;</p> <ul style="list-style-type: none"> • To any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items from theft, damage or weather conditions); • That happens gradually over a period of time; • That does not arise from identifiable event which directly and immediately caused the loss or damage; • In halls of residence or student accommodation; • To any item taken out of your home to sell, display or exhibit; • During removals; or • From a caravan, mobile home or motor home.

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>6. Subsidence or ground heave of the site your home stands on, or landslip.</p>	<p>6. Loss or damage caused by:</p> <ul style="list-style-type: none"> • The sea or river wearing away the land; • Faulty design or construction of the buildings or their foundations; • Demolishing, altering or repairing the buildings; or • The foundations of the building or the materials which they are built shrinking or expanding. <p>Loss or damage for which compensation is provided by contract or legislation. Damage that started before this policy began.</p>
<p>7. Escaping water Water leaking from any fixed domestic water or drainage installation, heating system, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep freeze cabinet.</p>	<p>7. Loss or damage;</p> <ul style="list-style-type: none"> • To the fixed domestic water or heating system itself; • That has been happening gradually over a period of time; • That would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or • Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on; • When the main building of your home is unoccupied or unfurnished.
<p>8. Theft or attempted theft The most we will pay for any one claim for theft of contents from an outbuilding or garage is the maximum value limit for theft of contents in an outbuilding or garage shown in the schedule. The most we will pay for any one claim for theft of contents from a secured outbuilding or garage built of brick stone or concrete and kept in good repair is the maximum claim limit for theft of contents in a secured outbuilding or garage shown in the schedule. The most we will pay for any one claim is the amount in the schedule. Financial loss if your credit card is lost or stolen and someone else uses it. We will provide this cover only if you:</p> <ul style="list-style-type: none"> • Immediately report the loss or theft of any credit to the credit card company; • Report the loss or theft to the local police within 24 hours of discovering the loss or theft; and • Keep to the conditions of the credit card 	<p>8. Theft or attempted theft;</p> <ul style="list-style-type: none"> • by deception, unless entry only is gained by deception; • by you or any member of your family, domestic employees, lodgers, paying guest or tenants; • when your home is unoccupied or unfurnished; • when your home or any part of it is lent, let or sublet to or occupied by someone who is not a member of your family, unless force causing damage to the main building of the home was used to get in or out of the building. • Of money, unless force causing damage to the main building of the home was used to get into or out of the building; <p>Loss or damage:</p> <ul style="list-style-type: none"> • To any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items from theft, damage or weather conditions) if caused by a person lawfully on the premises; • Caused by theft or attempted theft from an unlocked hotel, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • In halls of residence or student accommodation unless there is evidence that forcible and violent entry took place; • To any item taken out of your home to sell display or exhibit; • During removals; or • From an unattended caravan, mobile home or motor home.

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
	<p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless;</p> <ul style="list-style-type: none"> • The item is kept in a locked covered boot or glove compartment; • All access points to the vehicle are closed and locked ; • Any extra security systems are turned on; or • There is evidence that forced and violent entry took place; <p>Electrical or mechanical breakdown. Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either;</p> <ul style="list-style-type: none"> • In a locked building; or • Secured by a suitable chain and padlock (or cycle lock) to a post; cycle rack or immovable object. <p>Loss or damage to accessories or removable parts of pedal cycles, unless they are lost or damage at the same time and by the same incident as the pedal cycle. Any amount above the amount shown in the schedule.</p>
<p>9 Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fire heating system.</p>	<p>9. Loss or damage to the fixed domestic oil fire heating system itself. Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>
<p>10 Accidental loss of metered water or oil in domestic heating systems. if you insure both your building and contents under this policy and make a claim for accidental loss of metered water or oil we will make one claim payment under either you're your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>10. Loss while the home is unoccupied or unfurnished. Any amount above the amount shown in the schedule.</p>
<p>11 Damage to food in any refrigerator or deep freezer caused by;</p> <ul style="list-style-type: none"> • A rise or fall in temperature; or • Contamination by refrigerant or refrigerant fumes. <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <ul style="list-style-type: none"> • This cover is provided within (not in addition to) the maximum claim limit for contents. 	<p>11. Loss or damage caused by;</p> <ul style="list-style-type: none"> • Your power supply being cut off by the supplier ; or • A strike, a lockout or and industrial dispute. <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>12. Public and personal Liability</p> <p>We will pay all amount you or a member of your family legally have to pay for causing;</p> <ul style="list-style-type: none"> • Death, bodily injury, illness or disease; or • Loss of or damage to property; <p>Which is caused by and accident happening during the period of insurance and arising;</p> <ul style="list-style-type: none"> • From your occupation (but not ownership) of the buildings; or • In a private role not connected with owning the buildings. • From the employment by you or your family of domestic employees. <p>The most we will pay for any one claim or series of claims arising from one cause is the maximum claim limit shown in the Schedule Plus any costs and expenses we agree in writing.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>12 Death, bodily injury, illness or disease suffered by you, your family or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> • Mechanically powered or motorised vehicles except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour; • Aircraft, except model aircraft that have a wing span of less than 10 feet; • Gliders, hang-gliders and micro lights; • Hovercraft, boards or any other craft or equipment designed for use in or on water other than pedestrian-controlled models or toys and hand or foot propelled boats; • Caravans, horse boxes, trailers or trailer tents; • Firearms, except legally held sporting guns used for sporting purposes; • Dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or • Lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> • A direct or indirect result of an assault or alleged assault; • Any deliberate malicious act; • Hunting or racing of any kind except on foot; or • Your business, trade profession or employment. <p>Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.</p> <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>13. Liability for domestic employees We insure you against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is by you during the period of insurance. Cover applies anywhere in the world if the contact of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands. The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	13. Any amount above the amount shown in the schedule .
<p>14. Tenants liability We insure you against your legal liability as a tenant of your home for:</p> <ul style="list-style-type: none"> • damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy; • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and • Accidental breakage to fixed sanitary fittings and bathroom fittings. <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing. If you make a claim you will need to provide evidence that you are legally liable for the damage</p>	<p>14. Any amount above the amount shown in the schedule. Damage to the structure of your home, or to the landlord's fixtures, fixings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while you home is unoccupied or unfurnished. Loss or damage excluded any of the causes 1 to 9 of section 2- Contents.</p>
<p>15. Unpaid damages We will pay the unpaid amount of any award made in your favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. We will pay the amount if:</p> <ul style="list-style-type: none"> • you have not received full payment within three months of the date of the award; • the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; • you would have had a valid claim under cause 14 of this policy if the award had been made against you; • And there is not going to be an appeal. <p>After we have made a payment, we may enforce your rights against the person who should have made the payment. (In this case, we will keep any amounts we get back.) The most we will pay for any one claim, or series of claims arising from one cause is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	15. Any amount above the amount shown in the schedule .

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>16 Rent and alternative accommodation</p> <p>If you cannot live in your home because of damage insured under this section:</p> <ul style="list-style-type: none"> • we will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets until you can live in your home again; and • If you are a tenant, we will also pay any rent you have to pay while you are not living in your home. <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	16 Any amount above the amount shown in the schedule .
<p>17 Replacement locks and keys</p> <p>We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • They are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents</p>	17 Any amount above the amount shown in the schedule .
<p>18 Household removal</p> <p>If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</p> <ul style="list-style-type: none"> • being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address; • on their way to or from a furniture depository; and being loaded or unloaded. 	<p>18 Loss of or damage to:</p> <ul style="list-style-type: none"> • glass or other fragile items; or • Property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions)
<p>19 Fatal Injury</p> <p>If you or any member of your family have a fatal injury:</p> <ul style="list-style-type: none"> • Caused by a fire in your home; or • As a result of an assault in your home; <p>We will pay the amount shown in the schedule for the person who dies, but only if they die within 12 months of the fire or assault.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>	19 Any amount above the amount shown in the schedule

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>20 Wedding and civil partnership ceremony insurance The maximum claim limit under this section is increased by the amount shown in the schedule for 30 days before and 30 days after your or any member of your family's wedding day or civil partnership ceremony, to cover cost of items bought for the wedding or civil partnership ceremony. During this period, we will insure the wedding or civil partnership ceremony gifts against loss or damage when they are;</p> <ul style="list-style-type: none"> • In your home • In the building where the wedding or civil partnership ceremony reception is held; or • Being transported between your home and the reception. <p>The most we will pay for any one claim is the amount shown in the schedule. The increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	20 Any amount above the amount shown in the schedule .
<p>21 Birthday increase The maximum claim limit under this section is increased by the amount shown in the schedule 30 days before any member of your family's birthday, to cover gifts purchased for members of your family. The most we will pay for any one claim is the amount shown in the schedule. This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	21 Any amount above the amount shown in the schedule .
<p>22 Religious festival increase The maximum claim limit under this section is increased by the amount shown in the schedule during the month of your religious festival to cover gifts and extra food and drink bought for the religious festival. The most we will pay for any one claim is the amount shown in the schedule. This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy schedule.</p>	22 Any amount above the amount shown in the schedule .
<p>23 Guests Personal belongings We will cover your guests and visitors Personal belongings while your home for the causes insured 1 to 9 listed on the previous pages and cause 44 if they are not insured under any other policy. The most we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	23 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages and cause 44. Loss or damage if any item is insured under any other policy. Any amount above the amount shown in the schedule .

What is insured	What is not insured
The causes covered	the excess shown in the schedule for every incident
<p>24 Shopping in transit Loss of or damage to food and other items while you are bringing them to your home from the shop or shops where you bought them. The most we will pay is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>24 Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen unless:</p> <ul style="list-style-type: none"> • the item is kept in a locked covered boot or glove compartment; • all access points to the vehicle are closed and locked; • any extra security systems are activated; • or there is evidence that forcible and violent entry took place. <p>Any amount above the amount shown in the schedule.</p>
<p>25 Tenant's home improvements If you are a tenant of your home, we will pay for loss of or damage to interior decorations and any home improvements you have paid for; as long as this loss or damage is as a result of any of the causes covered in this section. The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>25 Any amount above the amount shown in the schedule.</p>
<p>26 Counselling fees If you or members of your family suffer emotional stress as a result of a cause insured under this section,</p> <ul style="list-style-type: none"> • we will pay you the cost of any professional counselling provided; • we have approved the counselling; counselling has been recommended by a qualified medical practitioner. <p>The most we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>26 Any amount above the amount shown in the schedule.</p>
<p>27 Dual contents cover We will cover your contents up to the maximum claim limit shown in your schedule while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home. The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>27 Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>28 Garden cover</p> <p>We will pay for loss or damage caused to hedges, lawns and plants that you own, which are outside the building but within the boundaries or the home, by any or the following:</p> <ul style="list-style-type: none"> • Theft or attempted theft; ○ Fire, lightning or explosion; ○ Storm or flood; • Malicious damage; • Accidental damage caused by any person other than you or your family; • Wild animals; • Television aerials, satellite dishes and masonry falling from a building; or • Branches falling from trees. <p>We will also pay for loss or damage to trees and shrubs caused by theft.</p> <p>If you insure both your buildings and contents under this policy and make a claim for garden cover, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>28 Malicious damage:</p> <ul style="list-style-type: none"> • caused by you or your family; or • caused by a person lawfully allowed to be in your home. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by wear and tear or deterioration; • caused by natural ageing; c • caused by domestic animals, birds or pets; • caused by frost; • caused by subsidence, • landslip or heave; • caused by smoke or bonfires; ○ from light or atmospheric or climatic conditions; or • caused by insects, vermin, rot, mildew, fungus or poisoning. <p>Loss or damage caused in connection with your trade, business or profession.</p> <p>Any amount above the amount shown on the schedule.</p>
<p>29 Newly acquired contents</p> <p>We will cover your newly acquired contents for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your contents maximum claim limit is exceeded.</p> <p>We reserve the right not to insure any newly acquired contents after the 60th day.</p> <p>For this cover to apply you must agree to increase the contents maximum claim limit and pay any additional premium that is due.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>29 Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>30 Acquired disability We will pay the reasonable cost of carrying out necessary alterations to your home if you or a member of your family become permanently physically disabled during the period of insurance as a result of a sudden and unforeseen incident.</p> <p>Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind.</p> <p>If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>30 Any necessary alterations that can be recovered from another party. Any amount above the amount shown in the schedule.</p>
<p>31 Hole in one golf cover We will pay towards your drinks expenses if you record a hole in one during an official golf tournament. The score cards and a certificate from your golf club or match secretary must be submitted to us in the event of a claim. The most we will pay in any one period of insurance is the amount shown in the schedule.</p>	<p>31 Any amount above the amount shown in the schedule</p>
<p>32 Parent's or grandparent's contents in a nursing or residential care home Contents belonging to or the responsibility of your parent or grandparent are covered for loss or damage as a result of causes 1 to 9 of this section when they are in a nursing home or residential care home where they are a permanent resident. The most we will pay for any one claim is the amount shown in the schedule. The most we will pay for any one item is the amount shown in the schedule.</p>	<p>32 Loss of money Any amount above the amount shown in the schedule.</p>
<p>33 Assault in the home alternative accommodation If you or a member of your family suffers from an assault in your home, we will pay the reasonable cost of alternative accommodation for you, your family and your domestic pets for a period of up to 7 days after the assault while the physical security of your home is being improved. Assault means a violent physical attack committed by a third party who does not live at the home. The most that we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>33 Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>34 Compulsory evacuation alternative accommodation We will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets if the building cannot be lived in because a local authority prohibits you from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of the compulsory evacuation.</p> <p>If you insure both your buildings and contents under this policy and make a claim for compulsory evacuation, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provide in addition (not within) the maximum claim limit for contents.</p>	34 Any amount above the amount shown in the schedule .
<p>35 Fine art death of the artist cover We will increase the maximum claim limit for any item of fine art by up to 100% if the artist dies during the period of insurance. We will do this for the 6 months period immediately following the death of the artist.</p> <p>This increased maximum claimant will only apply if you can produce a professional valuation or purchase receipt which is not more than 3 years old and can prove that the item of fine art has increased in value following the death of the artist.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	35 Any amount above the amount shown in the schedule .
<p>36 Fine art defective title We will pay for the loss of any item of fine art you have purchased if it does not have good title and has to be returned to the rightful owner.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	36 Any item of fine art that was not purchased during the period of insurance . Any item of fine art that was inherited or received as a gift. Any amount above the amount shown in the schedule .
<p>37 Data replacement We will pay the cost of retrieving your personal or business data, stored in a computer at your home or on a solid state drive, as a result of loss or damage covered under this section.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	37 Any amount above the amount shown in the schedule

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
<p>38 Loss or damage to downloaded data We will pay for loss or damage covered under this section to non-recoverable electronic data that you or a member of your family have legally downloaded. If you make a claim for downloaded data we will ask you for proof that you downloaded this data. The most we will pay in any one period of insurance is the amount shown in the schedule. This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	38 Any amount above the amount shown in the schedule
Section 2 Contents - Accidental damage extension	
What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident
39 Accidental damage	<p>39 Loss or damage:</p> <ul style="list-style-type: none"> • by any cause or event already covered under section 2 Contents; • to documents or securities such as share or bond certificates; • to money; • to food and drink; • to sports equipment when it is being used; • to reeds, strings or drum skins of musical instruments; • to dentures while being used for eating; • to contact or corneal lenses; • to crowns, caps or fillings in teeth ; and • to pedal cycle tyres caused by cuts, bursts or punctures; • caused by wear and tear or loss in value; • caused by insects, moths, vermin, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; • happening gradually over a period of time; • caused by scratching or denting; • cause by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; ○ when your home is unfurnished or unoccupied; • when your home or any part of it is lent, let sublet or liven in only by someone who is not a member of you family; • caused maliciously by you or your family or by a person lawfully allowed to be in your home; • caused by chewing, scratching, tearing or fouling by domestic animals or pets; • caused by electrical or mechanical breakdown; • caused by computer viruses; • caused by faulty workmanship or design;

What is insured	What is not insured
	The excess shown in the schedule for every incident
	<p>that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs;</p> <ul style="list-style-type: none"> • of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognize any date or time • to any electrical appliance or computer software caused by or arising from it failing to correctly recognize any date or time; • arising from cutting down all or part of a fallen tree or the cost of cutting all or part of a fallen tree and taking it away unless the fallen tree has damaged your contents; • that does not arise from one identifiable even which directly and immediately caused the loss or damage/ • caused by your power supply being cut off by the supplier; • caused by a strike, a lockout or an industrial dispute; • cause by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear; or • to pedal cycles being used or while practising for racing, pacemaking or testing of any kind

Section 3 – Family Legal Protection

Your schedule will show if this section is in force.

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

If you make a valid claim under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal advisers fees unless court proceedings are issued or a conflict of interest arises. Where, following the start of court proceedings or a conflict of interest arising, you want to use an adviser of your own choice you will be responsible for any advisers costs in excess of our standard advisers costs.

The insurance covers advisers costs up to the limit of indemnity where:

- a The insured incident takes place in the insured period and within the territorial limits and
- b The legal action takes place in the territorial limits.

Definitions applying to this section only

The meaning apply within the Family legal protection section of your policy.

If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

Adviser

Our specialist panel solicitors or their agents appointed by us to act for you, or, and subject to our agreement, where court proceedings have been started or a conflict of interest arises, another legal adviser nominated by you.

Advisers' costs

Legal or accountancy fees and disbursements incurred by the adviser. Third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Conditional fee agreement

A valid agreement made between you and your adviser with our written permission where the advisers' costs and payments or any part of them are paid by you if your claim succeeds.

Conflict of interest

There is a conflict of interest if your advisers' duty to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your adviser owes, or obligation it has, to any other party.

Data Protection Legislation

The Relevant Data Protection Legislation in force in the United Kingdom at the time of the Insured Incident.

Excess

The first £50 of advisers costs except in relation to Cover 8 – Tax where the amount is £150

Home

The private residence shown in your schedule.

H M Revenue and Customs full enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.

Insurance providers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group located at The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR.

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.

In a claim arising from H M Revenue and Customs full enquiry, the insured incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.

Insured period

One year from the inception or renewal date shown on your insurance schedule.

Legal action(s)

- The pursuit or defence of civil legal cases for damages or injunctions or
- The defence of motor prosecutions.

Limit of indemnity

The maximum payable in respect of an insured incident as stated below:

£75,000

Standard Advisers' costs

The level of advisers' costs that would normally be incurred in using a nominated adviser of our choice.

Territorial limits

The European Union.

Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

We/us/our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurance providers**.

You/your

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

Cover 1 – Consumer Pursuit

What is covered

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

What is not covered

Claims

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

Cover 2 – Personal Injury

What is covered

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

What is not covered

Claims

1 arising from medical or clinical treatment, advice, assistance or care.
2 arising from stress, psychological or emotional injury.
3 arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.
4 involving a **vehicle** owned or driven by **you**.

Cover 3 – Employment Disputes

What is covered

Advisers' costs to pursue **legal action** brought within an employment tribunal or civil court arising from an infringement of **your** rights relating to **your** contract of employment.

What is not covered

Claims

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

Cover 4 – Property Infringement

What is covered

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

What is not covered

Claims

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

Cover 5 – Property Damage

What is covered

Advisers' costs to pursue claims for financial compensation 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 covered

Claims

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

Family legal protection continued

Cover 6 – Motor Prosecution Defence

What is covered

Advisers' costs to defend motoring prosecutions in respect of an offence arising from **your** use of a motor **vehicle**.

What is not covered

Claims

1 for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non-prescribed drugs.

Cover 7 – Consumer Defence

What is covered

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

What is not covered

Claims

- where the amount in dispute is less than £125 plus VAT.
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 8 – Tax

What is covered

Accountancy fees if **you** are subject to an **H M Revenue and Customs full enquiry** into **your** personal Income Tax position.

This cover applies only if **you** have:

- 1 maintained proper, complete, truthful and up to date records.
- 2 made all returns at the due time without having to pay any penalty.
- 3 provided all information that the H M Revenue and Customs reasonably requires.

What is not covered

Claims

1 where deliberate misstatements or omissions have been made to the authorities.

2 where the Special Compliance Officer is investigating **your** affairs.

3 for accountancy fees which relate to **your** business trade or profession.

4 in respect of income or gains which have been under-declared because of false representations or statements by **you**.

5 for **advisers' costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs.

6 for **advisers' costs** arising after **you** have received a notice telling **you** that the enquiry has been completed.

7 for enquiries into aspects of **your** Tax Return (Aspect Enquiries).

Cover 9 – Data Protection

What is covered

Advisers' costs to pursue **legal action** against a person or organisation for breach of **Data Protection Legislation** which has resulted in **you** suffering a financial loss.

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 or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete 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 any doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

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 6861 and quote 'Lloyd and Whyte – 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 expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- 1 Legal expenses arising from the sale or purchase of the **home** and re-mortgaging.
- 2 Divorce and child custody issues.
- 3 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 service provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

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

General exclusions applying to this section only

- 1 There is no cover where:
 - a **you** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
 - b a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute.
 - c **you** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim.
 - d something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**.
 - e **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.
 - f the claim is more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim.
- 2 There is no cover for:
 - a the **excess**.
 - b damages, interest, fines or costs awarded against **you** in a criminal court.
 - c claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**.

d any claim **you** make which is false or fraudulent.

e defending **legal actions** arising from anything **you** did deliberately or recklessly.

f any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.

g **advisers' costs** if **your** claim is part of a class **action** or will be affected by or will affect the outcome of other claims.

h **advisers' costs** where **you** have entered into a **conditional fee agreement** or any other form of alternative funding without obtaining **our** permission in writing first.

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

a patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic **property**, secrecy, or confidentiality agreements and passing off.

b planning law.

c constructing **buildings** or altering their structure.

d libel, Slander or verbal injury.

e a lease or licence to use **property** or land.

f any matter connected with **your** business profession or trade unless the claim falls within Cover 2 Personal Injury, Cover 3 Employment and Cover 6 Motor Prosecution Defence.

g a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

h an application for a judicial review.

i defending or pursuing new areas of law or test cases.

j professional negligence in relation to services provided in connection with a matter not covered under this insurance.

k **subsidence** land **heave** land slip mining or quarrying.

l a tax or levy relating to **your** owning or living in **your home**.

m a manufacturer's warranty or guarantee.

n a dispute with a provider of financial services or products other than under Cover 3 Employment Disputes

o a dispute between persons insured under this policy.

Family legal protection continued

4 Contracts (Rights of Third Parties) Act 1999.

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

Conditions applying to this section only

1 Claims

a **You** must notify claims as soon as reasonably possible and within 180 days of **you** becoming aware of the **incident**.

We may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.

b **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate 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.

c The **adviser** will:

i provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained.

ii keep **us** fully advised of all developments and provide such information as **we** may require.

iii keep **us** advised of **advisers' costs** incurred.

iv advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.

v Submit bills for assessment or certification by the appropriate body if requested by **us**.

vi Attempt recovery of costs from third parties.

d In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.

e **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.

f **You** shall supply all information requested by the **adviser** and **us**.

g **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.

2 Disputes

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

3 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.

4 Language

The language for contractual terms and communication will be English.

Customer service information

Data Protection Act

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

Sanctions

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Compensation

We are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if **we** or the **insurance providers** 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 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 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 SA 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 the IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services register under number is 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.

Section 4 – Identity Theft

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

Cover is administered by Arc Legal Assistance Ltd, and is underwritten by AXA Insurance UK plc.

Additional definitions applicable to the Identity theft cover only are shown below. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The definitions apply in addition to the main definitions shown on pages 7 to 9.

Action

A civil law proceeding for monetary damages as a result of **identity theft**.

Identity theft

The theft of or use of the identity of you or your family without their knowledge or consent. These identity details are then used to obtain goods or services in that persons name.

Payment card

Bank charge, cheque, credit, store, debit and cash dispenser cards.

What is covered

If you or your **family** become aware of **identity theft** we agree to pay up to £75,000 for.

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

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

What is not covered

We will not pay for the following:

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

Special conditions relating to claims

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

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

- 1 contact the identity theft helpline on 0330 024 8687 to get advice on what you should do next to protect your identity.
- 2 before you agree to pay any costs you must complete and submit a claim form to Arc Legal Assistance by visiting www.arclegal.co.uk/informationcentre. Alternatively, the Identity Theft helpline will send a claim form to you.
- 3 make sure that you have proof of your address for the last 6 years
- 4 file a police report as soon as reasonably possible after discovering the identity theft
- 5 let your bank(s) payment card company(ies) and all other accounts known of the identity theft as soon as reasonably possible after discovering the identity theft
- 6 fill out and return any claim forms if these apply
- 7 send us proof from your employer that you took unpaid days off if you wish to make a claim for lost wages and provide proof that it was necessary
- 8 send us copies of any demand, notices, summonses, complaints or legal papers received in connection with a loss suffered
- 9 take all reasonable action to prevent further damage to your identity
- 10 make the claim no later than 6 months from the date this policy ends

Section 5 – Home assistance

To make a claim under this section please call 01737 334041

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 authorized 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 this certificate during the **period of insurance** for which you have paid the premium.

Definitions applicable to this section only

These meanings apply within the **Home** assistance section of your policy.

If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

Authorised contractor

A tradesperson authorized in advance to carry out repairs under this policy.

Beyond economical repair

The point at which we deem the cost to repair your boiler exceeds its value.

Covered events

Emergency to essential services within the **property** listed in the section below 'What is covered' on page 46.

Emergency

The result of a sudden and unforeseen **incident** at the **property** which immediately:

1 Exposes you or a third party to a risk to yours or their health or;

2 Creates a risk of loss or damage to the **property** and/or any of your belongings or;

3 Renders the **property** uninhabitable.

Emergency repairs

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

Local territory

United Kingdom (Great Britain, Northern Ireland, Isle of Man and the Channel Islands).

Period of insurance

One year from the start or renewal date shown on your policy **schedule**.

Permanent repair

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

Property

Your principle permanent place of residence in the **local territory**, which comprises of a private dwelling used for domestic purposes, excluding **garage**, garden and **outbuildings**.

Temporary repair

A repair undertaken by an authorized contractor which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

We/us/our

AXA Assistance UK Ltd or Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR.

You/your

The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

General conditions

1 **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy up to the policy limit shown in the section entitled 'Home Emergency'.

2 No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **authorised contractor** in advance to make a temporary or **permanent repair**.

3 Claims may not be made under this policy for the first 14 days unless **you** are renewing an existing policy.

4 **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the contractor or **our** other nominated agent.

5 If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share of any claim.

6 This insurance does not cover normal day to day maintenance at **your property** 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**.

7 **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

8 During any 12 month period **we** will not be responsible for more than three claims.

Parts availability

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

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

Domestic Emergency

If **you** suffer a covered event at **your property** **you** should tell **us** on the emergency telephone number. **We** will then:

1 Advise **you** about how to protect **yourself** and the **property** immediately.

2 Organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at a similar expense an **emergency permanent repair**.

If the **temporary repair** will cost more than £1,000 including VAT to complete **we** will advise **you** how much, in total, the repair will cost. **We** will proceed with the repair only if **you** agree to pay for the amount over £1,000.

3 In the event of the **property** becoming uninhabitable and remaining so overnight because of the covered event, **we** will, subject to prior agreement with ourselves, pay up to £250 including VAT in total for:

a **your** overnight accommodation and/or

b transport to such accommodation.

What is covered

The covered events are the ones listed below:

1 Plumbing problems related to leaking pipes, blocked drains or leaking radiators.

2 Blockages in toilet waste pipes.

3 Electricity complete failure within the **property**.

4 Central heating or boiler failure.

5 Animals or insects that are destructive in their natural behavior or considered pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only.

6 Broken or damaged windows, doors and locks presenting a security risk to the **property**.

There are conditions and exclusions, which limit **your** cover. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an **incident** has occurred that it is not insured.

The **Home** emergency policy is not a maintenance contract.

Home assistance continued

What is not covered

The following are excluded from the insurance:

- 1 Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.
- 2 External overflows, external guttering.
- 3 Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- 4 External water supply pipes after the internal stop tap.
- 5 Septic tanks, swimming pool installations.
- 6 Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to your claim, you will be asked to produce the evidence at the time of the claim.
- 7 Boilers over 15 years old.
- 8 Boilers that are beyond economical repair.
- 9 LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented hot water systems or boilers with an output over 60 Kw/hr.
- 10 Shared water/drainage facilities.
- 11 Material/labour charges covered by manufacturer/supplier/installer.
- 12 Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the property.
- 13 Loss, damage to windows, doors or locks for outbuildings garages and sheds.
- 14 De scaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- 15 Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- 16 Any breakdown to flushing mechanism of toilets.
- 17 Damage to boundary walls, hedges, fences or gates.
- 18 Pests outside the main dwelling e.g. in **garages** and other **outbuildings**.

19 Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

20 Any system, equipment or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault.

21 Any circumstances in which making **emergency** repairs would contravene health and safety regulations and legislation or where a specialist contractor is required.

We will not be liable for any of the following:

a Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.

b Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.

c The cost of replacement parts due to natural wear and tear.

d Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.

e Any loss or damage to **your property** as a result of the **emergency**.

f Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**.

g Any faulty installation of a kitchen appliance.

h 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.

i Any cost relating to the attempted repair by **you** or **your** own contractor.

j Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

k Any **emergency** in a **property** that has been **unoccupied** for more than 30 consecutive days.

l Any loss arising from **subsidence** caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.

Customer Service Information

Data Protection Notice

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

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

Online Dispute Resolution

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

Customer Service Information

What to do if **you** have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance agent to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, **you** can write to **us** at the address shown below or email **us** at customercare@axa-insurance.co.uk (please include **your** policy number and claim number if appropriate).

Head of Customer Relations
AXA Insurance UK plc, Civic Drive,
Ipswich IP1 2AN

Phone: 01473 205926
Fax: 01473 205101

Unless **your** complaint relates to Section 3 • Family Legal Protection then please write to

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

Phone: 0344 770 9000
Email: claims@arclegal.co.uk

If **your** complaint relates to Section 4 Home assistance then please write to

The Customer Relations Manager
Inter Partner Assistance SA
The Quadrangle
106 – 118 Station Road
Redhill
Surrey
RH1 1PR

Phone: 01787 815 913
Email: homeemergencycomplaints@axa-assistance.co.uk

Service standards

We will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
 - Acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.
- We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

Financial Ombudsman Service

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you**'ve tried to resolve it with **us**.

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

Phone: 0300 123 9123 or 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

Using this complaints procedure will not affect **your** legal rights.

Family Legal Protection

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk
Using these services does not affect **your** right to take **legal** action.

Financial Services Compensation Scheme

We are covered by the Financial Services compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90 % of any claim with no upper limit.
For further information see www.fscs.org.uk or telephone 020 7741 4100

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