# Home Insurance

# Your policy booklet AXA Advanced

January 2025



## **Important telephone numbers**

#### **Contents and Buildings claims**

#### 0330 024 6843

To make a claim, call our claims team for immediate help. To make the process as quick as possible for you, please have your **policy** number and details of the loss to hand.

#### **Domestic helpline and Home assistance**

#### 0330 024 6849

The Domestic helpline is automatically included to offer practical advice when trouble strikes in the **home**. Burst pipes, blocked drains, electrical faults, even wasps nests we can arrange for an approved contractor to visit your **home** and sort out the problem as quickly as possible. Home assistance is optional, please check your schedule to confirm the cover is included before calling.

You will remain responsible for any call out charges, parts and cost of labour.

If you have upgraded to the Home assistance cover we will pay up to £1,000 towards the costs and fees covered by this section.

Domestic helpline and Home assistance is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

## Legal helpline and Family legal protection

#### 0330 024 6861

The free and confidential legal helpline service offers legal advice over the phone. You can expect help on any personal or domestic legal problems. Family legal protection is optional, please check your schedule to confirm cover is included before calling.

If you have upgraded to the Family legal protection cover we will pay up to £100,000 towards legal costs and expenses covered by this section. Please quote **AXA Advanced** when contacting us.

The Legal helpline and Family legal protection section is managed and provided by Arc Legal Assistance Limited. The Family legal protection section is underwritten by AmTrust Europe Limited on whose behalf Arc Legal Assistance Limited act.

## Identity theft helpline

This confidential service is automatically included if you have contents cover. It provides a resolution service for customers who have experienced or thinks they may have experienced identity theft and also provides preventative advice.

This service is administered by Arc Legal Assistance.

#### **Health at Hand**

A health information telephone service available to you, 24 hours a day, 365 days a year. Qualified nurses, midwives and pharmacists are on hand to give you the benefit of their expertise, to offer you support, information and guidance on your health questions or worries. If appropriate, they can also send you written information and give you a follow-up call if requested, should you have further questions. Whilst the Health at Hand service does not diagnose or prescribe and it is not designed to take the place of your GP, it can provide you with valuable information to help put your mind at rest.

Health at Hand is managed and provided by AXA PPP Healthcare Group Limited. We may record and monitor calls for quality assurance, training and as a record of our conversation.

#### 0330 159 8327

0330 024 8687

# Contents



Your policy			
Important telephone numbers	2		
Important information Your policy Meanings of defined terms	4 7 8		
		General conditions	12
		General exclusions	15
Making a claim			
Making a claim	16		
Claims conditions	17		
How we settle claims	19		
Cover available			
Inflation protection	21		
Contents worldwide	22		
Buildings	30		
Home assistance	34		
Family legal protection	40		
Health at hand	50		
Health at hand Making a complaint	50 52		

## **Important information**

Our AXA Advanced Home Insurance policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your home.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy in full along with the policy schedule. We have also taken this opportunity to bring some helpful information to your attention.

This section does not form part of your policy and contains only examples of what is contained in your booklet.

# Gradual damage, deterioration and wear and tear

Damage caused gradually, by wear and tear or a lack of maintenance is often known as a 'gradually operating cause' exclusion in a home insurance policy. This means that you wouldn't be covered to make a claim for damage that's caused by one of the above reasons. This includes items which have suffered mechanical or electrical break-down, or which have suffered inevitable failure due to general wear and tear from normal everyday use e.g., if you had a washing machine that had stopped working due to general wear and tear, you wouldn't be able to claim for this. Items still under warranty may be covered for repair or replacement by the Manufacturer or warranty insurer.

AXA, along with most other insurers require homeowners to keep their property well maintained and won't cover you for the cost of routine maintenance of your home or possessions, or damage that happens gradually over a period of time or by wear and tear, which may only be highlighted or made worse by weather events.

## Collision

If someone crashes into your wall or your house make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

## Subsidence

Damage caused by subsidence is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your home may be affected.

## **Escape of water**

Your cover for escape of water is designed to cover damage to your property caused by water leaks.

It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/Oftec/ Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help to prevent boiler failure which could leave you with no heating and/or hot water.

One of the biggest risks of water damage occurs when you are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze over. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains.

Please be aware that cover for escape of water ceases after the home has been unoccupied for more than 60 days.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property as damage of this nature is not covered by the policy.

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber. We will be able to pay for the damage the water caused but not to repair the pipe itself.

## **Fires**

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family.

Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

Fire risks associated with the lithium-ion batteries used in electric bikes and scooters are increasing as usage of these means of transport become more popular. Lithium-ion batteries pose a significant fire risk when damaged, overcharged or exposed to extreme temperatures.

#### Never:

 leave batteries unattended when they are charging, or overnight when you are sleeping in the property.

#### Always:

- charge them on a hard surface and make sure they don't overheat
- unplug or disconnect from the battery once charging is complete
- try to store them away from main living areas
- follow manufacturer's guidance for replacement, repairs or disposal.

## Floods

If water has or is expected to enter your property you should secure your home and move your valuables and essentials to an elevated place or upper floor. You should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your home and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

## Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by your policy but there are more specific insurance policies available to protect you against this risk.

## Storms

If you've looked after your home, then we would only expect to see damage caused by a period(s) of violent weather. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this policy. It is therefore important that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

## Thefts

Many thefts are committed by so called 'opportunist' criminals. Your property is significantly more likely to be burgled if accessible entrances are not locked and secured. Your policy may carry an endorsement about the security you have in place to prevent thefts. This usually requires you to have certain types of door and window locks. Make sure you check your schedule to ensure you have the right protection in place. If you fail to meet these requirements we may impose a higher excess for theft claims.

If you are going away do what you can to make your house appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if you have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops and MP3 players or ipods. Cover is limited for items while left unattended anywhere outside of the home, left unattended in a vehicle or craft or left unattended in a hotel room. Please refer to the contents section for further details.

## **Your policy**

Welcome to your AXA Advanced home insurance **policy** and thank you for choosing AXA Insurance UK plc.

This **policy** describes the insurance cover provided during the period of insurance as shown in your schedule which you have paid for, or have agreed to pay for, and for which we have accepted the premium.

The contract between you and us is made up of this **policy**, the schedule and any **endorsements** shown in the schedule.

## **Important information**

Please read this **policy** booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact us or your Insurance Agent.

Please also take some time to read our complaints procedure in the Making a complaint section on page 52.

## Using your booklet

Certain words and phrases have a defined meaning. You can find the meanings of these defined terms on pages 8–11.

We have designed your **policy** booklet to help you understand the cover provided. You will find on many pages the following headings:

## What is covered

These sections give detailed information on the insurance provided and should be read at all times with 'What is not covered'.

## X What is not covered

These sections draw your attention to what is not included in your **policy**.

## The law which applies to this policy

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

## Checking for changes to your cover

If you have varied the basic terms of your **policy** with us, this will be stated on your schedule.

In addition we may apply **endorsements** that can include, but not limited to, a requirement to have a burglar alarm fitted, a certain lock type on your doors, a larger **policy excess** on a specific section or an increased limit for one of your **valuables** items.

## To help you further...

We have included some explanatory notes in your **policy**. These are printed in *italics*.

## **Meanings of defined terms**

These meanings apply to the whole of your **policy** except for the Home assistance and Family legal protection sections where different definitions apply.

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

The terms we, us, our, you and your also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

The following definitions are listed alphabetically.

#### Accidental damage

Sudden, unexpected damage caused by an external force, and not caused deliberately.

#### Action

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

#### **Buildings**

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

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, artificial lawns, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, air and ground source heat pumps, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues
- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- inspection hatches and covers all supplying your home
- outbuildings.

#### **Business equipment**

Any items or equipment, including computing equipment (but excluding data) used mainly for business, trade, professional or employment purposes.

This includes stock but excludes business **money** and documents.

#### Contents

Household goods, including:

- furniture, furnishings, tenants fixtures and fittings, interior decorations and carpets
- gardening equipment
- freestanding domestic appliances
- food and drink (except wine collections over £5,000)
- office equipment
- aerials and satellite dishes
- unfixed outdoor items
- personal effects
- valuables
- fine art, antiques and collectables
- money
- business equipment.

provided that they belong to you or your **family**, or you or your **family** are legally responsible for them, and with the exception of **business equipment** they are all used mainly for private purposes.

The following items are not included in this definition:

- vehicles or craft
- any living creature
- documents
- downloaded audio/visual files
- lottery tickets and raffle tickets
- any part of the structure of the buildings, other than fixtures and fittings, for which you are responsible as the tenant.

#### **Domestic staff**

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

## Endorsement(s)

A change to the terms of the **policy** shown under endorsements in your schedule.

## Excess

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

#### Family

Your spouse, domestic partner or civil partner, children, **domestic staff** and any other person all permanently living with you and not paying for their accommodation.

## Fine art, antiques and collectables

Individual items, collections and sets that have artistic or historical value, or are rare or unique including:

- paintings, drawings, etchings, photographs, prints, manuscripts, sculptures, statues and other works of art
- tapestries and rugs
- stamps, coins and medals
- articles of or containing gold, silver or other precious metals or gemstones
- collectable items made of china, glass or porcelain
- other antique items including furniture, books, clocks and barometers
- wine collections greater than £5,000 in value
- guns.

This does not include music collections or collections of books or other memorabilia that are not antique, historical, rare or unique or jewellery, watches or furs.

### 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**.

#### Heave

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

## Home

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

## **Identity theft**

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods or services in that persons name.

## Landslip

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

#### Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, money orders, travel tickets including season tickets, petrol coupons, gift vouchers or gift cards, phone cards, pre-booked event and entertainment tickets and electronic money cards.

This does not include credit card, cheque card or cash dispenser card liability.

## Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings (but not caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non-rigid material).

which do not form part of the main structure of the **home**.

## **Payment card**

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

## **Personal effects**

All items of a personal nature likely to be worn, used or carried including:

- clothing and accessories including motorcycle leather and helmets, and other specialist clothing
- laptop computers, tablets, mobile phones, e-readers, hand held games consoles, portable satellite navigation devices or global positioning devices and other electronic equipment designed to be portable
- hearing aids, wheelchairs, spectacles, contact lenses and other portable medical equipment
- cameras and camcorders
- sports equipment
- pedal cycles.

## Policy

Your policy booklet and most recent schedule which includes any **endorsement(s)**.

## Settlement

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

### Storm

A period of violent weather defined as:

- wind speeds with gusts of at least 48 knots (55mph)\* or
- torrential rainfall at a rate of at least 25mm per hour or
- snow to a depth of at least one foot (30cms) in 24 hours or
- hail of such intensity that it causes damage to hard surfaces or breaks glass.
- \* Equivalent to storm force 10 on the Beaufort Scale.

## Subsidence

Downward movement of the site on which the **buildings** are situated by a cause other than **settlement** or the weight of the **buildings** themselves.

## Unfurnished

Does not contain enough furniture and furnishings for normal living purposes for more than 60 consecutive days.

## Unoccupied

Not lived in and not occupied overnight by you or your **family** or a person authorised by you for more than 60 consecutive days.

## Valuable(s)

Jewellery (including costume jewellery), watches, cameras, camera lenses, furs and **fine art, antiques and collectables**.

## Vehicles or craft

- 1 Electrically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motorcycles, powered transporters (including e-scooters and segway's) children's motorcycles, quad bikes and children's quad bikes
- 2 Aircraft (including any type of gliders), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers

- 3 Trailers, carts, wagons, caravans and horse boxes
- 4 Parts, accessories, (including keys and key fobs) tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1–3 above.

The following items are not included in this definition:

- Lawnmowers only used for domestic purposes within the boundaries of the land belonging to your home
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and there is no legal requirement for them to be registered for use on the road
- Surfboards, water-skis, snowboards and skis
- Toys and models
- Pedal cycles, and electrically assisted pedal cycles (the motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph)
- Golf trolleys which are controlled by someone on foot
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

#### Vermin

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

## We/us/our

AXA Insurance UK plc.

## You/your

The person or people named in your schedule as the policyholder(s).

## **General conditions**

These conditions apply throughout your **policy**. Additional conditions apply to the Home assistance and Family legal protection as shown within the relevant sections.

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

If you or your **family** do not comply with them 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 premium and/or terms of your policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

# 1 Providing accurate and complete information

When taking out, renewing or making changes to this **policy**, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your **policy** was accurate and complete.

## 2 Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact or schedule changes during the period of insurance.

Examples of changes we must be made aware of are:

- change of address
- structural alterations to your home
- if you or your family intend to let or sublet your home
- if you or your family intend to use your home for any reason other than private residential purposes

- if your home will be unoccupied
- if your home is no longer occupied solely by you or your family
- If you or your family have been declared bankrupt or been subject to bankruptcy proceedings
- if you or your family have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell you if there will be any change to your insurance premium and/or any change in the terms to your **policy**.

You must ensure that you provide accurate and complete information when asked questions about the changes in your circumstances.

## 3 Maximum limits

The value of your **contents**.

You must notify us as soon as possible if the full replacement value of your **contents** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full replacement value of your **contents**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **contents** shown on your schedule only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **contents** other than **fine art, antiques and collectables** means the current cost as new. For **fine art, antiques and collectables** the full replacement value means the cost you paid or current market value whichever is the greater.

If the full replacement value of your **contents** exceeds the amount shown in your schedule, the cover under the **policy** will no longer meet your needs.

## 4 Taking care of your property

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

You must maintain the **buildings** and **contents** in good repair.

## **5 Dual insurance**

If any injury, loss, damage or liability under 'Personal liability' or 'Property owners liability' is covered by any other insurance we will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.

## 6 Cancelling the policy

## Statutory cancellation rights

You may cancel this **policy** within 14 days of receiving the **policy** documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or by writing to us at the following address during the cancellation period:

AXA Personal Lines Customer Service PO Box 7072 Willenhall WV1 9ZU

If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

## Cancellation outside the statutory period

You may cancel this **policy** at any time by giving us prior written notice to the above address.

As long as you have not incurred eligible claims during the period we have been on cover, we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you, providing this exceeds £15. If the amount is less than £15 no refund will be payable. If you are paying by instalments, your instalments will end and if you incur eligible claims you will either have to continue with the instalment until the **policy** renewal date, or we may at our discretion take the outstanding instalments you still owe from any claim payment we make. If you pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

## Cancellation by us

We reserve the right to cancel your **policy** when there is a valid reason to do so. Valid reasons are:

- you provide us with inaccurate or incomplete information. Please see General condition '1 Providing accurate and complete information' for further information
- you make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition '2 Changes in your circumstances' for further information
- you act in a fraudulent manner. Please see the 'Claims conditions' section set out on page 17 for further information
- you fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment of premiums' for further information
- you use threatening or abusive behaviour by this we mean: If you or anyone acting for you uses threatening, aggressive, or abusive behaviour or language towards our staff or suppliers, this could affect your insurance policy. This includes in communications such as text, email, online chats, or social media.

We won't accept:

- threats of physical violence
- behaviour or language that may cause someone to feel threatened or distressed
- abusive comments or remarks which are sexual, racial, or about religious beliefs or culture
- bullying or swearing.

What we may do:

- end the current call or conversation with you (we won't do this without warning you first)
- block any further phone calls, emails or social media contact, or if made we may not answer these
- limit future contact with you to one method of contact e.g., by letter only
- limit our contact with you to one member of staff only
- not offer you a renewal policy for your home
- cancel your home insurance policy giving you 7-days' notice.

If we cancel your **policy** we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your **policy** and any premium refund will be calculated in accordance with General condition '6 Cancelling your cover'.

If we cancel your **policy** because you have acted in a fraudulent manner we may not return any premium paid by you for the **policy** and we may not provide any prior written notice.

#### Non payment of premiums

We reserve the right to cancel this **policy** on 14 days written notice in the event of non payment of the premium or default if you are paying by instalments. Our right to cancel the **policy** applies whether you are paying the instalments directly to us or you are paying them to your broker or finance provider under a loan you have with your broker or finance provider.

Where you are paying by instalments to your broker or finance provider, our right to cancel the **policy** on 14 days' written notice applies from the point at which you have defaulted on your instalment payments with your broker or finance provider.

If we are collecting the instalment payments and we are unable to collect a payment that is due, we will contact you and use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the **policy**.

## 7 Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us or any AXA Group member company to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **General exclusions**

These exclusions apply throughout your **policy**.

## We will not pay for:

### 1 Riot/civil commotion

Any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

## 2 Sonic bangs

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

## 3 Reduction in market value

Any reduction in market value of any property (except fine art, antiques and collectables) following its repair or reinstatement.

## 4 Confiscation

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

## Exclusions 1 – 4 above do not apply to:

- Contents cover 21 Personal liability.
- Buildings cover 10 Property owner's liability.
- Contents cover 23 Liability to domestic staff.
- Contents cover 20 Tenant's liability.

## 5 Radioactive contamination

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

- 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 Terrorism

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

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

#### 8 Pollution/contamination

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

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

## 9 Gradual damage/deterioration/ maintenance

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

## 10 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**.

## **11 Virtual currencies**

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

## **Making a claim**



If you have upgraded to the Home assistance cover we will pay up to £1,000 towards the costs and fees covered by this section. We recommend that you check your cover. This **policy** booklet contains details of what is covered and how we settle claims. Your schedule will show what sections are in force.

When you think you need to make a claim please call our claims team who will immediately take action to help you. To make the claims process as quick as possible please have your **policy** number to hand.

Please select the most appropriate phone number shown on page 2. This will ensure that we can help you quickly and efficiently.

When you phone us we will:

- take details of the loss or damage
- instruct an approved supplier or loss adjuster to contact you if necessary
- where necessary arrange for someone to contact you by phone as soon as possible to discuss your claim.

#### What you should do in an emergency

- take any necessary steps to prevent further damage to the property such as switching off gas, electricity and water supply
- phone our 365 days a year 24 hours a day domestic helpline. By phoning the helpline you will be given a choice of using a vetted tradesperson who could be appointed to undertake any emergency repairs or you use your own contractor. You will have to pay for any call out charges, parts and cost of labour
- call our claims team who can discuss the claim with you and give you some practical advice. Please look at the phone numbers on page 2 and choose the most appropriate
- you must not dispose of any damaged items or conduct permanent repairs because we, an approved supplier or loss adjuster may need to inspect the damage.

#### **Our promise**

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

## **Claims conditions**

These conditions apply to the Contents worldwide and Buildings sections. For Identity theft additional conditions apply as shown within the Identity theft section. For Home assistance and Family legal protection separate conditions apply as shown within those sections.

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

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

- cancel your policy
- change the terms of your policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

## You should:

- urgently inform the police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected
- contact us as soon as possible by phone on the appropriate helpline. Please see page 2 for helpful phone numbers
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

# What you must do when making your claim

- provide us with full details in writing as soon as possible if someone is holding you or your family responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible
- if we ask, you must send us written details of your claim within 30 days
- if we ask you must allow us, an approved supplier or a loss adjuster access to inspect the damage to your buildings or contents
- to assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property

- we will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim
- to help prove your claim we may require you to provide documentation as detailed in 'Proof of your claim and its value' below.

## Proof of your claim and its value

It is your responsibility to prove any claim. To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of your property or other documents we may reasonably require.

#### What you must not do

- admit or deny any claim made by a third party against you or your family or make any agreement with them
- abandon any property for us to deal with
- dispose of damaged items as we may need to see them.

#### What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party. We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.

We are entitled to retain the right to communicate directly with you regarding your claim, even in situations where you have appointed a professional representative, such as a loss assessor or claims management company, to act on your behalf.

We are entitled to assess your claim based on our, an approved supplier's or loss adjuster's view and interpretation, even in situations where you have appointed a professional representative, such as a loss assessor or claims management company, to act on your behalf.

## Fraud

You and your **family** must not act in a fraudulent way.

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

## How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay you for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where we can offer repair or replacement through a preferred supplier, but we agree to pay you a cash or cash alternative settlement, then payment will not exceed the amount we would have paid the preferred supplier.

The sums insured that apply to your **policy** will not be reduced by any claim.

If no equivalent replacement is available then we will pay you the full replacement cost of the item with no discount applied. The sums insured will not be reduced by any claim.

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

Any permanent repairs made by our approved suppliers are guaranteed.

## Contents

We will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new, subject to the **excess** as long as:

- the contents have been maintained in good repair and
- the sum insured for contents shown in your schedule is sufficient to cover the full value of your contents.

For **contents** (excluding **fine art, antiques and collectables**) the full value means the current cost to replace the items as new.

For **fine art, antiques and collectables** the full value means the cost you paid or the current market value whichever is greater.

## Buildings

We will settle claims for loss or damage to the **buildings** without deduction, subject to the **excess** as long as:

- the buildings are maintained in good repair and
- the repair or reinstatement is carried out.

If it is not possible to repair or rebuild the damage to the **buildings**, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the building but you ask us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your **buildings** due to the damage but not more than it would have cost us to repair the damage to your **buildings**.

# Matching sets, suites and floor coverings

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. We will pay you for individual damaged items but not for undamaged companion pieces.

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.

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

## Storm damage claims

The definition of what we mean by **storm** can be found in the 'Meanings of defined terms' section on page 9.

When we assess your claim, we will not rely solely on the definition of **storm** as this is just one factor we consider when you have this kind of damage to your **home**.

Other factors we consider are as follows:

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

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your **home** before making a decision.

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

## **Inflation protection**



Although you have the benefit of inflation protection you should not rely on this alone to ensure the **contents** sums insured is adequate.

The value of your **contents** may be growing faster than inflation perhaps because of items you have bought or been given. To help protect you against the effect of inflation we will review and amend where necessary the sum insured for **contents** at the end of each month by the percentage change in the Consumer Durables section of the Retail Price Index issued by the Office for National Statistics.

If the above index becomes unavailable we will use another suitable alternative index.

We will not reduce the **contents** sum insured if an index falls.

No extra charge will be made for any increase until the renewal of your **policy**. The renewal premium will be based on the revised sum insured.

## **Contents worldwide**

Your schedule will show if you have chosen this section.

## What is the most we will pay?

In total we will pay you up to the **contents** sum insured shown in your schedule for any one claim under **contents** Causes 1–3, and Covers 4 and 5.

We will pay up to the limits shown for **contents** Covers 6 to 24.

For **fine art, antiques and collectables** that are repaired or restored following a claim on this **policy** we will also pay for any loss in market value, but not exceeding the market value of the item(s) immediately prior to the loss.

## The following limits apply:

- for any one valuable or personal effect £15,000 unless specified on the schedule
- for any one claim for valuables up to the limit for valuables shown in your schedule
- for money £2,500
- for business equipment £15,000
- for business stock £2,500
- for items in storage up to a maximum of 20% of the contents sum insured
- for theft or attempted theft of items from any unattended vehicles or craft – £15,000
- for theft or attempted theft of items from a hotel room – £15,000
- for theft or attempted theft of any items left unattended by you, your family or an authorised person whilst removed from the home – £15,000 unless:
  - 1 they are in a bank or safe deposit facility
  - 2 they are removed to any residence where you or your family are working or temporarily living anywhere in the world (except from a hotel room).

These are the standard limits. They are included within the **contents** sum insured and are not in addition to it. If you have increased any of them the new limits will be shown in your schedule.

## Cause 1 – Loss and accidental damage

✓ What is covered

Loss or damage including **accidental damage** to you or your **family's contents** while they are in the **home** or within the boundaries of the land belonging to the **home** or while temporarily removed anywhere in the world.

## X What is not covered

- 1 The amount of the excess shown in your schedule.
- 2 Loss or damage:
  - a by mechanical or electrical breakdown or failure (but this does not apply to loss of or damage to food in a refrigerator or freezer in the home)
  - b arising from the cost of remaking any film, disc or tape or the value of any information held on it
  - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - **d** by chewing, scratching, tearing, fouling or urinating by domestic animals
  - e caused by infestation, chewing, scratching, tearing or fouling by insects or vermin
  - f to computers, computer equipment, electronic components or smart devices (e.g. tablets and smart phones) by:
    - i accidental loss or mislaying or misfiling of documents or records
    - ii hacking, viruses, malware, or any other code(s)
    - iii contamination.
  - g arising from depreciation in value (other than fine art, antiques and collectables) or other loss, damage or additional expense following on from the event for which you are claiming
  - h if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason

- i while the **home** is **unoccupied** or **unfurnished** caused by:
  - i malicious people
  - ii theft or attempted theft
  - iii escape of water from a fixed water installation, drainage installation, heating installation, washing machine, dishwasher, water bed, fridge or freezer
  - iv oil leaking from a fixed oil-fired heating installation.
- j by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle
- k by theft from your home if any part of it is occupied by anyone other than you or your family, unless there has been forcible and violent entry to or exit from your home
- l to business equipment removed from the home
- **m** smoke damage arising gradually or out of repeated exposure
- n caused by theft or attempted theft from an unlocked hotel room
- caused by theft from any vehicles or craft unless:
  - all windows and doors are closed and all doors and other openings are securely locked and
  - ii all reasonable precautions have been taken to conceal the items from view, including where appropriate ensuring the items are concealed within a locked glove compartment, or boot. For items such as pedal cycles or skis that are secured to an external carrier that is attached to the vehicle, it must be locked to the carrier itself which in turn must be locked to the vehicle.
- **p** to items in storage unless:
  - i they are in a professional storage facility
  - ii the items are in storage for no more than 60 consecutive days.

- q by theft or attempted theft of personal effects from a school boarding house, college or university halls of residence, or privately rented shared student accommodation that a member of your family is residing in, unless there is forcible and violent entry to or exit from the residence
- r to money, valuables or business equipment if left in the open within the boundaries of the land belonging to the home
- s to frozen food resulting from the deliberate act of any electricity supplier, strike, lock-out or industrial dispute
- t to vehicles or craft
- **u** by theft as a result of any failed online purchase or transaction
- v by escape of water caused by failure or lack of sealant and/or grout
- caused by water coming into your home, other than by storm, flood or escape of water from a fixed water, drainage, or heating installation, or a washing machine, dishwasher, water bed, fridge or freezer where cover may apply under those perils.

## Cause 2 – Emergency entry

## ✓ What is covered

Loss or damage to the **contents** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency or perceived emergency involving you or your **family**.

## X What is not covered

The amount of the **excess** shown in your schedule.

## Cause 3 – House removal

## What is covered

Accidental loss or damage to **contents** caused while being removed by professional removal contractors, from the **home** including storage for up to 60 days if it forms part of the period of the move to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

#### X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Accidental loss or damage:
  - a to money
  - to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
  - **c** to jewellery
  - d during sea transit
  - e caused by mechanical or electrical breakdown or failure.

# Cover 4 – Alternative accommodation and Loss of rent

## What is covered

While your **home** cannot be lived in because of loss or damage covered by this **policy**, we will pay:

- 1 rent for which you are legally liable or
- 2 the reasonable cost of alternative accommodation for you and your family and your domestic animals
- 3 rent which you would have received if you had been renting out part of the **home**.

When you require alternative accommodation, we will always discuss this with you.

To determine what we mean by the 'reasonable cost of alternative accommodation' there are numerous factors we consider, including:

- the circumstances of your claim
- the needs of you, your family and domestic animals
- how long you might need the accommodation for
- what type of accommodation is available and where it is located.

We will pay these costs up to a maximum of three years for any one claim.

## X What is not covered

The amount of the **excess** shown in your schedule.

## Cover 5 – Keys and locks

## ✓ What is covered

We will pay for the cost of replacing keys and locks or lock mechanisms, including electronic keys and remote controls to:

- 1 external doors and windows of the home
- 2 a safe or strongroom within, or an alarm protecting the **home**
- 3 gate security mechanisms
- 4 doors on garages and outbuildings after their keys are lost or stolen.

Emergency key replacement for lost keys is provided under the Home assistance section (if chosen).

## X What is not covered

1 The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## **Cover 6 – Acquisitions**

## What is covered

We will automatically extend **contents** Cover 1 Loss and **accidental damage** to include any item of **contents** acquired during the period of insurance up to the value of £25,000 from the date of acquisition providing:

- 1 you tell us within 30 days of the date of acquisition and
- 2 you pay the relevant additional premium.

## X What is not covered

**Business equipment.** 

## Cover 7 – Special events

## ✓ What is covered

We will automatically increase the **contents** sum insured by up to 10% for any one claim for

gifts, food and provisions during the period 30 days before and 30 days after a special event you or your **family** are celebrating for example; weddings, civil partnerships, religious festivals, birthdays, anniversaries and any other type of celebration.

## Cover 8 – Domestic heating oil

### What is covered

We will pay up to £5,000 for any one claim for accidental loss of domestic heating oil.

#### X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Loss or damage while your **home** is **unoccupied** or **unfurnished**.

## **Cover 9 – Metered water**

#### What is covered

We will pay up to £5,000 for any one claim for accidental loss of metered water.

#### X What is not covered

- 1 The amount of the excess shown in your schedule
- 2 Loss or damage while your home is **unoccupied** or **unfurnished**.

## Cover 10 - Garden plants

#### ✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage to plants, bushes, shrubs and trees in the open within the boundaries of the land belonging to the **home** caused by:

- 1 fire, smoke, explosion, lightning or earthquake
- 2 theft or attempted theft
- 3 malicious people or vandals
- 4 riot, civil commotion, strikes, labour and political disturbances.

*Emergency key replacement for lost keys is provided under the Home assistance section (if chosen).* 

### X What is not covered

- 1 The amount of the excess shown in your schedule
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**
- 3 Loss or damage caused by storm or flood.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## Cover 11 – Lawns and gardens

#### ✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage to lawns and gardens through the actions of the fire, police or ambulance service while attending the **home**.

#### X What is not covered

The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## Cover 12 – Visitors' personal effects

## ✓ What is covered

We will pay any visitor at your request up to £5,000 towards any one claim for each visitor, for loss or damage by **contents** Cause 1 Loss and **accidental damage** to their **personal effects** whilst within the **home**.

#### X What is not covered

- 1 The amount of the excess shown in your schedule
- Loss or damage specifically excluded under contents Cause 1 – Loss and accidental damage.

# Cover 13 – Domestic staff's personal effects

#### ✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage to **personal effects** owned by

any **domestic staff** who do not permanently live with you at the **home**, while the **personal effects** are contained in the **home**.

#### X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Loss or damage specifically excluded under contents Cause 1 Loss and accidental damage.

## Cover 14 - Credit card liability

#### ✓ What is covered

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

We will pay up to £10,000 for any one claim.

Do not forget to inform the police and issuing authorities as soon as possible in the event of a loss or if you suspect fraudulent use of any card.

## X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Any loss unless you or your **family** have complied with the terms and conditions of the issuing authority
- 3 Any loss or claim due to accounting errors or omissions.

## **Cover 15 – Documents**

#### What is covered

We will pay up to £5,000 towards any one claim for loss or damage to documents (other than **money**).

#### X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Documents more specifically insured by any other insurance
- 3 Documents mainly used for business, trade, profession or employment purposes
- 4 Securities or share certificates.

## Cover 16 – Downloaded audio/visual files

#### What is covered

We will pay up to £2,500 for any one claim for loss or damage to legally downloaded audio/ visual files stored on a computer or any other type of entertainment equipment or mobile phone as a result of **contents** Cause 1 Loss or damage.

## X What is not covered

The amount of the **excess** shown in your schedule.

## Cover 17 – Marquees

#### ✓ What is covered

We will pay up to £30,000 for loss or damage to marquees and associated equipment owned by you or for which you have hired and are legally responsible for, provided it is not insured elsewhere.

## X What is not covered

Damage caused by **storm**, **flood** or frost.

## **Cover 18 – Jury service**

#### ✓ What is covered

We will pay up to £5,000 to you or your spouse, civil partner or domestic partner living with you at the rate of £25 a day for each day or part day that you or your spouse, civil partner or domestic partner living with you is called to serve as a Juror in a Court of Law.

# Cover 19 – Fatal accident or acquired disability

## ✓ What is covered

If you or any member of your **family** suffers any injury caused by:

- 1 accident, assault or fire in the home
- 2 an accident while travelling as a passenger on a public service vehicle
- 3 assault in the street.

We will pay:

- a £15,000 if the injury results in the death of you or your spouse, civil partner or domestic partner (living at the home) within 12 months of the incident
- £5,000 if the injury results in the death of any other member of your family within 12 months of the incident
- c up to £15,000 for necessary alterations to your home if the injury results in a permanent disability to you or any member of your family.

The maximum we will pay for any one incident is £50,000.

# Cover 20 – Tenant's liability (applicable if the home is rented)

### What is covered

We will pay up to 20% of the **contents** sum insured for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as tenant of the **home** for damage to the **buildings** by any cause covered under the **buildings** section of this **policy**.

## X What is not covered

Loss or damage to gates, hedges and fences.

## Cover 21 – Personal liability

## ✓ What is covered

We will pay up to £5,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as compensation (including claimant costs and expenses) occurring during the period of insurance for accidental:

- 1 death, bodily injury or illness of any person not an employee of either you or your family
- 2 damage to property not belonging to and not in the custody or control of you, your family or domestic staff

arising from:

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

## X What is not covered

Legal liability to pay compensation or costs arising from:

- 1 any business, trade, profession or employment
- 2 the transmission of any contagious disease or virus
- 3 owning, possessing or using vehicles or craft
- 4 owning, possessing or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983. This includes crossbreeds of those listed with any other breed, and any updates or changes that are made to these laws
- 5 owning any species of animal not domesticated in the UK
- 6 owning, possessing or using any species of horse including ponies, donkeys and mules
- 7 any claim for damages brought in a court outside the United Kingdom the Channel Islands or the Isle of Man
- 8 death or bodily injury or illness to your or your family
- 9 owning, possessing or using drones including mechanically propelled aerial toys, models or devices
- 10 damage to property that belongs to, or is in the custody or control of you, your family or domestic staff.

Any liability which is covered under a more specific policy.

## Important

Under this section we will provide cover for your liability as the occupier of your **home** arising from the private pursuits of you or your **family**. We will not cover your liability arising from your ownership of your **home**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note if you are the owner of the **buildings** you will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.

## **Cover 22 – Unrecovered damages**

## ✓ What is covered

We will pay up to £2,500,000 in respect of any award of damages made in your or your family's favour which:

- is for death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under contents Cover 12 – Personal liability had you or your family been responsible for the injury or damage and
- 2 is made by a court within the United Kingdom, Isle of Man or Channel Islands and
- 3 is still outstanding six months after the date on which it is made and
- 4 is not being appealed.

## Cover 23 - Liability to domestic staff

#### What is covered

Subject to the limit below we will pay any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will pay up to £10,000,000 (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

### X What is not covered

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

- 1 carried in or on any vehicles or craft
- 2 entering or getting onto or getting off any vehicles or craft.

Where such bodily injury or illness (including death) is caused by or arises out of your or your family's use of any vehicles or craft.

## **Cover 24 – Identity theft**

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

#### ✓ What is covered

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

- 1 reasonable legal costs you or your family pay to defend a claim from a financial institution issuing the payment card
- 2 ancillary costs to:
  - a create documents needed to prove your or your family's innocence in terms of any financial irregularities committed unlawfully
  - **b** remove judgments wrongly entered against you or your **family**
  - c challenge the accuracy of information in a Credit Reference Agency report
  - d postal and phone costs you or your family 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 earnings as a result of you or your family needing to take time away from work to go and see the police, financial institutions issuing payment cards and credit agencies.

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

### X What is not covered

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

## **Claims conditions**

The following conditions apply to claims for **identity theft**. These conditions apply in addition to the general claims conditions which can be found on page 17.

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:

- 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 or your family's address for the last 6 years
- 4 file a police report as soon as reasonably possible after discovering the identity theft
- 5 let your or your family's bank(s) payment card company(ies) and all other accounts know of the identity theft as soon as reasonably possible after discovering the identity theft
- 6 send us proof from your or your family's employer that you or your family took unpaid days off if you wish to make a claim for lost wages and provide proof that it was necessary
- 7 send us copies of any demand, notices, summonses, complaints or legal papers received in connection with a loss suffered

- 8 take all reasonable steps to prevent further damage to your or your **family's** identity
- 9 make the claim no later than 6 months from the date this **policy** ends.

## **Buildings**

Your schedule will show if this section has been chosen.

## What is the most we will pay?

We will pay the cost to reinstate your **buildings** for any one claim under Buildings Cause 1 and covers 2 and 4-7.

We will also pay the additional amounts under Buildings Covers 3 and 8-11 up to the limits shown.

## Cause 1 – Loss and accidental damage

#### ✓ What is covered

Loss or damage including **accidental damage** to the **buildings**.

#### X What is not covered

- 1 The amount of the excess shown in your schedule
- 2 Loss or damage:
  - a to gates, hedges, fences caused by storm or flood
  - b to boundary and garden walls, gates, hedges and fences, paths and drives, artificial lawns, patios, decking, terraces, tennis hard courts and swimming pools by subsidence heave or landslip unless the home has been damaged at the same time by the same cause
  - c due to normal settlement shrinkage or expansion
  - d caused by subsidence, heave or landslip resulting from solid floor slabs and non load bearing walls moving unless the foundations beneath the load bearing walls of the home are damaged at the same time by the same cause
  - e caused by **subsidence**, **heave** or **landslip** arising from
    - i construction, structural alteration, repair or demolition
    - ii the use of defective materials, defective design or faulty workmanship
    - iii coastal or river bank erosion.

- f while the **home** is **unoccupied** or **unfurnished** caused by:
  - i malicious people
  - ii theft or attempted theft
  - escape of water from or frost damage to a water drainage or heating installation or any washing machine, dishwasher, waterbed, refrigerator or freezer
  - iv oil leaking from or freezing in a fixed oil-fired heating installation, and damage to soil caused by the leaking oil
  - v accidental breakage of glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandahs.
- g caused by:
  - i infestation, chewing, scratching, tearing, fouling or urinating by insects or vermin
  - ii chewing, scratching, tearing, fouling or urinating by domestic animals
  - iii by mechanical or electrical breakdown or failure.
- h arising from the alteration or extension of the buildings
- i arising from faulty workmanship, defective design or use of defective materials
- j by escape of water caused by failure or lack of sealant and/or grout
- k caused by water coming into your home, other than by storm, flood or escape of water from a fixed water, drainage, or heating installation, or a washing machine, dishwasher, water bed, fridge or freezer where cover may apply under those perils.

## **Cover 2 – Alternative accommodation**

## ✓ What is covered

While your **home** cannot be lived in because of loss or damage covered by this **policy**, we will pay:

 the reasonable cost of alternative accommodation for you and your family and your domestic animals and horses 2 rent which you would have received if you had been renting out part of the **home**.

When you require alternative accommodation, we will always discuss this with you.

To determine what we mean by the 'reasonable cost of alternative accommodation' there are numerous factors we consider, including:

- the circumstances of your claim
- the needs of you, your family and domestic animals
- how long you might need the accommodation for
- what type of accommodation is available and where it is located.

We will pay these costs up to a maximum of three years.

## X What is not covered

The amount of the **excess** shown in your schedule.

# Cover 3 – Emergency evacuation alternative accommodation

## ✓ What is covered

While your **home** cannot be lived in because you are advised not to by a statutory and/or local authority:

- following damage to a neighbouring property or
- because of a risk to your health and safety from possible loss or damage to your home.

We will pay up to £2,500 for any one claim for

- the reasonable cost of alternative accommodation for you and your family and your domestic animals
- 2 rent which you would have received if you had been renting out part of the **home**.

### X What is not covered

The amount of the **excess** shown in your schedule.

# Cover 4 – Debris removal and building fees

## ✓ What is covered

We will pay the reasonable additional costs and expenses incurred as a result of a valid claim for damage to the **buildings** on this **policy** for:

- 1 architects, surveyors, consulting engineers and legal fees
- 2 the cost of clearing debris from the site or demolishing or shoring up the **buildings**
- 3 the cost to comply with government or local authority requirements.

## Cover 5 - Keys and locks

#### ✓ What is covered

We will pay for the cost of replacing keys, including electronic keys and remote controls and locks or lock mechanisms to:

- 1 external doors and windows of the home
- 2 a safe or strongroom within, or an alarm protecting the **home**
- 3 gate security mechanisms
- 4 doors to garages and outbuildings.

## X What is not covered

The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## **Cover 6 – Emergency entry**

#### ✓ What is covered

Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency or perceived emergency involving you or your **family**.

Emergency key replacement for lost keys is provided under the Home assistance section (if chosen)

## X What is not covered

The amount of the **excess** shown in your schedule.

## Cover 7 - Selling your home

### What is covered

If you have entered into a contract to sell the **home** the person buying it will have the full protection of your **policy** for the **buildings** up to the date of completion of the purchase, as long as the **home** is not covered by any other insurance.

## X What is not covered

The amount of the **excess** shown in your schedule

## Cover 8 – Trace and access

#### ✓ What is covered

We will pay up to £15,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **home** caused by:

- 1 escape of water from a fixed water drainage or heating installation
- 2 escape of oil from a fixed oil fired heating installation
- 3 accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the home for which you are responsible.

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

## X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains
- 3 the costs of repair of the source of the damage unless the cause is covered elsewhere in this policy.

## Cover 9 - Garden plants

#### ✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage to plants, bushes, shrubs and trees in the open within the boundaries of the land belonging to the **home** caused by:

- 1 fire, smoke, explosion, lightning or earthquake
- 2 theft or attempted theft
- 3 malicious people or vandals
- 4 riots, civil commotion, strikes, labour and political disturbances.

#### X What is not covered

- 1 The amount of the excess shown in your schedule
- 2 Loss or damage whilst the **home** is **unoccupied** or **unfurnished**
- 3 Loss or damage caused by **storm** or **flood**. We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## Cover 10 - Lawns and gardens

#### What is covered

We will pay up to £5,000 for any one claim for loss or damage to lawns and gardens through the actions of the fire, police or ambulance service while attending the **home**.

## X What is not covered

The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

## Cover 11 – Help to reduce flooding

If we accept your claim for damage caused by a **flood**, we will also pay up to £10,000, to try and stop or reduce further **flood** damage happening.

This amount includes any fees. We will protect your **home** where we can. This may include using 100% waterproof floor finishes, and paints and plaster which are water-resistant. These should dry out without cracking so they can be easily re-painted. We may also place electrical sockets and/or wires higher up the walls of your property. We will only do this where the costs to repair your buildings (not including outbuildings) are more than £10,000. We or our loss adjusters/suppliers must approve the work before it goes ahead.

## Cover 12 – Property owner's liability

## ✓ What is covered

We will pay up to £5,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance in respect of accidental:

- 1 death, bodily injury or illness of any person who is not an employee of either you or your family
- 2 damage to property not belonging to and not in the custody or control of you, your family or domestic staff.

Arising from:

- a your ownership (but not occupation) of the **buildings** including its land
- b defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence.

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

## X What is not covered

Your or your **family's** legal liability to pay compensation arising directly or indirectly from:

1 an agreement which imposes a liability on you or your **family** which you would not be under in the absence of such agreement

- 2 the use of the **home** for any business, trade, profession or employment
- 3 death, bodily injury or damage caused by lifts, hoists or **vehicles or craft**
- 4 damage to property that belongs to, or is in the custody or control of you, your family or domestic staff
- 5 rectifying any fault or alleged fault
- 6 death of or bodily injury or illness to you or your **family**
- 7 the transmission of any contagious disease or virus.

Any liability which is covered under a more specific policy.

## Important

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

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

Please note that you will also need to arrange cover for Personal liability which most insurers automatically include under contents insurance.

## Home assistance

Your schedule will show if this section is in force.

This policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

This cover is suitable for those who want cover for a sudden, unexpected **emergency**. It covers the cost of **emergency repairs** only and not the damage caused by the **emergency**.

This cover is not suitable for those that already have another policy that covers the home emergencies that follow.

Please note that the home assistance cover is separate from your buildings and contents cover. If you are a tenant please check you also have your landlord's permission to use this cover.

# 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.

The terms we, us, our, you and your also have a defined meaning listed here, but are not highlighted in bold throughout this section.

#### **Authorised contractor**

A tradesperson authorised 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 event(s)**

**Emergency** to essential services within the **property** listed in the section below 'What is covered' on page 36.

#### 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 authorised 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 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 authorised contractor which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

#### We/us/our

Inter Partner Assistance S.A. and AXA Assistance (UK) Limited.

#### You/your

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

## How to make a Home assistance claim

To obtain **emergency** assistance contact the 24 hour Emergency Helpline on: **0330 024 6849** 

To follow or log your claim online:

www.axa.homemanager.link



You should have the following information available upon request:

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

## **General conditions**

- 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.

In some circumstances, we may find it difficult to deploy an **authorised contractor** to attend your **property** or deal with your **emergency** within a reasonable timescale. For example, this may be due to:

- excessive demand;
- bad weather;

- industrial action;
- parts availability; or
- little or no availability of a specialist.

If this is the case, we will assist on a reimbursement basis: we will agree that you may arrange your own assistance locally, after which we will refund the cost you incurred, up to £1,000 including VAT. This will be in full and final settlement of your claim under this **policy**.

Should we need to do this, please make sure you obtain and keep fully itemised invoices or receipts from your own contractors, evidencing payment, to support your claim for reimbursement.

## **Domestic emergency**

If you suffer a **covered event** at your **property** you should tell us on the emergency telephone or log your claim online:

www.axa.homemanager.link



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.

You will need to arrange your own accommodation and we will reimburse you the costs. You will need to provide an invoice or receipt before we can reimburse the costs.

## ✓ 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. You are also covered for a primary system running on air, ground or water source heat pumps, however we may settle claims for these types of energy on a reimbursement basis if we do not have a suitable authorised contractor local to you
- 5 Animals or insects that are destructive in their natural behaviour or considered pests or nuisances: rats, 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.

## X What is not covered

The following are excluded from the insurance:

- 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 units, solar and un-vented hot water systems
- 10 Boilers or heating systems with an output over 60 kWh
- 11 Shared water/drainage facilities
- 12 Material/labour charges covered by manufacturer/supplier/installers
- **13** Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**
- 14 Loss, damage to windows, doors or locks for outbuildings garages and sheds
- 15 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
- 16 Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
- 17 Any breakdown to flushing mechanism of toilets
- 18 Damage to boundary walls, hedges, fences or gates
- **19** Pests outside the main dwelling e.g. in garages and other outbuildings
- 20 Electricity supply to, or failure of burglar/ fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
- 21 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

22 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:

- Loss or damage arising from circumstances known to you prior to the start date of this insurance
- 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
- I 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

 Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

#### **Data protection**

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

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

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your home emergency, in order to provide the services described in this policy;
- b disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d obtaining and storing any relevant and appropriate photographic evidence of the condition of your property which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- e sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the EEA (The European Union plus Norway, Leichtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

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

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it. If you want to know what information is held about you by Inter Partner Assistance S.A. or AXA Assistance (UK) Limited, or have other requests or concerns relating to our use of your data, please write to us at:

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

Email:

dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: www.axapartners.co.uk/en/privacy-policy. Alternatively, a hard copy is available from us on request.

#### **Sanctions Clause**

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.

### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

### **Family legal protection**

Your schedule will show if this section is in force.

This section of your cover is managed and provided by Arc Legal Assistance Limited and has its own set of definitions which can be found on page 41. The insurance parts of this section are underwritten by AmTrust Europe Limited and we act on their behalf.

If a claim is accepted under this section of your insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** happens. Where it is necessary to start court proceedings, or a **conflict of interest** happens, and you want to use a legal representative that you choose yourself, we will not pay **advisers' costs** which are more than (a) our **standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Our Family Legal Protection covers **costs** set out under the separate sub-sections of cover, less any **excess** up to the **maximum amount payable** where:

a The insured event happens during the period of insurance and within the territorial limits

and

**b** The legal action takes place within the territorial limits.

This section of your insurance does not provide cover where something you do, or fail to do, has a negative impact on your position or the position of the **insurer** in connection with the **legal action**.

#### **IMPORTANT CONDITIONS**

If your claim is covered under this section of your Insurance and no exclusions apply then it is vital that you comply with the conditions of this section of your insurance in order for your claim to proceed. The conditions that apply to this section of your insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this section of your insurance are:

#### 1 Prospects of success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in your best interests. The assessment of your claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** finds that there is not a 51% or higher chance of success, then we might decline or stop giving support for your case.

2 Proportional costs

An estimate of the **costs** to deal with your claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of your case and will be carried out by the independent **adviser**. If the estimate is more than the amount in dispute then we might decline or discontinue support for your case.

**3** Giving the Insurer all the important information

When the **Insurer** accepts your application for this **Home assistance** insurance, it relies on the information you give. You must take reasonable care to give full answers to the questions asked when you take out, or make changes to, your policy. If the information provided by you is not complete and accurate your cover might be affected and:

- the Insurer might cancel your policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to you if the Insurer:

- intends to cancel your policy; or
- needs to amend the terms of your policy; or needs you to pay more for your insurance.

If you become aware that information you have given is incomplete or inaccurate, you must tell us.

4 Freedom of choice

You can choose your own **adviser** to act for you when it is likely that court proceedings might need to be started. If you do this, we will only pay **standard advisers' costs** up to the maximum amount payable (which we have the right to change from time to time).

# Definitions applying to this section only

These 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.

The terms we, us, our, you and your also have a defined meaning listed here, but are not highlighted in bold throughout this section.

#### Adviser

Our specialist panel solicitors or accountants (or their agents) appointed by us to act for you, (provided we agree) where it is necessary to start court proceedings or a **conflict of interest** happens, another legal representative chosen by you.

#### **Advisers' costs**

Legal or accountancy fees and disbursements incurred by the **adviser**.

#### **Adverse costs**

Third party legal costs awarded against you which will be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

#### **Conditional fee agreement**

An agreement between you and the **adviser** (or between us and the **adviser**) which sets out the terms under which the **adviser** will charge you (or us) for their fees.

#### **Conflict of interest**

Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

#### **Contract of employment**

A contract of service, whether express or implied, and (if it is express) whether spoken or in writing.

#### Costs

Standard advisers' costs and adverse costs.

#### Data protection legislation

The relevant Data protection legislation in force in the United Kingdom at the time of the **insured event**.

#### **Excess**

The amount that you must pay towards the cost of any claim as stated below:-

Cover 8 - Tax: £150

All other sections £50

The excess will be paid to, and at the request of, the **adviser**.

#### Home

The private residence shown in your schedule.

#### H M Revenue and Customs full enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.

#### Insurer

AmTrust Europe Limited.

#### **Insured event**

The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this section of your insurance.

#### Legal action(s)

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

#### Legal helpline

The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which might give rise to a claim under this insurance.

#### Limit of indemnity

The maximum payable in respect of an **insured event** as stated below: £100,000

#### Maximum amount payable

We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an **insured event** which is £100,000.

#### **Period of insurance**

This section of your insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

#### Standard advisers' costs

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

#### **Territorial limits**

The United Kingdom and 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 **Insurer**.

#### 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

**Costs** to pursue a **legal action** following a breach of a contract you have entered into 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.

#### X What is not covered

#### Claims

- 1 where the amount in dispute is below £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
- **3** for, or related to, professional negligence.

#### Cover 2 - Personal injury

#### What is covered

**Costs** to pursue a **legal action** resulting from an **insured event** following an accident resulting in your personal injury or death against the person or organisation directly responsible.

#### X What is not covered

Claims

- 1 resulting from medical or clinical treatment, advice, assistance or care
- 2 for stress, psychological or emotional injury unless it arises from you suffering physical injury
- 3 for 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 – Clinical negligence

#### What is covered

**Costs** to pursue a **legal action** resulting from an **insured event** for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.

#### X What is not covered

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

#### **Cover 4 – Employment disputes**

#### What is covered

**Costs** to pursue a **legal action**, resulting from an **insured event** brought within an employment tribunal or civil court arising from an infringement of your rights relating to your **contract of employment**.

#### X What is not covered

#### Claims

- 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 settlement 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 5 – Property infringement**

#### What is covered

**Costs** to pursue a **legal action**, resulting from an **insured event** 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.

#### X What is not covered

#### Claims

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

#### Cover 6 – Property damage

#### ✓ What is covered

**Costs** to pursue a **legal action** resulting from an **insured event** 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.

#### X What is not covered

#### Claims

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

#### Cover 7 – Motor prosecution defence

#### ✓ What is covered

**Costs** to defend a **legal action** resulting from an **insured event**, in respect of an offence arising from your use of a motor **vehicle**. Pleas in mitigation are covered where there is a 51% (or greater) prospect of such a plea materially affecting the likely outcome.

#### X What is not covered

#### Claims

 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 8 – Consumer defence**

#### What is covered

**Costs** to defend a **legal action**, resulting from an **insured event** 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.

#### X What is not covered

Claims

- 1 where the amount in dispute is below £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 9 – Tax

#### ✓ What is covered

Standard advisers' costs, resulting from an insured event, incurred by an accountant if you are subject to an HM Revenue and Customs full enquiry into your personal Income Tax position, provided that the insured event arises on the date that you or your adviser are contacted, either verbally or in writing, by the relevant department of HM Revenue & Customs advising you of either dissatisfaction with your returns, or amounts paid, or giving notice of intention to investigate.

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.

#### X What is not covered

#### Claims

- 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 10 – Data protection**

#### ✓ What is covered

**Costs** to pursue **a legal action**, resulting from an **insured event**, against a person or organisation for breach of **data protection legislation** which has resulted in you suffering a financial loss.

#### Cover 11 – School admission disputes

#### ✓ What is covered

**Standard advisers' costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to your child or children being refused entry at the state school of your choice.

#### X What is not covered

#### Claims

- arising where examinations or other selection criteria are part of the acceptance process
- 2 where the process for appealing against the decision to refuse a place at the school has not been adhered to
- 3 where the child has been suspended, expelled or permanently excluded from another school.

#### 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.claims.arclegal.co.uk. 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.

Please note that any avoidable delay in notifying any claim might result in a claim being declined.

#### 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 'AXA Advanced – 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 have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - 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 4 Employment
  - 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 4 Employment Disputes
  - a dispute between persons insured under this policy.
- 4 Contracts (Rights of Third Parties) Act 1999.

A person who is not a party to this contact 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 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

If a complaint cannot be dealt with by 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

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves your interests. The assessment of your claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or greater chance of success, then we may decline or discontinue support for your case.

4 Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that you are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that you are able to claim from your opponent will not be covered. 5 Fraud

In the event of fraud, the Insurer:

- a Will not be liable to pay the fraudulent claim
- **b** May recover any sums paid to you in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid
- d Will no longer be liable to you in any regard after the fraudulent act.
- 6 Other insurances

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

7 Change in law

Cover under this section of the **policy** is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this **policy** and reject claims where the change provides a benefit which did not previously exist.

#### **Data protection notice**

1 Data protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit www.arclegal.co.uk

2 How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3 Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4 Disclosure of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5 International transfers of data

The personal data that we collect from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where we transfer your personal data outside of the UK and EEA, We will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6 Your rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7 Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this Insurer's privacy policy is available to view at:

www.amtrustinternational.com/legal/ privacy-cookies/

#### Sanctions clause

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 or 0207 741 4100.

#### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Family legal protection insurance is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

### Health at hand

This section is automatically included.

Our medical team is ready to help whether you want to talk about a specific health worry, medication, treatment or simply need a little guidance and reassurance.

You can speak to them whenever you want to – day or night. 24 hours a day, 365 days a year.

Health at hand offers a range of telephone based support specialising in a variety of health and medical topics including:

#### Family

- from pregnancy to care of the elderly
- behavioural issues for children
- bullying
- caring for sick family members
- first aid
- eating disorders
- teenage troubles acne, sex, self-harm and drugs
- separation and divorce
- anything you forgot to ask your own GP
- what to expect before surgery and aids to rapid recovery.

#### **Healthy living**

- exercise and sports injuries
- diet, nutrition and weight control
- drinking and smoking
- disease management asthma, arthritis, diabetes
- blood pressure and cholesterol control
- cosmetic surgery
- skin care
- complementary medicines for example, osteopathy, acupuncture and chiropractic care.

#### **Pills and prescriptions**

- medicines and potential side-effects
- mixing drugs
- pain relief
- the latest research findings
- medical statistics.

#### Men's health

- prostate issues
- testicular cancer
- sexual issues
- fertility.

#### Travel

- what inoculations and other health precautions you should take before travelling
- detailed information by country and principal regions
- where to get inoculations
- taking children on holiday
- support while far from home
- finding the nearest English-speaking doctor or dentist whilst abroad.

#### Women's health

- fertility
- menopause and HRT
- cervical cancer
- sexual issues
- hysterectomy
- osteoporosis.

# Don't worry about it – pick up the phone and talk to us...

Our experts include nurses, counsellors, midwives and pharmacists. Nurses are available 24/7. Midwife and pharmacist services are available from Monday to Friday 8am to 8pm, Saturday 8am to 4pm and Sundays 8am to 12pm.

For comprehensive and confidential information, just ring 0330 159 8327. Or visit our online health centres for health information you can trust or to submit a question to one of our experts www.axappphealthcare.co.uk

We may record and/or monitor calls for quality assurance, training and mutual protection.

AXA PPP Healthcare, Phillips House, Crescent Road, Tunbridge Wells, Kent TN1 2PL.

AXA PPP Healthcare Group Limited. Registered Office: 20 Gracechurch Street, London EC3V 0BG, United Kingdom. Registered in England No. 03148346

We may record and monitor calls for quality assurance, training and as a record of our conversation.

### **Making a complaint**

AXA Insurance aims to provide the highest standard of service to every customer.

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

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

#### Making your complaint

If your complaint relates to a claim on your **policy**, please contact the department dealing with your claim or phone: 0330 024 6841.

If your complaint relates to your **policy**, please contact your insurance agent or AXA office where it was bought, or AXA Insurance UK plc.

#### **Contact details**

Head of Complaints AXA Insurance PO Box 2796 Bolton BL6 9LZ Tel 0330 024 5518

Email: customercare@axa-insurance.co.uk

#### If your complaint is about Home assistance

You can write to the Customer Relations Manager who will arrange an investigation on behalf of the General Manager at:

Inter Partner Assistance S.A., The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR.

Phone: 01737 815 913

Email: homeemergencycomplaints@ axa-assistance.co.uk

## If your complaint is about Family legal protection or Identity theft

Please write to:

Arc Legal Assistance Limited PO Box 8921, Colchester CO4 5YD

Phone: 01206 615 000

Email: customerservice@arclegal.co.uk

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

- Your name, address and postcode, telephone number and e-mail address (if you have one)
- Your policy and/or claim number, and the type of policy you hold
- The name of your insurance agent (if applicable)
- The reason for your complaint.

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

#### **Beyond AXA**

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

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action. If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

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

Tel 0300 123 9123 or 0800 023 4567 Fax 0207 964 1001

Email: complaint.info@financial-ombudsman.org.uk Web: www.help.financial-ombudsman.org.uk

#### Our promise to you

We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from complaints to continuously improve our service
- Your legal rights will not be affected by any complaint you make.



### **Customer service information**

#### **Data Protection Notice**

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

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

# Financial Services Compensation Scheme (FSCS)

AXA insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot met our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website www.FSCS.org.uk or by contacting them on 0800 678 1100.

#### Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

# This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your Insurance Agent.

### www.axa.co.uk

**AXA Insurance UK plc** Registered in England and Wales No 78950. Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

