

**This is your home insurance policy.
Please read it carefully to make sure
that it offers you the cover you need
and then keep it safe in case you
need to make a claim.**

Egg Home Insurance. Stay safe and sound.

This Policy document contains all You need to know about Your Home Insurance. From getting in touch with a query or making a claim, to finding out what You are covered for, it's all here.

Sleep tight with Egg Home Insurance.

Egg has chosen AXA Insurance as our preferred partner. AXA Insurance has a reputation for expertise and quality and has worked with Egg to design this insurance around your needs as a householder.

Throughout this Policy document you will see references to the Insurer. Unless expressly stated, this refers to AXA Insurance UK plc.

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The nuts and bolts of Your Home Insurance Policy

Your Policy Welcome to **Your Home Insurance Policy** and thank **You** for choosing **Egg**. The information **You** have supplied forms part of the contract of insurance with the **Insurer**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place. In return for having accepted **Your** premium the **Insurer** will in the event of injury, loss or damage happening within the **Period of Insurance** provide insurance as described in the following pages and referred to in **Your** schedule. If after reading these documents **You** have any questions, please contact the **Insurer** on any of our helpline numbers opposite.

Important **We** recommend that **You** read this **Policy** in conjunction with **Your** schedule to ensure that it meets with **Your** requirements. Should **You** have any queries please contact the **Insurer**. If **You** are not satisfied with the **Policy** cover, return the documents to **Us** within 14 days and, provided no incidents have occurred which will give rise to a claim, **We** will refund any premium **You** have paid.

Your attention is drawn to the **Complaints Procedure** on **page 7**.

These are legal documents. Please keep them safe.

The law applicable to this Policy

You are free to choose the law applicable to this **Policy**. **Your Policy** will be governed by the law of England and Wales unless **You** and the **Insurer** has agreed otherwise.

Important telephone numbers

Claims

0870 556 1161

Open 24 hours a day

Customer service line

0870 906 2999

Open from 8am–9pm Monday to Friday,

9am–6pm Saturday,

10am–2pm Sunday

Legal helpline

0870 850 9081

Open 24 hours a day

Please quote 'AXA Egg' when contacting the legal helpline.

Home emergency (only available if this cover has been chosen)

0870 366 2111

Open 24 hours a day

Telephone calls may be recorded or monitored.

Statement of Demand and Needs

This product meets the demands and needs of owner occupiers or tenants who wish to protect their private permanent residences and/or contents against a range of specified events such as fire, theft and weather related losses throughout the duration of the policy.

keyfacts[®]

Policy Summary

This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Type of Insurance and Cover

Insurance for private residences.

This insurance provides cover for buildings and/or contents – please refer to your policy schedule for your selected cover.

The maximum amount we will pay is the sum insured shown within your policy wording or on the policy schedule.

Accidental damage, personal possessions, pedal cycles away from the home, family legal protection and home emergency may also be included – Your policy schedule will show if you have selected these options.

Conditions

- ▶ You must remember that the maximum sum insured under buildings is £500,000 and under contents is £50,000. If these values are exceeded cover under the policy may not apply.

Where a heading is bold in this policy summary, full details can be found in your policy wording under the same heading.

Features and Benefits Contents Standard Cover

- ▶ Limits of £2,500 for any one valuable and £7,500 for any one claim for total valuables are shown in the policy wording – your policy schedule will show the revised limits if these have been increased.
- ▶ Loss or damage caused by fire, smoke, explosion, lightning, earthquake, storm, flood, theft, escape of water (eg from burst pipes or tanks) or oil, malicious persons, riot, subsidence, collision by vehicles or animals, falling trees, collapse of aerials or satellite dishes. Clauses 1 – 11 in the policy wording.
- ▶ Accidental breakage of or damage to fixed glass in furniture, mirrors, hobs and home entertainment equipment.

Policy Summary continued

- ▶ Accidental loss of metered water and oil up to £1,000.
- ▶ Rent or alternative accommodation up to 20% of the contents sum insured.
- ▶ Loss or damage to frozen food due to a change in temperature or contamination by refrigerant fumes – unlimited.
- ▶ Liability for domestic employees up to £10,000,000.
- ▶ Tenant's liability up to a maximum of £3,000. Applicable if the insured property is rented.
- ▶ Public liability insurance up to £2,000,000, including damage arising from your occupation of the insured property (but not its ownership).

Personal Possessions

- ▶ Loss or damage to personal possessions anywhere in Europe and anywhere in the world for up to 60 days. Please refer to policy wording for full details of cover available.

Buildings Standard Cover

- ▶ Loss or damage caused by storm, flood, escape of water (eg from burst pipes or tanks) or oil, subsidence, theft, collision by vehicles or animals, falling trees, collapse of aerials or satellite dishes, fire, smoke, explosion, lightning, earthquake, malicious persons or riot. Clauses 1 – 11 in the policy wording.
- ▶ Accidental breakage of fixed glass in windows, fixed sanitary ware and bathroom fittings.
- ▶ Accidental damage to underground pipes and cables and up to £5,000 towards the necessary costs in locating the source of the damage.
- ▶ Alternative accommodation or loss of rent up to 20% of the buildings sum insured.
- ▶ Property owners liability up to £2,000,000.

Pedal Cycles

- ▶ A limit of £1,000 for any one pedal cycle is shown in the policy wording – your policy schedule will show the revised limits if these have been increased.
- ▶ Loss or damage to pedal cycles and their accessories anywhere in Europe and anywhere in the world for up to 60 days. Please refer to policy wording for full details of cover available.

Policy Summary continued

Family Legal Protection – Cover under this section is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance, a wholly owned subsidiary of AXA Assistance SA

- ▶ Legal costs and expenses up to £50,000.

Home Emergency – Cover under this section is insured by Inter Partner Assistance

- ▶ Access to a network of approved contractors.
- ▶ Emergency repairs for the home up to £250.

Significant or unusual Exclusions or Limitations

- ▶ The standard excesses and any increased amount you have agreed to pay shown within your policy wording or on the policy schedule.
- ▶ Watercraft (eg windsurfers and sailboards) and mechanically propelled vehicles (eg quad bikes and motorcycles) and any liability arising from them. Property primarily used for and liability arising from business purposes.

General Exclusions

- ▶ Riot or civil commotion outside of the United Kingdom, the Isle of Man or the Channel Islands, confiscation or sonic bangs, radioactive contamination, war risks, terrorism, reduction in market value, date change, pollution and contamination.

Exclusions under Contents Standard Cover

- ▶ Loss or damage caused by chewing, scratching, tearing or fouling by domestic animals.
- ▶ Damage caused by any gradually operating cause.
- ▶ Damage caused (whilst being carried) to audio or visual equipment which is designed to be portable.
- ▶ Loss or damage to valuables, money, plants or trees left in the open at the insured property.

Exclusions under Contents Standard Cover and Buildings Standard Cover

- ▶ Loss or damage occurring after the insured property has been unoccupied or unfurnished (see full definitions within the policy wording) for 30 consecutive days or more by malicious persons, escape of water or oil, theft, mirrors, fixed glass and sanitary ware and accidental loss of oil and metered water.

Policy Summary continued

Exclusions under Personal Possessions

- ▶ Theft from an unattended motor vehicle unless the personal possessions are concealed from view and the vehicle is locked.
- ▶ Theft from an unlocked hotel room.

Exclusions under Pedal Cycles

- ▶ Theft of an unattended pedal cycle unless secured to a permanent structure or motor vehicle or contained within a locked building.

Exclusions under Family Legal Protection

- ▶ Claims directly linked or arising from the planning or alteration of the building.
- ▶ Claims arising from a dispute concerning a lease or licence to occupy land or buildings.
- ▶ Claims for legal costs that insurers have not agreed to in advance.
- ▶ Unless a conflict of interest arises, prior to the start of legal proceedings, legal costs incurred by any legal representative other than Irwin Mitchell Solicitors or their agents.

Exclusions under Home Emergency

- ▶ Costs arising from or in connection with circumstances known of prior to the start of cover.
- ▶ Any loss where we were not contacted to arrange for emergency repairs.

Duration

This is an annually renewable policy.

Cancellation period

Although our regulator requires us to provide a minimum cancellation period of 14 days we will allow you to cancel your policy at any time. A full explanation can be found in your policy booklet under General Conditions.

Claim Notification

To make a claim contact:

Household Claims **0870 556 1161**

Family Legal Protection **0870 850 9081**

Home Emergency **0870 850 9102**

Making Yourself Heard

There are separate complaints procedures for Home Emergency and Family Legal Protection underwritten by Inter Partner Assistance. **We** explain this in the relevant section.

Any complaint you may have should in the first instance be addressed to the claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to The Customer Care Department of AXA Insurance.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the policy wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

- ▶ Compulsory insurance is covered in full.
- ▶ Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at www.FSCS.org.uk

If You have cause for complaint, it is important You know Egg is committed to providing You with great service and customer care.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so **We** can try to put things right.

Who to contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- ▶ to be sure **You** are talking to the right person, and;
- ▶ that **You** are giving them the right information.

When You contact Us

- ▶ Please give **Us Your** name and contact telephone number.
- ▶ Please quote **Your Policy** and/or claim number; and the type of **Policy You** hold.

Making Yourself heard continued

- ▶ Please explain clearly and concisely the reason for the complaint.

So **We** begin by establishing **Your** first point of contact.

Step One – Initiating Your Complaint

Egg may be contacted at:

Egg, Pride Park, Riverside Road, Derby DE99 3GG

Tel: **08451 233 233**

Email: **complaints@egg.com**

If **You** wish to provide written details, the following checklist has been prepared for **You** to use when drafting **Your** letter.

- ▶ Head **Your** letter 'COMPLAINT'.
- ▶ Give **Your** full name, postcode and contact telephone number(s).
- ▶ Quote the type of Policy and **Your** Policy and/or claim number.
- ▶ Advise the name of **Your** insurance agent/firm (if applicable).
- ▶ Explain clearly and concisely the reason(s) for **Your** complaint.

This letter should be sent to the person dealing with **Your** complaint along with any other material

Should **Our** response be unsatisfactory, direct **Your** complaint to the **Insurer** as relevant.

Does **Your** complaint relate to:

Your Policy?

Customer Help Team

AXA Insurance

Civic Drive

Ipswich

IP1 2AN

Tel: **0870 906 2999**

A claim in Your Policy?

Personal Claims Unit

AXA Insurance

PO Box 97

Lancaster

LA1 1WG

Tel: **0870 556 1161**

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

Step Two – If You are still unhappy

Should the response **You** receive be unsatisfactory, ask to speak to a Team Leader at the **Insurers**. Where a Team Leader cannot assist, the **Insurers** will make sure **You** are put into contact with a Manager who will seek to resolve **Your** complaint.

Making Yourself heard continued

Step Three – Contacting the Insurer’s Head Office

If **You** complaint is one of the few that cannot be resolved by this stage, write to the **Insurer’s** Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care

AXA Insurance

Civic Drive

Ipswich

IP1 2AN

Tel: **01473 205 926** Fax: **01473 205 101**

Email: **customercare@axa-insurance.co.uk**

Step Four – Beyond the Insurer

If the **Insurer** has given **You** a final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after the **Insurer** has provided **You** with written confirmation that an internal complaints procedure has been exhausted.

The FOS can be contacted at:

Insurance Division

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: **0845 080 1800** Fax: **020 7964 1001**

Referral to the FOS will not affect **Your** right to take legal action against the **Insurer**.

Our promise to You

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

We may record or monitor telephone calls.

Definitions

To help **You** further, **We** have included some explanatory notes in **Your Policy**. These appear printed in **bold** in the margins and dark green in the main body of the text.

Certain words are highlighted by the use of bold print and start with a capital letter.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or schedule.

Buildings	The structure of the Home including landlord's fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and Outbuildings .
Endorsement(s)	A change to the terms of the Policy as shown under Endorsements in the schedule.
Excess	The amount You are required to pay as the first part of certain claims made under the Policy . In the event of a claim being made under more than one Section of the Policy for the same incident, You are only responsible for one Excess .
Family/They	Your domestic partner and each member of Your Family permanently residing with You .
Home	The Private Residence shown in the schedule including its garages and Outbuildings if they form part of the property.
Outbuildings	<ul style="list-style-type: none">▶ Sheds,▶ greenhouses,▶ summer houses or▶ other Buildings which do not form part of the structure of the main Building of the Home and are used or occupied for domestic purposes.
Period of Insurance	The dates shown in the schedule.
Policy	Your Policy booklet and most recent schedule which include any Endorsement that applies.
Unfurnished	Without sufficient furniture and furnishings for normal living purposes.
Unoccupied	Not lived in by You or Your Family for more than 30 consecutive days or occupied by squatters.

Definitions continued

We/Us/Our Means a trading name of the **Egg** group of companies including for the purposes of this **Policy**, **Egg** Financial Intermediation Ltd, (reg no: 3828289) which is authorised and regulated by the Financial Services Authority (FSA) and is entered into the FSA register under number 309551. All members of the **Egg** group are registered in England and Wales. Registered office: Citigroup Centre, Canada Square, London E14 5LB.

Insurer(s) Means AXA Insurance UK plc.
Registered office: 5 Old Broad Street, London EC2N 1AD.
Registered in England: number 78950.
AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

You/Your The person or persons named in the schedule as the **policyholder**.

Your Policy is designed to help **You** understand the extent of cover provided.

We will always communicate with **You** in English.

You will find on many of the pages these headings:

What is covered

These sections are printed on a white background and give detailed information on the insurance provided and must be read with **What is not covered** at all times.

What is not covered

These sections shown on a light green background draw **Your** attention to what is not included in the scope of **Your Policy**.

To help You further

We have included some explanatory notes in **Your Policy**. These appear in the **tinted box**.

General conditions

You and **Your Family** must comply with the following conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them the **Insurer** has the option to cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

We will always communicate with **You** in English. Other taxes or costs may exist that are not paid through **Us** or the **Insurer** or imposed by **Us** or the **Insurer**.

Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured.

For the **Buildings**:

The estimated cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.

For the **Contents**:

The current cost as new (other than clothes, furs and household linen). For clothes, furs and household linen the current cost as new, less an appropriate allowance for wear and tear.

Changes in Your circumstances

You must notify the **Insurer** as soon as possible of any change which may affect this insurance, and in particular any of the following:

- ▶ Change of address.
- ▶ Structural alteration to **Your Home**.
- ▶ If **You** or **Your Family** intend to lend, let or sub-let **Your Home**.
- ▶ If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- ▶ If **Your Home** will be **Unoccupied**.
- ▶ **You** must also notify the **Insurer** as soon as possible if **You** or **Your Family** have received a conviction or a Police caution, or been charged with, but not yet tried, for any offence other than driving offences.

The **Insurer** will then advise **You** of any change in terms.

If **You** are in any doubt please contact the **Insurer**.

General conditions continued

Taking care of Your property

You and **Your Family** must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the property insured in good repair.

What if I am unsure about the details of my **Policy**?

Do contact the **Insurer** straight away or **You** may not benefit from the full protection of **Your Policy** (see Important telephone numbers, page 2).

Cancelling Your cover

Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the **Cancellation Period**) by writing to the **Insurer** at the following address during the **Cancellation Period**:

AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Alternatively, **You** can contact **Us** on 0870 906 2999.

There is no refund of premium in the event of a total loss claim. However, in all other cases, the **Insurer** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or the **Insurer** may at the **Insurer's** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation outside the statutory period

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

Providing **You** have not incurred eligible claims during the period the **Insurer** has been on cover the **Insurer** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

General conditions continued

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or the **Insurer** may, at the **Insurer's** discretion, deduct the outstanding instalments due from any claim payment made.

The **Insurer** reserves the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

Non payment of premiums

The **Insurer** reserves the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

Premiums paid and up to date

The cover provided is dependent on all premiums due in the **Period of Insurance** being paid in full.

So for:

Annual premiums – Amounts to have been paid and cleared by the **Insurer**.

Payments by Direct Debit – If the premiums are paid monthly, these will be collected on the cover start date of the insurance shown on the schedule and on the same day of each following month. If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment.

Claims conditions

These conditions do not apply to **Family** Legal Protection where separate conditions apply.

You and **Your Family** must comply with the following Claims conditions to have the full protection of **Your Policy**.

If **You/They** do not comply with them The **Insurer** may at its option cancel the **Policy**, refuse to deal with **Your** claim or reduce the amount of any claim payment.

The first thing **You** must do:

If property is lost or theft, or malicious damage is suspected, **You** must immediately inform the Police and obtain a crime or lost property reference number.

Failure to do so may invalidate **Your** claim.

It is recommended that **You** check **Your Policy** cover.

Check that the loss or damage is covered. The **Policy** contains details of what is covered and how claims are settled.

You should always immediately:

- ▶ Contact the **Insurer** by phone on **0870 556 1161**.
- ▶ Take all reasonable steps to recover missing property.
- ▶ Take all reasonable steps to prevent further damage.

Claims process

The Insurer will:

- ▶ Take details of the loss.
- ▶ Arrange for a nationwide approved tradesperson to provide the **Insurer** with an estimate.
- ▶ Instruct an approved supplier to contact **You** if appropriate.
- ▶ Where necessary arrange for someone to call or contact **You** by phone as soon as possible to discuss **Your** claim. This person may be one of the **Insurer's** own claims staff or an independent Chartered Loss Adjuster.

Claims conditions continued

What You must do after making Your claim:

- ▶ Tell the **Insurer** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them, and send to the **Insurer** immediately any writ, summons, letter of claim or other document.
- ▶ If requested, send written details of **Your** claim to the **Insurer** within 30 days.
- ▶ Supply at **Your** own expense all reports, certificated plans, specification information and assistance that the **Insurer** may require.

How do I make a claim?

Do telephone the **Insurer** immediately on **0870 556 1161**.

What You must not do:

- ▶ Admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them. The **Insurer** has the right to negotiate, settle or defend any such claim in **Your** name and on **Your** behalf, and take possession of the property insured and deal with salvage.
- ▶ Abandon any property to the **Insurer**.
- ▶ Dispose of damaged items as the **Insurer** may need to see them.

To do so may invalidate Your claim.

Claims conditions continued

Fraud

You and **Your Family** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- ▶ Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect.
- ▶ Make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect.
- ▶ Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

Then:

- ▶ The **Insurer** shall not pay the claim.
- ▶ The **Insurer** shall not pay any other claim which has been or will be made under the **Policy**.
- ▶ The **Insurer** may at our option declare the **Policy** void.
- ▶ The **Insurer** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date.
- ▶ The **Insurer** shall not make any return premium.
- ▶ The **Insurer** may inform the Police of the circumstances.

How the Insurer settles claims

Lost property

Where property has been lost the **Insurer** will replace with the closest possible match.

Damaged property

Where possible, damaged property will be repaired. Where repair is not possible, the property will be replaced.

Where repair or replacement is not possible, the **Insurer** will pay in cash the amount of the loss or damage.

Where repair or replacement is possible, but under the circumstances the **Insurer** considers it appropriate to make a cash settlement, the sum payable will reflect any discounts the **Insurer** may have received if the **Insurer** had replaced the property.

Cash payment

Wherever cash payments are made, the sum payable reflects the lost or damaged property at today's prices.

Replacement

Where replacement of property is arranged, the settlement cheque will be sent directly to the supplier.

Matching items or areas and carpets

Where loss or damage occurs and an exact repair or replacement is not possible the **Insurer** will endeavour to provide the closest match.

If the lost or damaged item or area matched others in the **Home**, the **Insurer** will only pay for the lost or damaged item or area.

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms or areas.

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen.

How the Insurer settles claims continued

There will be no deduction for all other contents provided they have been maintained in good repair and the sum insured represents the full value of the property (see General conditions on **page 12** and Claims conditions on **page 15**).

The Buildings – If repair or reinstatement is carried out, there will be no deduction provided that the sum insured represents the full value of the property and they have been maintained in good repair.

Other insurance policies

If any injury, loss or damage is covered by any other insurance policies the **Insurer** will not pay more than its proportion.

General exclusions

What if **You** can't repair the damage? Where repair is not possible the property will be replaced (**see page 18**).

These exclusions apply throughout **Your Policy**.

The **Insurer** will not pay for:

Riot/civil commotion

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

Sonic bangs

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

Reduction in market value

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

Confiscation

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

The exclusions above do not apply to the following covers:

- ▶ Liability to domestic staff.
- ▶ Tenant's liability.
- ▶ Liability to the public.
- ▶ Property owner's liability.
- ▶ Owner's liability.

Radioactive contamination

- 1 Loss or damage to any property or any loss or expense resulting or arising there from or any other loss, damage or additional expense following on from the event for which **You** are claiming.
- 2 Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - ▶ Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ▶ The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

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

General exclusions continued

Pollution/contamination

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

- ▶ A sudden and unforeseen and identifiable incident.
- ▶ Leakage of oil from a domestic oil installation at **Your Home**.

Terrorism

Any loss or damage or cost or expense whatever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or in any way relating thereto.

For the purposes of this exclusion 'terrorism' means the use of biological, 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 or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Date change

- 1 Loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software programme or process or any other electrical or electronic system directly or indirectly caused by:
 - ▶ Failure to correctly recognise data representing any other date in such a way that it does not work properly or at all.
 - ▶ Computer viruses.
- 2 Legal liability directly or indirectly arising from:
 - ▶ Any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software programme or process or any other electrical or electronic system failing to correctly recognise data representing any other date in such a way that it does not work properly or at all.
 - ▶ Computer viruses.

Subsequent loss or damage or legal liability for which cover is in force under this **Policy** is not affected.

Inflation protection

Do I get charged for inflation protection?

No, but at the renewal of **Your Policy** the premium will be based on the increased sums insured (see this page).

To help protect **You** against the effect of inflation every sum insured and monetary limit under the **Contents, Personal Possessions** and **Buildings** sections will be adjusted at the end of each month in line with the following indices:

Contents/personal possessions

The Consumer Durable section of the Retail Price Index compiled by the National Statistics Office.

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable the **Insurer** will use a suitable alternative index. The **Insurer** will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **Period of Insurance** will be based on any increased sum insured.

Although **You** have the benefit of inflation protection, **You** should not rely on this alone to keep the **Buildings** and **Contents** sums insured at the correct level.

The value of **Your Buildings** or contents may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition of **Your Policy** to insure for the correct sum – see **page 12**.

Contents standard cover

Your schedule will show if this section has been chosen.

Inflation protection applies, see **page 22**.

What are contents?

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **They** are legally responsible for them and they are mainly used for private purposes.

Household goods	This includes tenants' fixtures, fittings and interior decorations.
Personal effects	This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include Valuables or Money.
Valuables	This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.
Money	This means coins, bank notes in current use, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

What contents are not covered?

- a** Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles and children's motorcycles and motorcars), but lawnmowers, garden implements, wheelchairs, models and toys are covered.
- b** Parts, accessories, tools, fitted radios, cassette players, and compact disc players for the things in (a) above.
- c** Any living creature.
- d** Property more specifically insured by any other insurance.
- e** Documents other than as shown in cover 20 on **page 31**.
- f** Lottery tickets and raffle tickets.
- g** Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as occupier.
- h** Property mainly used for business, trade, profession or employment purposes.

Contents standard cover continued

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the sum insured shown for contents in **Your** schedule for any one claim under causes 1–11 and covers 12, 13, 18, 27 and 28. The **Insurer** will pay in addition amounts due under covers 14–17 and 19–26 up to the limits shown.

The following limits apply:

▶ For any one Valuable	£2,500
▶ For any one claim for Valuables	£7,500
▶ For Money	£500
▶ For frozen food	£300

These are the standard limits. If **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** schedule.

Am I still covered if my contents are lost in a fire?

Yes, **Your** contents are also covered for loss or damage due to smoke, explosion, lightning and earthquake (see this page, cause 1).

Am I covered for water damage?

Yes, damage caused by the escape of water is covered, but damage to the items themselves is only covered if an insured cause or cover is operative (see cause 4).

What is covered

Loss or damage to **Your** or **Your Family's** contents while they are in the **Home** by following causes:

- 1 Fire, smoke, explosion, lightning, earthquake.
- 2 **Storm or flood**
Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.

What is not covered

The amount of the **Excess** shown in the schedule except for covers 23, 24 and 25.

- 1 Smoke damage arising gradually or out of repeated exposure.
- 2 Loss or damage caused by:
 - a) Frost.
 - b) Rising ground water levels.

Contents standard cover continued

What is covered

- 3 Theft or attempted theft.
Minimum security precautions
Endorsement may apply.

- 4 Escape of water from:
- i. Fixed:
 - a) Water installation
 - b) Drainage installation
 - c) Heating installation
 - ii. Washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

What is not covered

- 3 a) Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
- b) Loss where 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.

The **Insurer** will not pay for the following unless there has been forcible and violent entry to or exit from the **Home**:

- c) Theft of pedal cycles.
- d) Theft of Money.
- e) Loss or damage from the **Home** if any part of it is let, lent, or sub-let or occupied by anyone but **You** or **Your Family**.
- f) Loss or damage from any part of the **Home** which is used for any business, trade, profession or employment purposes.

- 4 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

Damage caused by the escape of water is covered, but damage to the items themselves is only covered if an insured cause or cover is operative.

Contents standard cover continued

What is covered

- 5 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.
- 6 Malicious persons or vandals.
- 7 Riot, civil commotion, strikes, labour and political disturbances.
- 8 Subsidence or ground heave of the site on which the **Buildings** stand or landslip.
- 9 Collision by:
 - i. Aircraft
 - ii. Aerial devices
 - iii. Road or rail vehicles
 - iv. Animals

or anything dropped from them
--
- 10 Falling trees or branches.
- 11 Breakage or collapse of
 - i. Satellite dishes.
 - ii. TV or radio aerials, aerial fittings or masts.
 - iii. Lampposts.
 - iv. Telegraph poles.
 - v. Electricity pylons' poles or overhead cables.

What is not covered

- 5 Loss or damage while the **Home is Unoccupied or Unfurnished.**
Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.
- 6 Loss or damage while the **Home is Unoccupied or Unfurnished.**
- 8 Loss or damage resulting from coastal or river bank erosion.
- 9 Loss or damage caused by:
 - a) Domestic pets.
 - b) Insects.
- 10 a) The cost of removal of the fallen tree or branch.
b) Loss or damage caused during tree felling, lopping or topping.
- 11 Loss or damage to the items themselves.

Cover for items in or on the **Home** may be covered – see cover 12 on page 27.

Contents standard cover continued

What is covered

The following covers are included in this section:

12 Home entertainment equipment

Accidental damage to:

- i. Television sets and their aerials.
- ii. Radios.
- iii. Record players, compact disc players and tape recorders.
- iv. Video recorders.
- v. DVD players.
- vi. Home computers.
- vii. Cable/satellite/digital television receivers.

What do I do in the event of a loss?

Do inform the Police immediately in the event of a loss (see page 28, cover 15).

What is not covered

- 12 a) Mechanical or electrical breakdown or failure.
- b) Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
- c) Damage caused by or in the process of cleaning, maintenance, repair, dismantling, altering or dyeing.
- d) Loss or damage by chewing, scratching, tearing or fouling by domestic pets.
- e) Damage caused by wear and tear.
- f) Damage caused by rot, fungus, insects or vermin.
- g) Damage caused by the action of light or any atmospheric or climatic condition.
- h) Damage caused by any gradually operating cause.
- i) Accidental damage or contamination to computers or computer equipment by:
 - i. Erasure or distortion of data.
 - ii. Accidental erasure or mislaying or misfiling of documents or records.
 - iii. Viruses.
- j) Damage to records, discs, cassettes and tapes.

Contents standard cover continued

What is covered

13 Mirrors and glass

Accidental breakage of:

- i. Mirrors.
- ii. Fixed glass in and glass tops of furniture.
- iii. Ceramic hobs and ceramic tops of cookers.
- iv. Glass oven doors.

14 Replacement of locks

The **Insurer** will pay for the cost of replacing keys and locks or lock mechanisms to:

- i. External doors and windows of the **Home**.
- ii. A safe within or an alarm protecting the **Home** following the loss of their keys.

The **Insurer** will not pay more than £500 for any one claim.

15 Liability for credit card

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 from the **Home** and following its unauthorised use by any person not related to or residing with **You**. The **Insurer** will not pay any more than £1,000 for any one claim.

Do not forget to immediately inform the Police and issuing authorities in the event of a loss.

What is not covered

- k) Damage to equipment not in or on the **Home**.
- l) Damage to equipment designed to be portable whilst it is being transported or carried or moved (eg laptop computers, portable compact disc players, portable televisions).

13 a) Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

- b) Loss or damage to **Your** or **Your Family's** Contents while they are not in the **Home**.

14 The cost of replacing keys and locks to a garage or Outbuilding.

This cover can be found under both the **Buildings** and contents sections.

Where both sections are in force the **Insurer** will only pay under one section.

15 Any loss unless:

- a) **You** or **Your Family** have complied with the terms and conditions of the issuing authority.
- b) Any loss or claim due to accounting errors or omissions.

Contents standard cover continued

What is covered

- 16 Accidental loss of oil and metered water**
The **Insurer** will pay for accidental loss of domestic heating oil and metered water. The **Insurer** will not pay more than £1,000 for any one claim.
- 17 Contents removed to the garden**
Loss or damage by causes 1–11 to contents while in the open within the boundaries of the land belonging to the **Home**. The **Insurer** will not pay more than £500 for any one claim.
- 18 Temporary removal**
Loss or damage by causes 1–11 to contents temporarily removed from the **Home** to:
- i. any bank or safe deposit
 - ii. any occupied private dwelling
 - iii. any building where **You** or **Your Family** are working or temporarily residing while:
anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or anywhere in the world for up to 60 days during any **Period of Insurance**.

What is not covered

- 16** Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
- 17** Loss or damage to:
- a) Valuables or Money.
 - b) Plants and trees.
 - c) Pedal cycles.
- 18** Loss or damage:
- a) By theft unless it involves forcible and violent entry to or exit from a **Building**.
 - b) From a caravan, mobile **Home** or motor **Home**.
 - c) Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

Contents standard cover continued

What is covered

The **Insurer** provides insurance protection for contents in the **Home** during normal periods of **Unoccupancy**, for example, when **You** are on holiday.

However, if **You** are going away for 30 consecutive days or more or if the **Home** is to be vacated, please tell the **Insurer** as this will affect the terms of **Your Policy**.

Am I covered if I need to find somewhere else to live?

Yes, the **Insurer** will pay for rent payable for which **You** are legally liable (see this page, cover 19).

19 Alternative accommodation

While the **Home** cannot be lived in because of loss or damage covered by this **Policy**, the **Insurer** will pay for:

- i. Rent payable for which **You** are legally liable
or
- ii. the reasonable increased cost of alternative accommodation for **You** and **Your Family** and **Your** domestic pets.

The **Insurer** will not pay more than 20% of the sum insured for contents for any one claim.

What is not covered

Contents standard cover continued

What is covered

20 Documents

Loss or damage by causes 1–11 to documents (other than Money) whilst:

- i. Within the main building of the **Home** or
- ii. deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world.

The **Insurer** will not pay more than £1,000 for any one claim.

21 Automatic increase in sum insured for gifts and provisions

The contents sum insured is automatically increased for gifts and provisions:

- i. During the period of 1 December to 15 January.
- ii. During the period 30 days before and 30 days after **Your** or **Your Family's** wedding.

The **Insurer** will not pay more than 10% of the sum insured for contents for any one claim.

22 Frozen food

Loss or damage to food in the cold chamber of any refrigeration or deep freeze cabinet which is made unfit for human consumption by a change in temperature or contamination by refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

- i. In the **Home**.
- ii. Owned by or the responsibility of **You** or **Your Family**.

The **Insurer** will not pay more than £300 for any one claim.

What is not covered

- 20 a) Property more specifically insured by any other insurance.
- b) Property mainly used for business, trade, profession or employment purposes.

22 Loss or damage resulting from:

- a) The deliberate act of **You** or **Your Family** or any electricity supplier.
- b) Strike, lock-out or industrial dispute.
- c) Property more specifically insured by any other insurance.
- d) Property mainly used for business, trade, profession or employment services.

What is covered

23 **Liability to domestic staff**

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) for bodily injury, illness (including death or disease) of any Domestic Staff under a contract of service with **You** solely for private domestic duties during the **Period of Insurance** and within the United Kingdom, the Channel Islands and the Isle of Man.

The **Insurer** will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by the **Insurer** in writing) for any claim or series of claims arising from any one event or one source or original cause.

Can I claim for food in my freezer?

Yes, food which is unfit to eat through change in temperature or contamination by refrigerant fumes is covered (see **page 31**, cover 22).

24 **Tenant's Liability**

Any amount that **You** or **Your Family** become legally liable to pay as tenant of the **Home** during the **Period of Insurance** in respect of:

- i. Damage to the **Buildings** by any cause specified under **Buildings** standard cover of this **Policy**.

What is not covered

23 **You** or **Your Family's**

Legal liability to pay compensation or costs arising from bodily injury (including death or disease) sustained by any Domestic Staff when Domestic Staff are:

- i. Carried in or upon a vehicle or
- ii. Entering or getting on to or alighting from a vehicle where such bodily injury is caused by or arises out of the use by **You** or **Your Family** of a vehicle on the road.

For the purposes of this exception the expressions 'road', 'use' and 'vehicle' have the same meaning as in the Road Traffic Act 1988 or similar legislation.

- 24 Loss or damage to gates, hedges and fences.

Contents standard cover continued

What is covered

- ii. Accidental damage to any cable pipe (including any drain inspection cover) or underground sewage tank providing a service to the **Home**.

Accidental breakage of:

- iii. fixed glass in:

- ▶ Windows.
- ▶ Doors.
- ▶ Fanlights.
- ▶ Skylights.
- ▶ Greenhouses.
- ▶ Conservatories.
- ▶ Verandas.

- iv. Fixed ceramic hobs or hob covers.
- v. Fixed sanitary ware and bathroom fittings.

The **Insurer** will not pay more than £3,000 for any claim or series of claims arising from any one event or one source or original cause.

25 Liability to the public

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** in respect of accidental:

- i. Bodily injury (including death or disease) of any person not an employee of either **You** or **Your Family**.
- ii. Damage to property not belonging to or in the custody or control of **You** or **Your Family** and arising from:

What is not covered

25 Legal liability to pay compensation or costs arising from:

- a) Any business, trade, profession or employment of **You** or **Your Family**.
- b) The transmission of any communicable disease or virus.
- c) The ownership, possession or use of any mechanically propelled vehicle (which includes motorcycles,

Contents standard cover continued

What is covered

The occupation of the **Home** (but not its ownership) or
the private pursuits of **You** or **Your Family** or
the employment by **You** or **Your Family** of **Your** domestic staff.

The **Insurer** will not pay more than £2,000,000 (including costs) for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but the **Insurer** will cover liability arising from the ownership, possession or use of lawn mowers, garden implements, wheelchairs and models.

- d) The ownership, possession or use of watercraft (which includes sail boards and windsurfers) aircraft, caravans and trailers but the **Insurer** will cover liability arising from the ownership, possession or use of models, toys, any hand propelled watercraft under five metres in length and surfboards.
- e) The ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable).
- f) Any action for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man.

What is covered

26 Unrecovered damages

The **Insurer** will pay the amount of any award of damages made in **Your** or **Your Family's** favour which:

- i. Is in respect of bodily injury (including death or disease) or damage to property of such nature that **You** or **Your Family** would have been entitled to indemnity under Liability to the public had **You** or **Your Family** been responsible for the injury or damage and
- ii. is made by a court within the United Kingdom, Isle of Man or Channel Islands and
- iii. is still outstanding six months after the date on which it is made and
- iv. is not the subject of an appeal.

What is not covered

Contents additional cover

What is covered

Your schedule will show if this extension has been chosen.

What is covered

- 27 Accidental loss or damage to Contents whilst in the **Home**.

What is not covered

- 27 Accidental loss or damage:
- a) Specifically excluded under Contents standard cover.
 - b) More specifically insured elsewhere in this **Policy**.
 - c) By any gradually operating cause.
 - d) By wear and tear.
 - e) By chewing, scratching, tearing or fouling by domestic pets.
 - f) By rot, fungus, insects or vermin.
 - g) Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.
 - h) By the action of light or any atmospheric or climatic condition.
 - i) By mechanical or electrical breakdown or failure.
 - j) Arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming.
 - k) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it.

What is covered

- 28 House Removal**
Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the **Home** to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

What is not covered

- l) To computers or computer equipment.
 - i. By erasure or distortion of data.
 - ii. By accidental erasure or mislaying or misfiling of documents or records.
 - iii. By viruses.
 - iv. By contamination.
 - m) To food, drink and plants.
 - n) To contact lenses.
 - o) While the **Home** is **Unoccupied** or **Unfurnished**.
- 28. Accidental loss or damage:**
- a) To Money.
 - b) To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors.
 - c) To jewellery.
 - d) During sea transit.
 - e) Whilst the contents are in storage.
 - f) By mechanical or electrical breakdown or failure.

Personal possessions

Your schedule will show if this section has been chosen. Inflation protection applies (see **page 22**).

What are Personal possessions? All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **They** are legally responsible for them and they are mainly used for private purposes.

Personal effects This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs and sports equipment. It does not include Valuables, Money or pedal cycles.

Valuables This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money This means coins and bank notes in current use, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

What is the most the Insurer will pay? The **Insurer** will not pay more in total than the sum insured shown for Personal possessions in **Your** schedule for any one claim in this section.

Note: The sum insured under this section is included within the sum insured for Contents standard cover and is not in addition to it.

The following limits apply:

For Money	£500
For credit cards	£500
For any one Valuable	£2,500

These are the standard limits. If **You** have increased any of them the revised limits which apply to **Your Policy** will be shown by **Endorsement** in **Your** schedule.

How much will **You** pay for any one Valuable?

The **Insurer** will pay, at most, £2,500 for any one Valuable (see above).

Personal possessions continued

What is covered

- 1 Loss or damage to Valuables, Money and Personal effects belonging to **You** or **Your Family** whilst:
 - i. Anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean islands and those countries bordering the Mediterranean.
 - or
 - ii. Anywhere in the world for up to 60 days during any **Period of Insurance**.

What is not covered

- 1 The amount of the **Excess** shown in the schedule. The **Insurer** will not pay for loss or damage:
 - a) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
 - b) Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.
 - c) Caused by chewing, scratching, tearing or fouling by domestic pets.
 - d) Caused by rot, fungus, insects or vermin.
 - e) Caused by any gradually operating cause or wear and tear.
 - f) Caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are concealed from view, all windows are closed and all doors including the boot are locked.
 - g) To items not in the care, custody or control of **You** or **Your Family** or an unauthorised person.
 - h) Caused by theft or attempted theft from an unlocked hotel room.
 - i) Arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming.
 - j) By mechanical or electrical breakdown or failure.

Personal possessions continued

What is not covered

- k) To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers, pedal cycles and mechanically propelled vehicles (which includes motorcycles and children's motorcycles and motor cars) but lawn mowers, garden implements and wheelchairs, models and toys are covered.
- l) To parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (k).
- m) To plants or any living creature.
- n) To documents.
- o) To contact lenses.
- p) Where 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.
- q) Specifically provided for elsewhere in this **Policy**.
- r) To computers or computer equipment.
 - i. By erasure or distortion of data.

Personal possessions continued

What is covered

- 2 **You** or **Your Family's** liability under the terms of any credit card or cash dispenser card agreement as a direct result of its unauthorised use by any person not related to or residing with **You** or **Your Family**.

What is not covered

- ii. By accidental erasure, mislaying or misfiling of documents or records.
- iii. By viruses.
- iv. By contamination.
- s) To Personal possessions left in **Your Home** after the **Home** is left **Unoccupied** or **Unfurnished**.
- t) To property more specifically insured by any other insurance.
- u) To lottery tickets and raffle tickets.
- 2 Any loss or claim:
 - a) Unless **You** and **Your Family** have complied with the terms and conditions of the issuing authority.
 - b) Due to accounting errors or omissions.

Buildings standard cover

Your schedule will show if this section has been chosen, Inflation protection applies (see **page 22**).

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the sum insured shown for **Buildings** in **Your Policy** schedule for any one claim under causes 1–11 and covers 13, 14, 17, 18 and 20. The **Insurer** will pay in addition amounts due under covers 12, 15, 16 and 19 up to the limits shown.

What is covered

Loss or damage to the **Buildings** by the following causes:

1 Storm or flood

Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.

2 Escape of water from or frost damage to:

i. a fixed:

- ▶ Water installation.
- ▶ Drainage installation.
- ▶ Heating installation.

ii. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

What is not covered

The amount of the **Excess** shown in the schedule (increased for cause 4). Not applicable to cover 19.

1 Loss or damage:

- a) By subsidence, ground heave or landslide.
- b) To gates, hedges, fences, drives or paths.
- c) To radio or television aerials.

d) By frost.

e) Caused by rising ground water levels.

f) May be covered under the Contents standard cover section if **You** have chosen this cover.

2 Loss or damage:

- a) While the **Home** is **Unoccupied** or **Unfurnished**.
- b) By subsidence, ground heave or landslide.
- c) By dry rot.

Damage caused by the escape of water is covered, but damage to the items themselves is only covered if the insured cause or cover is operative.

What is covered

The **Insurer** will also pay the necessary reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search, but the **Insurer** will not pay more than £5,000 for locating the source of damage for any one claim.

Will You pay for costs incurred to locate certain damage?

Yes, the **Insurer** will pay anything up to £5,000 (see **page 42-43**, clause 2).

- 3 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation. The **Insurer** will also pay the necessary costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search, but the **Insurer** will not pay more than £5,000 for locating the source of damage for any one claim.

- 4 Subsidence or ground heave of the site on which the **Buildings**

stand or landslip. Damage to **Your Home** caused by the ground moving is covered whether this movement is downwards due to subsidence, upwards due to heave or sideways due to landslip. Subsidence is the downward movement of a

What is not covered

- 3 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.

- 4 The amount of the **Excess** shown in the schedule in respect of each occurrence of loss or damage.

Loss or damage:

- a) Caused by normal settlement shrinkage or expansion.
- b) Resulting from coastal or river bank erosion.

Buildings standard cover continued

What is covered

Building foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by the **Policy**. Settlement is movement due to the distribution or re-distribution, loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the **Building**, is not normally a continuing problem and is not covered by the **Policy**.

5 Theft or attempted theft.

6 Collision by:

- i. Aircraft
- ii. Aerial devices
- iii. Road or rail vehicles
- iv. Animals

or
anything
dropped
from them

7 Falling trees or branches.

What is not covered

- c) Arising from construction, structural alteration or repair or demolition.
- d) Arising from the use of defective materials, defective design or faulty workmanship.
- e) To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools unless the **Home** has been damaged at the same time by the same cause.

f) To or resulting from movement of solid floor slabs and non-load bearing walls unless the foundations beneath the load bearing walls of the **Home** are damaged at the same time by the same cause.

5 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

6 Loss or damage caused by:

- a) Domestic pets.
- b) Insects.

7 a) The cost of removal if the fallen tree or branch has not caused damage to the **Buildings**.

- b) Loss or damage caused during tree felling, lopping or topping.

Buildings standard cover continued

What is covered

- 8 Breakage or collapse of:
- Satellite dishes.
 - TV or radio aerials, aerial fittings or masts.
 - Lampposts.
 - Telegraph poles.
 - Electricity pylons' poles or overhead cables.
- 9 Fire, smoke, explosion, lightning, earthquake.
- 10 Malicious persons or vandals.
- 11 Riot, civil commotion, strikes, labour and political disturbances.

Am I covered if my Home is Unoccupied?

Yes, **You** should advise the **Insurer** if **Your home** is going to be **Unoccupied** for a period greater than 30 days as this will affect the terms of this **Policy** (see this page, exclusions cause 10).

What is not covered

- 8 Loss or damage to the items themselves.
- Certain items may be covered under the Contents standard cover section.
- 9 Smoke damage arising gradually out of repeated exposure.
- 10 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

An **Unoccupied Home** represents a greater hazard. **You** should advise the **Insurer** of any period of **Unoccupancy** greater than 30 days as this will affect the terms of **Your Policy**. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.

Buildings standard cover continued

What is covered

The following covers are included in this section:

12 **Debris removal and Buildings fees**

Necessary expenses for rebuilding or repairing the **Buildings** as a result of damage covered by **Buildings** standard cover for:

- i. Architects, surveyors, consulting engineers and legal fees.
- ii. The cost of clearing debris from the site or demolishing or shoring up the **Buildings**.
- iii. The cost to comply with government or local authority requirements.

The **Insurer** will not pay more than 10% of the sum insured for **Buildings** for any one claim.

13 **Service pipes and cables**

Accidental damage to:

- i. Cables.
- ii. Drain inspection covers.
- iii. Underground drains, pipes or tanks providing services to or from the **Home** and for which **You** are responsible.

The **Insurer** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search, but the **Insurer** will not pay more than £5,000 for locating the source of damage for any one claim.

What is not covered

Buildings standard cover continued

What is covered

14 Glass and sanitary ware

Accidental breakage of:

i. fixed glass in

- ▶ Windows.
- ▶ Doors.
- ▶ Fanlights.
- ▶ Skylights.
- ▶ Greenhouses.
- ▶ Conservatories.
- ▶ Verandas.

ii. Fixed ceramic hobs or hob covers.

iii. Fixed sanitary ware and bathroom fittings.

15 Replacement of locks

The **Insurer** will pay for the cost of replacing keys and locks or lock mechanisms to:

- i. External doors and windows of the **Home**.
- ii. A safe within or an alarm protecting the **Home** following the loss of their keys.

The **Insurer** will not pay more than £500 for any one claim.

16 Alternative accommodation

While the **Home** cannot be lived in because of loss or damage covered by this **Policy**.

The **Insurer** will pay for:

- i. The reasonable increased cost of alternative accommodation for **You** and **Your Family** and **Your** domestic pets or
- ii. the amount of rent **You** and **Your Family** lose. The **Insurer** will not pay more than 20% of the sum insured for **Buildings** for any one claim.

What is not covered

- 14 a) Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
- b) Damage to property that does not form part of the **Home**.

Remember it is a condition of **Your Policy** that the property must be kept in good repair at all times.

- 15 The cost of replacing keys and locks to a garage or Outbuilding.

This cover can be found under both the **Buildings** and contents sections.

Where both sections are in force the **Insurer** will only pay under one section.

Buildings standard cover continued

What is covered

17 Emergency entry
Loss or damage to the **Buildings** caused when the fire, police or ambulance service has to force an entry to the **Buildings** because of an emergency involving **You** or **Your Family**.

18 Contracting purchasing
If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your Policy** in respect of the **Building** up to the date of completion of the purchase, as long as the **Home** is not covered by any other insurance.

19 Property owner's liability
Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental bodily injury (including death or disease) to any person or damage to property.

The **Insurer** will not pay more than £2,000,000 (including costs and expenses agreed by the **Insurer** in writing) for any claim or series of claims arising from any one event or one source or original cause.
Your schedule will show if this extension has been chosen.

What is not covered

19 Your legal liability to pay compensation arising directly or indirectly from:

- a) An agreement which imposes a liability on **You** which **You** would not be under in the absence of such agreement.
- b) The use or occupation of the **Home** for any business, trade, profession or employment.
- c) Death or bodily injury, illness or disease to any person who is a member of **Your Family** residing with **You** or any person under a contract of service.
- d) Damage to property belonging to or under the control of **You** or a member of **Your Family** residing with **You**.

Buildings standard cover continued

What is covered

What is not covered

- e) Death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment.
- f) 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.
- g) If **You** are entitled to indemnity under another insurance **Policy**.
- h) Arising more than seven years after this **Policy** has expired or been cancelled.
- i) For the cost of rectifying any fault or alleged fault.

Buildings additional cover

What is covered

20 Accidental damage to the Building

What is not covered

20. Accidental damage:
- a) Specifically excluded under **Buildings** standard cover.
 - b) More specifically insured elsewhere in this **Policy**.
 - c) By frost.
 - d) By wear and tear or gradually developing deterioration, settlement or shrinkage of the **Buildings**.
 - e) By vermin, insects, fungus, wet or dry rot.
 - f) By chewing, scratching, tearing or fouling by domestic pets.
 - g) By mechanical or electrical breakdown or failure.
 - h) Arising from the alteration or extension of the **Buildings** or cost of maintenance or routine decoration.
 - i) Arising from faulty workmanship, defective design or use of defective materials.
 - j) Whilst the **Home** is **Unoccupied** or **Unfurnished**.

Pedal cycles

Your schedule will show if this section has been chosen.

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the amount shown for pedal cycles in **Your** schedule for any one claim under this section. The following limits apply: for any one pedal cycle £1,000.

What is covered

Loss or damage to pedal cycles and their accessories belonging to **You** whilst:

- 1 Anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean (the European Area); or
- 2 Anywhere in the world for up to 60 days during any **Period of Insurance**.

What is not covered

The amount of the **Excess** shown in the schedule. Loss or damage:

- a) To tyres and accessories unless the cycle is lost or damaged at the same time.
- b) To the pedal cycle while being used for racing, pacemaking or trials.
- c) To pedal cycles more specifically insured by any other **Policy**.
- d) 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.
- e) To pedal cycles primarily used for business purposes.
- f) By any process of cleaning, maintenance, repair, dismantling, altering or dyeing.
- g) By wear and tear or any other gradually operating cause or rot, fungus, insects or vermin.
- h) Or depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming.

Pedal cycle continued

What is covered

What is not covered

- i) To glass or articles of a brittle nature.
- j) By mechanical or electrical breakdown or failure.
- k) Where property is obtained using any form of payment which proves to be counterfeit, false, fraudulent, invalid, irrecoverable or irredeemable for any reason.
- l) Specifically provided for elsewhere in this **Policy**.

Family legal protection

Cover under this Section is administered by Arc Legal Assistance and insured by Inter Partner Assistance SA. **Your** schedule will show if this section has been chosen.

Prior to the start of legal proceedings, unless a conflict of interest arises, this insurance only covers costs incurred by Irwin Mitchell Solicitors or their agents authorised by **Us** – see Making a claim 3.

Definitions for this section only

1 **We/Us/Our/Insurer**

Inter Partner Assistance SA Registered office:
The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
Registered number: FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK.

Family Legal Protection cover is managed and administered by Arc Legal Assistance Limited, on behalf of Inter Partner Assistance SA.

2 **Legal Costs and Expenses**

Reasonable proportionate and unrecovered fees and disbursements which **Your Solicitor** pays or must pay and the costs that the other party to the **Legal Action** which **You** are ordered to pay or that **We** agree and approve.

3 **Legal Action**

Pursuit or defence of civil tribunal proceedings or appeals arising from them in respect of an **Event** which is subject to the jurisdiction of the courts of the European Union. The pursuit or defence must be approved in advance by **Us** and be for damages, specific performance or injunction, or the defence of any motoring prosecutions.

4 **Solicitor**

The firm of Solicitors nominated to act for **You** by **Us** (See Making a claim 3). Unless a conflict of interest arises, prior to the start of legal proceedings, Irwin Mitchell Solicitors or their agents authorised by **Us** will be appointed to act for **You**.

5 **Event/Cause**

The incident or the start of a series of incidents which occur during the **Period of Insurance** which may result in a claim being made. To determine when the **Limit of Cover** has been reached **We** will treat all events that result from the same **Cause** or at the same time as one **Event**. In disputes about loss of employment this means the effective date of termination.

Family legal protection continued

6 Personal Effects

Personal Effects has the meaning as defined in Contents Standard Cover of the **Policy**.

7 Limit of Cover

The most **We** will pay for each claim arising from one **Event** or **Cause** is £50,000. There is no limit to the number of claims **You** can make in any **Period of Insurance**.

8 You/Your

The policyholder 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 the policyholder's children attending university or college whose main residence is the home.

What is covered

1 Legal Costs and Expenses of Legal Action in order to pursue a claim directly arising from:

- a) **Your** death or personal injury from any **Cause** other than medical negligence or loss or damage to **Your Personal Effects** except when involving a motor vehicle owned by **You** or for which **You** are legally responsible.
- b) The purchase or hire of goods or services for **Your** private use including the purchase of **Your** permanent place of residence. At least £125 must be in dispute and the agreement for the purchase or hire must have been made or renewed within the **Period of Insurance**.
- c) An infringement of **Your** legal rights arising from **Your** ownership or occupation of **Your** permanent place of residence. The infringement must occur at least 180 days after the insurance started.
- d) Physical damage to **Your** permanent place of residence.
- e) Breach of **Your** contract of employment. The infringement must happen prior to the termination of the contract of employment and at least 90 days after this insurance started.
- f) A person or organisation that has broken the Data Protection Act 1998 which has resulted in **You** suffering a financial loss.

2 Legal Costs and Expenses of Legal Action in order to defend a claim directly arising from:

- a) The private sale of **Your** goods. At least £125 must be in dispute.
- b) The sale of **Your** permanent place of residence. At least £125 must be in dispute.
- c) A motoring prosecution brought against **You**. The cost of these in mitigation will only be paid at **Our** discretion.

Family legal protection continued

Conditions – applicable to this section only

- 1 **You** must tell **Us** in writing as soon as reasonably possible and within 180 days in any event about any matter which could result in a claim being made under this section.
- 2 **You** must:
 - a) Give proper instructions to **Your Solicitor** and to **Us**.
 - b) Provide information at **Your** expense.
 - c) Not do anything to prejudice **Your** case or **Our** position in respect of the claim.
 - d) Co-operate with **Us**, keep **Us** informed of important developments and reply promptly to any correspondence connected to the claim.
 - e) Instruct the **Solicitor** to send any relevant documents, information or advice to **Us** immediately whether or not legally privileged.
 - f) Give the **Solicitor** any other instructions that **We** or the **Solicitor** may reasonably require.
 - g) Send **Us** all bills for **Legal Costs and Expenses** immediately.
- 3 If any person is ordered or agrees to pay **You** all or any **Legal Costs and Expenses**, charges or compensation either in full or by instalments, **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered or agreed to pay by way of costs.
- 4 **We** will not be bound by any promise or undertaking given by **You** to the **Solicitor**.
- 5 **We** will have direct access to **Your Solicitor** at all times.
- 6 **You** or the **Solicitor** must notify **Us** immediately in writing of the making of an offer or payment out of court with a view to settlement.

If **You** do not accept an offer or payment and **We** consider that the outcome of the case will be equally less favourable to **You** than the offer or payment, **We** shall only be liable for any further **Legal Costs and Expenses** after the offer or payment was made if **We** have given authority for the case to continue.

Family legal protection continued

- 7 If **You** are unsuccessful in **Legal Action You** may not take further **Legal Action** in the same case at **Our** expense without **Our** prior written permission.
- 8 **We** may investigate the case and subject to **Your** final approval (which will not be unreasonably withheld) try to settle it.
- 9 If **We** request it, **You** must require **Your Solicitor** to send his bill to be examined or certified by the Law Society or any other appropriate body.
- 10 **We** have the right to cancel this section by giving 14 days' notice in writing by registered letter to **Your** last known address.
- 11 If there is a dispute under this section it must be referred promptly to an arbitrator in accordance with the law at the time. The arbitrator will be a **Solicitor** or barrister jointly agreed by **You** and **Us**.

The arbitrator's decision will be final and binding upon **You** and **Us**.
- 12 If **You** die, **We** will insure **Your** legal personal representatives to pursue claims covered by this section arising from **Your** death provided they comply with the terms of this section.

What is not covered

- 1 The first £50 of each claim.
- 2 Appeals, unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable prospect of success under the Special Condition on **page 58**.
- 3 **Legal Costs and Expenses:**
 - a) Incurred before **We** have written to confirm acceptance of a claim.
 - b) Greater than **We** have approved.
 - c) If before the start of **Your Period of Insurance You** should have realised there was a basis for a claim or grounds which would be likely to lead to one being made.
 - d) If **You** make a claim which is untrue, misleading or exaggerated.
 - e) If **You** do not provide **Us** with information **We** reasonably need to assess **Your** claim.
 - f) More specifically insured or any amount that **You** cannot recover from a more specific insurance because the **Insurer** refuses the claim.

Family legal protection continued

- g) If **Your Solicitor** refuses to continue acting for **You** for reasonable Cause or **You** unreasonably discontinue his instructions.
 - h) Incurred if **You** withdraw instructions from the **Solicitor** or withdraw from the **Legal Action** without **Our** consent.
 - i) If **We** are not satisfied that there will be sufficient assets to meet any judgment.
 - j) Of any expert witness unless **We** have agreed in advance to the calling of the witness.
 - k) Any award of **Legal Costs and Expenses** and/or any interest upon **Legal Costs and Expenses** which arises from unreasonable conduct by **You** or **Your Solicitor**.
 - l) If **You** do not comply with any of the conditions which apply to this section or this **Policy** in general.
 - m) Which are not proportionate to any financial benefit that would be gained from the **Legal Action**.
 - n) Arising from any disciplinary, investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement where the claim relates to cover 1 e).
 - o) Arising from stress, emotional or psychological injury or illness; personal injury or death which is caused gradually or is not caused by a single act or omission.
- 4 Any claim where **You** are or, but for the existence of this section of **Your Policy** would be, entitled to indemnity under another **Policy** or would be but for a breach or alleged breach by **You** of the terms of the other **Policy**.
- 5 Fines or other penalties which a Court of Criminal Jurisdiction orders **You** to pay.
- 6 Claims made or considered against Us, AXA Insurance UK plc, the **Solicitor** or Arc Legal Assistance.
- 7 Any incident involving a motor vehicle driven by **You** if **You** had never held (or were disqualified from holding or obtaining) a driving licence at the time of the incident.
- 8 **Caused** by, contributing to or arising from:
- a) **Your** business profession or trade unless the claim relates to cover 1(a), 1(e) or 2(b).
 - b) Any venture for gain unless the claim relates to 1(a), 1(e) or 2(b).
 - c) **Your** deliberate or criminal act or omission.

Family legal protection continued

- d) The planning or construction or structural alteration of **Buildings** or parts of them.
- e) Subsidence, mining or quarrying.
- f) Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements.
- g) Libel or slander.
- h) Divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation.
- i) Any works by or under the order of any Government or public or local authority.
- j) A dispute concerning a lease or licence to occupy land or **Buildings**.
- k) A dispute with a rating authority on rateable values.
- l) Prosecutions which allege either dishonesty or violence.
- m) Computer software operating systems and packaged software tailored by a supplier to **Your** special order.
- n) Malfunctions or failure of any software, stored programme, computer device or system wholly or partly caused by or attributable to a date based **Event** whether occurring before, during or after the year 2000.
- o) A dispute with a provider of financial services or products.
- p) Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- 9 **Your** travelling expenses, subsistence allowances or compensation for absence from work.
- 10 Applications for judicial review.
- 11 Any claim arising under the Equal Pay Act 1970 and amending legislation.
- 12 Any claim not notified within 180 days of the **Event** or **Cause**.
- 13 Prior to the start of legal proceedings, of any professional adviser other than Irwin Mitchell Solicitors or their agents authorised by **Us** unless a conflict of interest arises.

Special condition

If on receiving a claim or at any time thereafter **We** consider that:

- 1 **You** do not have a reasonable prospect of success in **Legal Action**.
- 2 **Your** interest would be best served by another course of action.

Family legal protection continued

- 3 **We** cannot agree to the claim.

We will write to **You** giving reasons and will not be liable to pay any further **Legal Costs and Expenses** for the claim (subject to condition 11 of this section).

Making a claim – applicable to this section only

- 1 To make a claim phone the **Family Legal Helpline** on **0870 850 9081** and quote 'AXA Egg – Family Legal Protection' and request a claim form. **You** must complete this fully and provide any other information **We** request.
- 2 All letters must be sent to Arc Legal Assistance Limited, PO Box 8921, Colchester CO4 5YD. **Our** letters will be sent to **Your** address as shown in the schedule or, if **We** accept the claim, to the address of **Your Solicitor**.
- 3 At any time before **We** agree that legal proceedings need to be issued and unless a conflict of interest arises, **We** will appoint Irwin Mitchell Solicitors or their agents authorised by **Us** as **Your** professional adviser to act for **You**.

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 always possible to insure legal costs, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- ▶ Legal costs arising from the sale or purchase of the home and re-mortgaging.
- ▶ Family matters.
- ▶ Wills and probate.

To help deal with these and other matters which may arise **We** are able to provide access to discounted legal services provided by **Our** panel **Solicitors**. **Our** panel **Solicitors** are the country's leading law firms with extensive expertise in all major areas of the law.

To make use of the service please contact the Legal Helpline number above for an initial telephone consultation which will be provided at no charge. **Our** panel **Solicitors** will provide a quotation for the likely cost of their representation and it will then be up to **You** whether to appoint them to act or not.

Family legal protection continued

Complaints procedure

The following only applies to **Family** Legal Protection cover:

If **You** are dissatisfied with the service that has been provided then **You** should contact Arc Legal Assistance at the address below. Arc Legal Assistance will confirm that it has received **Your** complaint on the day that it is received and will send a full response within five working days. If Arc Legal Assistance cannot, it will give an indication of when **You** can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD
Tel: **0870 350 4400**

Complaints that Arc Legal Assistance cannot settle may be referred to the Financial Services Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: **0845 080 1800**

Home emergency

Cover under this section is insured by Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill RH1 1PR, Registered number: FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK. The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is: 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by phoning their Consumer Helpline on 0845 606 1234 (local call rates) or by visiting their website: www.fsa.gov.uk

Your schedule will show if this section has been chosen. To make a claim please ring the **Home** emergency helpline on **0870 366 2111**. Homeserve Claims Management Ltd provides the services and benefits described in this section during the period of insurance for which you have paid the premium.

Definitions applying to this section only:

Insured/You/Your

The **Policyholder** and/or any member of the **Policyholder's family** normally living at the **Home**.

Inter Partner Assistance/We/Us/Our

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group located at:

The Quadrangle,
106–118 Station Road, Redhill,
Surrey RH1 1PR

Policyholder

The first applicant named on the application form.

Period of Insurance

From the Commencement date (the date the **Policyholder's** application is accepted) to the end of that calendar year provided the premium has been paid and **We** have accepted it and each successive calendar year for which the premium is paid and is accepted by **Us**.

Home emergency continued

Commencement date

The start of the **Period of Insurance**. In the first year this insurance will take effect three days after the Commencement date.

Home

The main permanent place of residence of the **Insured** including private dwelling, garage and outbuildings used for domestic purposes (including incidental use for professional purposes) in the United Kingdom.

Property

Buildings, fixtures and fittings and contents that are the responsibility of the **Insured** and are kept or contained at the **Home**.

United Kingdom/UK

The mainland of England, Scotland and Wales.

Incident

A sudden and unexpected event causing damage to the **Property**, or likely to cause damage to the **Property** in the immediate future. This definition shall include damage to or breakdown of the **Essential Services** to the **Home** and/or permanent and irreplaceable loss of all keys required to gain access to the **Home**, but not **Outbuildings**.

Emergency

The result of an **Incident** which immediately:

- 1 exposes the **Insured** to a risk to their health or;
- 2 creates a risk of loss of or damage to any **Property** of the **Insured** or;
- 3 renders the **Property** uninhabitable.

Essential Services

Mains drainage (but only as far as the boundary of the **Home**) water, electricity, and gas within the **Property**, and the main source of heating but only where no alternative exists and the service is immediately necessary to prevent an **Emergency**.

Emergency Repairs

Work undertaken by an **Approved Contractor** to resolve or eliminate an **Emergency** by completing a **Temporary Repair**.

The costs of **Emergency Repairs** shall include the **Approved Contractor's** call out charge, labour charges and repair materials up to the limits of cover. A **Permanent Repair** will be made if it can be completed at a similar expense.

Home emergency continued

Approved Contractor

A contractor and/or tradesperson authorised by **Inter Partner Assistance** to carry out repairs.

Temporary Repair

A repair which will resolve an **Emergency** but will need to be replaced by a **Permanent Repair**.

Permanent Repair

Repairs and/or necessary work required to put right the damage caused to the **Home** by the **Incident**.

Vermin

Brown or black rats, house or field mice, wasps' and hornets' nests.

Home emergency continued

What is covered

- 1 In the event of an **Emergency** We will pay **Emergency Repairs** up to £250 including call out charges, parts, materials and VAT.
Or
- 2 In the event of the failure of **Essential Services** We will pay **Emergency Repairs** up to £250 including for call out, labour, parts, materials and VAT.
Or
- 3 In the event of the **Home** becoming uninhabitable and remaining so overnight, **We** shall with **Our** prior agreement pay up to £100 (including VAT) in total for:
 - The **Insured's** overnight accommodation and/or;
 - Transport to such overnight accommodation.

What is not covered

- 1 Loss or damage arising from circumstances known to **You** prior to the start date of this insurance.
- 2 Cost of replacement boilers, cylinders, tanks, radiators and sanitary ware and or the cost of parts due to natural wear and tear.
- 3 Breakdown or loss of or damage to domestic appliances, like freezers, washing machines microwaves and dishwashers, or other mechanical equipment such as Saniflow toilets.
- 4 Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned.
- 5 Any cost relating to the attempted repair by **You** or **Your** own contractor.
- 6 Any loss or damage arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **Property**, faulty workmanship, or use of defective materials, or river or coastal erosion.
- 7 Any loss where **You** did not contact **Us** to arrange for **Emergency Repairs**.

Home emergency continued

What is covered

Emergency Incidents that will be covered are:

- 1 **Vermin** such as rats, mice or wasps' nests inside the **Home**.
- 2 Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
- 3 Blockages in toilet waste pipes where there is only one toilet in the **Home**.
- 4 Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators.
- 5 Central heating or boiler failure.
- 6 Gas or electricity failure within the **Home**.
- 7 Loss of all keys required to access the **Home**.
- 8 Broken or damaged windows that require repair, in these cases the **Approved Contractor** will complete an **Emergency Repair** only ie board up, make safe/secure.

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair. There also may be occasions where parts are no longer available. In these situations **We** will ensure **Your Home** is safe and if required, the **Approved Contractor** will provide **You** with a quotation for a suitable repair.

What is not covered

Emergency incidents that are NOT covered by **Home Emergency** are:

- 1 Leaking taps that need re-washing.
- 2 Loss of keys for **Outbuildings**, garages, sheds, etc.
- 3 Personal items, like paintings, electrical goods, jewellery, clothing, etc.
- 4 Any **Emergency** in a **Home** that has been **Unoccupied** for more than 60 consecutive days.
- 5 The cost of repairs to any underground supply pipe.
- 6 **Vermin** outside the main dwelling.
- 7 Boilers that are not subject to an annual maintenance or service contract or that are over 15 years old.

Note: We will be prepared to offer advice in these circumstances but will not be responsible for any costs.

Home emergency continued

Special Condition

- 1 Inter Partner Assistance** can recover any payment made under this insurance to anyone else at **Our** own expense and for **Our** benefit and **Inter Partner Assistance** can do this in **Your** name.
- If **You** make a claim under this **Policy** and **You** could have made a claim under another insurance **Policy** or maintenance contract for the same loss or damage or expenses, then **Inter Partner Assistance** at **Our** discretion will only pay **Our** share of the costs.
- Your Policy** number must be quoted when calling for assistance and **Your Policy** certificate produced on the demand of the **Approved Contractor** or other nominated agent of **Inter Partner Assistance**.
- This insurance agreement cannot be modified except in writing and must be agreed and signed by the Insured and **Inter Partner Assistance**.

Special Exclusions

Home Emergency does not cover **You** for any loss, damage or legal liability arising directly or indirectly from the failure or inability of any equipment or computer program to correctly recognise, process or interpret any date as its true calendar date or to continue to function correctly beyond that date.

Data Protection

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

Home emergency continued

Inter Partner Assistance's Service Pledge

We wish to provide **You** with a high standard of service. Very occasionally **We** receive complaints which are investigated at once and every effort is made to resolve them to **Your** satisfaction.

If **You** feel that the matter has not been given adequate consideration, **You** should write to the Homeserve Claims Management General Manager of Inter Partner Assistance UK, who will ensure that the complaint is properly assessed. The address to write to is: Caxton Road, Fulwood Park, Fulwood PR2 9NZ.

In the unlikely event that **You** are still not satisfied, **You** can seek assistance from the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (tel: 0845 080 1800).

Insurance Companies (Third Insurance Directives) Regulations 1994. **We** are pleased to inform **You** of how **Inter Partner Assistance** meets its obligations under this legislation which applies to all contracts where the **Insured** is an individual.

Policy helplines

Household Claims

0870 556 1161

Description

In the event of **You** needing to make a claim, call this number which is open 24 hours a day. The **Insurer** will take all the details and if appropriate, give **You** the telephone number and location of **Your** recommended repairer and inform **You** of any further action **You** may need to take. The **Insurer** is committed to dealing with each claim quickly and effectively.

Customer Service Line

0870 906 2999

Description

The Customer Service Team is available to help **You** with any questions **You** may have regarding **Your Policy**. Open from 8am–9pm Monday to Friday, 9am–6pm on Saturday and 10am–2pm on Sunday.

Domestic Helpline

0870 366 2111

Description

The 24 hour Domestic Helpline provides assistance on a wide range of household problems – blocked drains, burst pipes, electrical faults and even pest control. **You** will remain responsible for the tradesperson's charge and callout fee. If **You** have chosen Home Emergency cover, please check to see if cover is provided under that section before ringing the Domestic Helpline.

Legal Helpline

0870 850 9081

Description

The Legal Helpline is available 24 hours a day to give advice on any private legal matter. The service is completely confidential and any advice provided can be confirmed in writing. The Legal Helpline is provided on **Our** behalf by Irwin Mitchell Solicitors or their agents authorised by **Us**.

AXA Insurance UK plc

This policy is underwritten by AXA Insurance UK plc which is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on **0845 606 1234**.

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