esure
ADVANTAGE

Home Emergency and Optional Extras



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1. Home emergency

We agree to provide home emergency cover subject to the terms, conditions and exclusions as set out in this section.

While esure includes home emergency cover within our Advantage home policies, claims are managed by AXA Assistance (UK) Limited and it's underwritten by Inter Partner Assistance S.A.

Inter Partner Assistance S.A. is incorporated in France as a "société anonyme" and registered at Nanterre commercial registry with registered number 316 139 500 RCS Nanterre. The head office address is 8-10 rue Paul Vaillant Couturier 92240 Malakoff, France. Inter Partner Assistance S.A. UK Branch is registered in England and Wales with registered number BR000947 and with registered address at 106-118 Station Road, Redhill, RH1 1PR. The liability of the company's members is limited.

Inter Partner Assistance S.A. is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Authorised by the Prudential Regulation Authority (firm reference number 1035181). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Inter Partner Assistance S.A. is part of the AXA Group.

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

You may check all the above details on the Financial Conduct Authority's register by visiting : **register.fca.org.uk**

Your policy is designed to provide assistance in the event of home emergencies which affect the safety and security of your property, make it unfit to live in (uninhabitable), or cause a risk to the physical health and/or safety of you or your family. It's not designed to replace your Buildings and Contents insurance and won't provide assistance for normal day-to-day home maintenance.

An emergency is defined in the 'Key words and terms' section, and the cover that you have is detailed in the 'Your cover' section.

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1.a Key words and terms

Below are the meanings of certain words when they're used in this policy wording or your schedule.

Authorised contractor: A tradesperson authorised by us to assess your claim and carry out repairs in your home under this policy and acting on our behalf.

Beyond economical repair: As assessed by our authorised contractor, a boiler/heating and hot water system for which the total cost of parts required to repair (including VAT) would be higher than 85% of the manufacturer's current retail price for either:

- The same or equivalent model of your boiler if bought brand new; or if not available
- A new boiler of same or similar make, model and output (power).

For this calculation, the average current retail price of parts required to complete the repair is based on the cost to get such parts through our specialised UK suppliers.
We'll also consider your boiler to be beyond economical repair if the parts needed to repair are no longer available.

Emergency: A sudden event that wasn't expected by you or your family affecting your home, and which needs immediate action to either:

- Make your home safe, secure and/or fit to live in;
- Prevent any risk to your or your family's physical health; or
- Avoid new or more damage to your home and/or belongings.

Emergency repairs: The assistance required to stop the immediate emergency from escalating and causing further damage, making your home unsafe to live in or causing a risk to you or your family's physical health and safety.
This will be either:

- Providing a temporary repair to stop the immediate emergency and make your home safe to live in again for you and your family, which you'll need to replace with a permanent repair at your cost when possible, or
- If possible, at the same time and cost, or where not possible to provide a temporary repair only given the circumstances of your emergency, the provision of a permanent repair, such as replacing a section of pipe for a plumbing emergency.

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Home: The private house or flat shown as your address on the policy schedule, including any integral (built-in) garages and conservatories attached to the main building which are solely used for domestic purposes and located in the United Kingdom. There's no cover for detached garages, sheds, greenhouses or other outbuildings not attached to the main building, or any issues in the land located within the boundary of your property (such as a garden or driveway).

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

Reimbursement: We'll refund your contractor up to your level of cover including VAT less any excess payable, as shown on your schedule. This is applicable with our prior agreement in certain circumstances where we may find it difficult to deploy an authorised contractor to attend your home or deal with your emergency within a reasonable timescale such as excessive demand; bad weather; industrial action; parts availability or availability of a specialist.
Also, this could occur in the event of a claim for temporary accommodation after an emergency, after you arrange and pay for this yourself.

Reinstating: Following an emergency, returning your home to the state it was in previously before it occurred, such as changing a damaged carpet.
If we're required to break down part of your home (such as a wall, ceiling or floor) to trace and access the source of the emergency, reinstatement would include conducting and paying for repairs to such damage, for example rebuilding part of a ceiling or floor.

Temporary repair: Repairs or work immediately required to stop further damage being caused by the emergency and ensure you can use your home. These may not be long-term so you'll need to replace this with a permanent repair when possible, at your own expense.

Trace and access: Identifying and locating the source of the emergency in your property (also known as "tracing") and subsequently gaining the necessary access to the source, to perform the emergency assistance (also known as "accessing").

For example, a water leak from your ceiling may come from pipes above the ceiling itself; in this case, it's necessary to break down part of the ceiling to trace the leak and access it to isolate or repair the leaking pipe.

United Kingdom: Great Britain and Northern Ireland.

We/Us/Our: Inter Partner Assistance S.A. and AXA Assistance (UK) Limited acting on its our behalf.

You/Your: You, the policyholder, and/or any member of your family permanently living at your home.

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1.b General exclusions

There are some exclusions that relate to your home emergency policy which affect our ability to pay your claim. Please read them carefully.

In brief	In more detail
Aggressive behaviour	If you're aggressive or abusive towards our authorised contractors or staff or impede or prevent access to your home at reasonable times to complete the repair.
Asbestos	Any boiler inspections or any emergency repairs where asbestos may be disturbed, or where it needs to be removed.
Avoidable damage	Defects, damage or failure caused by you or your contractor's malicious or wilful action, misuse or negligence or third party interference, including attempted repairs or modifications which don't meet recognised industry standards at the time work was carried out.
Buildings and contents	Loss or damage to your home and/or any of your belongings of any kind, including precious items, as a result of the emergency. You may be able to claim some of these costs back from your home insurance provider or other insurance policies you hold, however we can't advise on this or assist you in making a claim.
Coverage elsewhere	Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

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In brief	In more detail
Exceptional circumstances	Loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
Faulty products &/or installations	Any system, equipment or facility (including the plumbing, heating or electrical system, or any household appliance in the home) which has not been installed properly, or which is faulty or inadequate due to manufacturing or design faults, and any emergency, loss or damage caused by these.
Fraud, misrepresentation and non-disclosure	You must take reasonable care to ensure that all the information you supply or confirm is accurate and not misleading, and if any of the information about you or your property changes, you must let us know immediately. If you deliberately or recklessly provide inaccurate information, or misrepresent any answers to questions, in relation to your policy or when you make a claim, this could lead to your policy being cancelled or voided (treated as never having existed) and any claims rejected or reduced. We can also retain the premiums you've paid, recover any outstanding premiums and any payments made on previous claims and cancel all other policies and products you have with us. If you, or anyone acting for you, makes a claim in a fraudulent, false or exaggerated way we'll tell the police if we suspect fraud.

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In brief	In more detail
Health and safety	Where health and safety regulations, or a risk assessment that has been carried out, prevents our authorised contractors being able to attend to the emergency or carry out work in your home.
Indirect losses	Any cost incurred as a result of an emergency but not directly related to us providing emergency assistance. For example, loss of earnings due to the emergency in the home.
Known emergencies	Loss or damage arising from emergencies which were known to you before the start date of this policy.
Previous remedial requirements	If you've been advised of required remedial work which you can't prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority. This includes your local water authority, utility company or boiler manufacturer.
Sanctions	If progressing the claim would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
Self-authorised repairs	We won't pay for repairs, parts or services unless we've been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we've approved a contractor in advance.
Structural problems	Any loss or damage arising from structural problems as a result of any form of subsidence, landslip, heave, bedding down of new structures, demolition, alterations to your home or the use of defective products.

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In brief	In more detail
Trace and Access	Cost of trace and access to locate the source of the emergency, and any damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.
Unoccupancy	Any emergency in your home if you haven't lived in it for more than 30 consecutive days. By lived in we mean staying in and sleeping overnight for at least 3 days in a row every week. Visits to check on your home don't constitute occupancy.
Utility company failure	Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company.
Wear and tear	This insurance doesn't cover normal day-to-day maintenance at your home that you should carry out, nor does it pay for replacing items that wear out over a period of time.

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1.c How to make a claim

Are you having a home emergency involving your plumbing, drainage, security (ie glazing and locks), boiler or heating system?

To make a claim please call the helpline on **0345 601 7624**. This line is available 24-hours a day 7 days a week.

Our specialists will tell you immediately of any action you may need to take to prevent further damage or protect you and your family, then arrange emergency assistance as detailed below.

Please have as much information to hand as possible, particularly the policyholder's name, address and postcode, your policy number so we can help as quickly as possible.

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

What you need to do

In brief	In more detail
Arrange a permanent repair	Arrange for a qualified tradesperson to visit after we've carried out a temporary repair to contain the emergency.
Contact us	Get in touch as soon as possible to prevent further damage. We'll register your claim details and let you know the next steps.
Contacting us on your behalf	Ensure that anyone calling on your behalf has your authority to do so.
Co-operate	Provide anything we reasonably need to solve your home emergency, like property access, supporting documentation, and fully itemised invoices and receipts.
Submit receipts and invoices for reimbursement	Send us your proof of costs within 6 months of the date we agreed to cover your claim to help us reimburse (refund) you.

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In brief	In more detail
Immediate support	When you call we'll be able to help you to protect yourself and your home immediately.
Arrange a contractor	We'll arrange for an authorised contractor to get in touch with you to make an appointment, or we'll settle your claim on a reimbursement (refund) basis.
Get the necessary parts to fix your home emergency	If our engineer doesn't carry the spare parts needed on their visit, we'll do all we reasonably can to find and install parts from our approved suppliers. We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties. We may not replace parts on a like-for-like basis but will provide an alternative suitable for containing the emergency. If replacement parts are delayed because of circumstances beyond our control, we'll keep you informed about when we do expect them to be available. If parts are no longer available, we'll ensure your home is safe and if required, we'll arrange for you to receive a quotation for a suitable replacement item at your cost.

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Give approval for you to arrange your own contractor to resolve your home emergency	We'll grant approval up to your level of cover, including VAT, as shown on your schedule. This requires prior agreement in certain circumstances where we may find it difficult to send you an authorised contractor to attend your home or deal with your emergency within a reasonable timescale such as excessive demand; bad weather; parts availability or availability of a specialist. We'll need to see a fully itemised invoice or receipt from your own contractor, If a new boiler or heating system is installed, you'll also need to provide the make, model, serial number and Gas Council number.
Leave your home safe and habitable	We'll fix your emergency but we won't be responsible for reinstating your home to its original condition.
Manage your claim	Along with our authorised contractors, we'll keep you updated on progress throughout your claim journey.
Pay a contribution to the cost of temporary accommodation (including your pets)	We'll pay up to the amount specified in the schedule, including VAT, if your home becomes uninhabitable and remains so due to your emergency. This includes cover for your pets, and transport. It will be local to your home and paid as a refund to you .when you provide a fully itemised invoice and receipt.
Pay your claim	We'll pay up to the amount specified in the schedule, including VAT, call out, labour, parts and materials to carry out an emergency repair. If it costs more than this amount, we'll require you to contribute the difference. If we approve for you to arrange your own repair, the amount we pay would be reduced by costs already reasonably incurred by our authorised contractor for the initial visit.

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How we settle your claim

If	We can choose to
there's other insurance cover in place	pay for our share of the claim only.
we think someone else is at fault for a claim that we pay	follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make.

The most we'll pay

For	Will be
Home emergency claims	Up to the cover shown in your schedule.
Temporary accommodation, if your home becomes uninhabitable	up to the cover shown in your schedule.

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Please refer to the cancellation section of the main home policy wording for information on how you can cancel your Home Emergency policy.

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1.e If you want to complain

We'll always aim to do our best. However, there may be times when you're not happy with our services.

If you have a complaint about a claim or our service, you can write to our Customer Relations Manager at:

- Customer Relations – Home Emergency
- Inter Partner Assistance S.A.
- 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Alternatively, you can phone us on **01737 815 913**, or email **homeemergencycomplaints@axa-assistance.co.uk.**

We'll deal with your dissatisfaction as soon as we can and try to reach a resolution.

If you're still unhappy with the resolution, or on the rare occasion a final decision letter hasn't been sent to you within 8 weeks, you can approach the Financial Ombudsman Service. This is an independent body that have been set up to resolve disputes between customers and financial companies, including insurers.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge, within 6 months of the date of our final decision letter.

If you don't refer your complaint in time, the Ombudsman won't have our permission to consider your complaint and so will only be able to do so in very limited circumstances; for example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Its website has a great deal of useful information:
financial-ombudsman.org.uk

Contact for the Financial Ombudsman Service:
Tel: **0300 1239 123** or **0800 0234 567**
Email: **complaint.info@financial-ombudsman.org.uk**
Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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FSCS

We're a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100.**

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1.f Your home emergency cover

> It's important that you read your schedule, the general exclusions that relate to your home emergency cover and the information on making a claim.

Your home emergency policy provides the following cover for the causes below, up to the limit of cover shown on your schedule:

Covered for	But not
Boiler and heating system	
Total failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating in your whole property, including: • A loss of water pressure within a boiler due to a fault; • A water leak from the boiler/heating system. • A boiler that's overheating and can't be switched off, creating a safety issue. • A boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.	• Commercial boilers or heating systems with an output of over 60kW; • Any heating system which isn't wholly situated within your home or is shared with neighbouring dwellings; • Boilers over 15 years old; • Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation; • Thermostatic valves; • Any damage to instant boiling taps and systems; • Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device; • Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame; • Any costs for the repair of your primary heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty; • Boilers which are still working, but you suspect may be about to break down (eg where a noise has developed) or where the fault isn't apparent to our authorised contractor;

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Covered for	But not
	• Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system; • Repair or replacement of boilers that have been declared as beyond economical repair by our authorised contractors; • Any fault arising due to scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water eg if you reside in a hard water area (as per the local water authority); • Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders; • Repair to, or replacement of, gas appliances such as cookers; • Loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which hasn't been properly maintained in accordance with manufacturers' instructions. It's your responsibility to check the requirements for your specific appliance; • Repair or replacement of the flue due to wear and tear; • Any adaptations made to the property which don't comply with the regulations applicable at the time; • Any damage caused directly or indirectly by smart home devices.
Drainage An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak inside the home.	• Drains that are the responsibility of the local water authority (even if they're within the boundaries of the home); • Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;

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Covered for	But not
• Blocked sinks, blocked or leaking waste pipes and rainwater drains; • Blocked bath, toilets or external drainage; • Blocked or leaking soil vent pipes, provided you're solely responsible for this.	• Regularly cleaning your drains and any descaling of your drains; • Removing, replacing or repairing any part of the drain which is damaged but doesn't result in the total blockage of the drain; • Issues with drains used for commercial purposes; • Access to drain systems points of entry (such as manhole covers) if these have been built over; • Drain clearance due to installation faults or misuse of drains such as flushing baby wipes, grease or cooking oil; • Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home, otherwise known as trace and access.

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Covered for	But not
Internal plumbing	
An emergency relating to any of: • A leak from any of your toilet; • The pipes leading to and from the shower or bath; • The internal section of the overflow pipe; • The central heating water pipes; • The internal hot and cold water pipes between the main internal stopcock and the internal taps; • The cold water storage tank; Impact damage to, or mechanical failure of, a toilet bowl or cistern which results in complete loss of function of the only, or of all, toilets in your home;	• Any dripping tap/nozzle or other part of the plumbing or drainage system where the water is safely escaping down a drain; • Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks, shower trays and basins; • Burst or leaking flexible hoses, which can be isolated; • Septic tanks, swimming pools and hot tubs; • Repair to, or replacement of, all pipe work outside the home; • Dealing with temporarily frozen pipes; • Repair to your toilet where there's another working toilet within your home; • Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home, otherwise known as trace and access. • Breakdown, loss of or damage to saniflow or other mechanical toilets (also known as macerators)

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Covered for	But not
Security	
An emergency relating to windows, external doors, locks or keys which creates an immediate risk to the physical health and safety of you or a third party, or leaves your home unsecure. For windows: • We'll undertake an emergency repair using boarding or similar material to resolve the immediate security risk. For keys and locks: • We'll gain access to your home or secure it through an external door where you have no alternative due to failure of the external locking mechanism to the door.	• Fences, outbuildings and detached garages. • Damage to windows, doors or locks not located within your home, ie on outbuildings, garages and sheds. • Double glazing where one pane is broken but the other is intact and the home is therefore secure. • Replacing and installing locks and keys. • Locks which are broken or damaged if the property is still secure or can still be secured. • Issues with doors, windows or locks that are internal to the property (ie not facing outwards.
Temporary heating	
If you have no heating and a part needs to be ordered following the engineer's first visit, or if we're unable to repair the boiler/heating system, you have the option to either purchase heaters up to a value of £50 including VAT on a reimbursement (refund) basis, or we can deliver two heaters to your home. These heaters are yours to keep.	

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1.g Privacy and data protection notice

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

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

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your home emergency, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- obtaining and storing any relevant and appropriate photographic evidence of the condition of your property which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

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We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

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

You're entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance S.A. or AXA Assistance (UK) Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, UK
Email: **dataprotectionenquiries@axa-assistance.co.uk**

Our full data privacy notice is available at:
www.axa-assistance.co.uk alternatively, a hard copy is available from us on request. Please contact us in writing or by phone if you'd like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

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2. Family Legal Protection Optional Extra

This section of Your policy applies if You have chosen this cover and this is shown in Your policy schedule. We agree to provide Family Legal Protection insurance in return for payment of the premium and subject to the terms and conditions, exclusions and inclusions set out in this section.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Specialty Limited, on whose behalf We act.

If We accept Your claim, We will appoint an Adviser from Our panel to handle Your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a Conflict of Interest arises. Where it is necessary to start court proceedings or a Conflict of Interest arises the most We will pay in Advisers' Costs is no more than the amount We would have paid to a legal representative from Our panel. This amount is currently £100 per hour (the rate may vary from time to time).

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

a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits and
b) The Legal Action takes place within the Territorial Limits.

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

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2.a How to make a claim

As soon as You have a legal problem that You may require assistance with under this insurance You should telephone the Legal Helpline.

Specialist lawyers are at hand to help You. If You need a lawyer or accountant to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting http://claims.arclegal.co.uk. Alternatively they will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

In general terms, You are required to immediately notify Us of any potential claim or circumstances which may give rise to a claim. If You are in doubt whether a matter constitutes a modifiable claim or circumstance, contact the Legal Helpline.

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Conditions

Claims

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

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Prospects of success

At any time We may, but only when supported by independent legal advice, form the view that You do not have a more than 51% or greater chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support. Examples of a positive outcome are:

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

Proportionality

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

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between You and Us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, We:

a. will not be liable to pay the fraudulent claim
b. may recover any sums paid to You in respect of the fraudulent claim
c. may cancel this legal expenses policy with effect from the fraudulent act and keep all premiums paid to Us
d. will no longer be liable to You in any regard after the fraudulent act.

Other insurances

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

English Law and Language

This contract is governed by English Law and the language for contractual terms and communications will be English.

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Change in Law

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

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2.b Definitions

Below are the meanings of certain words when they're used in this policy wording or your schedule.

Adviser: Our specialist panel solicitors or accountants or their agents appointed by Us to act for You, or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You.

Advisers' Costs: Legal or accountancy fees and disbursements incurred by the Adviser.

Adverse Costs: Third party legal costs awarded against You which shall be paid on the Standard Basis of Assessment provided that these costs arise after written acceptance of a claim.

Conditional Fee Agreement: An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.

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

Contract of Employment: A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Costs: Standard Advisers' Costs and Adverse Costs

Data Controller: The party which determines the purpose for, and the manner, which personal data are, or are to be, processed.

Data Protection Legislation: The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event.

Employee: An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment.

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Excess: The amount that You must pay towards the cost of any claim as stated below:

- Employment Disputes: £250
- Property Infringement and Property Damage: £250
- All other sections: £Nil

The Excess shall be paid to and at the request of the Adviser.

HM Revenue and Customs Full Enquiry: An extensive examination by HM Revenue and Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.

Insured Event: The event of the first of a series of events which may lead to a claim under this insurance. Only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time

In criminal cases, the date You began, or are alleged to have begun, to break the law.

In a claim arising from an HM Revenue and Customs Full Enquiry, the Insured Event shall be deemed to be the date HM Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non- business affairs

Insurer: AmTrust Specialty Limited

Legal Action(s):

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance; or
- The defence of criminal prosecutions to do with Your employment.

Legal Helpline: The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable: The Maximum Amount Payable in respect of an Insured Incident is stated below:

- Employment disputes section: £10,000
- All other sections: £50,000

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Period of Insurance: The Period of Insurance declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Standard Advisers' Costs: The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits: For Contract Pursuit, Contract Defence and Personal Injury: The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other sections: United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our: Arc Legal Assistance Limited.

You/Your/Yourself: Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to us by your insurance adviser and is permanently resident at the property covered under the home insurance to which this cover attaches. Cover also applies to your family members' resident with you. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of your death.

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2.c Conditions and exclusions

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets Your needs.

What's covered	What's not covered
Employment Disputes Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an Employee of Your Contract of Employment.	Claims a. For Standard Advisers' Costs of any disciplinary, investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement b. Relating to personal injury. Please note that a £250 excess applies to this section of the wording.

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What's covered	What's not covered
Contract Disputes Costs for a Legal Action following a breach of a contract You have for buying or renting in goods or services for Your private use or selling Your personal goods. The contract must have been made after You first purchased this insurance and the amount in dispute must be more than £250 (including VAT).	Claims a. Where the breach of contract occurred before You purchased this insurance b. Involving a vehicle owned by You or which You are legally responsible for c. Relating to a lease tenancy or licence to use property or land other than a dispute with a professional adviser in connection with these matters d. Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim (We will negotiate if Your insurer refuses Your claim, but not for a dispute about the amount of the claim) or the way a claim should be settled e. Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You f. Directly or indirectly arising from constructing buildings or altering their structure for Your use, except in relation to disputes where the amount in dispute is below £5000 including VAT.

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What's covered	What's not covered
Personal injury Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible. If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.	Claims a. Arising from a road traffic accident where You were driving a motor vehicle b. Arising from medical or clinical treatment, advice, assistance or care c. For stress, psychological or emotional injury unless it arises from You suffering physical injury d. For illness, personal injury or death caused gradually and not caused by a specific sudden event e. Any claim in relation to an illness, bodily injury or death caused gradually and not caused by a specific sudden accident or caused in a road traffic accident where You were driving a motor vehicle f. To defend Your legal rights but We will cover defence of a counter-claim.

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Property Infringement Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.	Claims a. In respect of works undertaken by or under the order of any government or public or local authority b. For adverse possession c. In respect of a contract You have entered into d. Directly or indirectly arising from planning law e. Directly or indirectly from constructing buildings or altering their structure for Your use f. Directly or indirectly arising from: i. Subsidence ii. Heave iii. Landslip iv. Mining or quarrying Please note that a £250 excess applies to this section of the wording.
Property Damage Costs to pursue a Legal Action for damage against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You purchased this insurance.	Claims a. In respect of works undertaken by or under the order of any government or public or local authority b. in respect of a contract You have entered into c. Directly or indirectly arising from planning law d. Directly or indirectly from constructing buildings or altering their structure for Your use e. Directly or indirectly arising from: i. Subsidence ii. Heave iii. Landslip iv. Mining or quarrying Please note that a £250 excess applies to this section of the wording.

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What's covered	What's not covered
Property Sale and Purchase Costs to pursue or defend a Legal Action arising from a breach of a contract for the sale or purchase of Your main home.	Claims a. Where You have purchased this insurance after the date You completed the sale or purchase of Your main home b. Where the amount in dispute is below £250 plus VAT c. Directly or indirectly arising from planning law d. Directly or indirectly arising from constructing buildings or altering their structure for Your use.
Tax Standard Advisers Costs incurred by an accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your self-assessment tax return other than those enquiries limited to one or more specific areas.	Claims a. Where You are self-employed, a sole trader or in a business partnership b. Any case dealt with by Special Civil Investigations Office, or any other special office of HMRC.
School Admission Disputes Standard Advisers' Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy which leads to Your child or children being refused entry at the state school of Your choice.	Claims a. Arising where examinations or other selection criteria are part of the acceptance process b. Where the process for appealing against the decision to refuse a place at the school has not been adhered to c. Where the child has been suspended, expelled or permanently excluded from another school.

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What's covered	What's not covered
Legal defence Costs in a Legal Action to defend Your legal rights in the following circumstances: a) In a prosecution brought against You in a court of criminal jurisdiction arising out of Your work as an Employee b) as a Data Controller for compensation under Data Protection Legislation c) In civil proceedings brought against You under legislation for unlawful discrimination arising out of Your work as an Employee	Claims a. Connected with the use or driving of a motor vehicle; b. For Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy c. Following an allegation of violence or dishonesty d. For Standard Advisers' Costs incurred in excess of any costs You are able to recover under a Defendants Costs Order.

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What's covered	What's not covered
Jury service and court attendance a) Your absence from work to attend any court or tribunal at the request of the Adviser, or to attend jury service. The maximum We will pay is Your net salary or wages (less any amount You receive from the court) for the duration You are off work while attending jury service, court, or tribunal. b) We will pay the fees of a registered childminder while You are attending jury service, up to a maximum of eight hours per day.	Any claim if You are unable to prove Your loss.

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2.d General exclusions

There are some exclusions that relate to your pest policy which affect our ability to pay your claim. Please read them carefully.

1. There is no cover where:

a. You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
b. An estimate of Advisers' Costs of acting for You is more than the amount in dispute
c. Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval.

2. There is no cover for:

a. Claims over loss or damage where that loss or damage is insured under any other insurance
b. Claims made by or against Your insurance adviser, the Insurer, the Adviser or Us
c. Any claim You make which is false or fraudulent or exaggerated
d. Defending Legal Actions arising from anything You did deliberately or recklessly
e. Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims.

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

a. War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
b. Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
c. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
d. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component
e. A dispute between You and someone You live with or have lived with
f. Your business, trade or profession other than as an Employee
g. An application for a judicial review
h. Defending or pursuing new areas of law or test cases.

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4. Contracts (Rights of Third Parties) Act 1999

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

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2.e Cancelling your cover

Please refer to the cancellation section of the Home policy booklet on how You can cancel Your Family Legal Protection policy.

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2.f If you want to complain

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right straightaway. If You are unhappy with the service that has been provided, You should contact Us at the address below.

We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when you will receive a final response. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are unhappy with the delay, you may refer your complaint to the Financial Ombudsman Service. This is an independent body that have been set up to resolve disputes between customers and financial customers including Insurers .You can also refer to the Financial Ombudsman Service if you cannot settle your r complaint with us or before we have investigated the complaint if both parties agree.

Our contact details are:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: **08000 234 567**
Website - **www.financial-ombudsman.org.uk**
Email: **complaint.info@financial-ombudsman.org.uk**

Compensation
We are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our responsibilities under this policy, You may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

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Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website: **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**.

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2.g Privacy and data protection notice

(For the purpose of this Privacy and Data Protection Notice only, 'We' means Arc Legal Assistance and the Insurer)

1. Data Protection

We will keep Your personal information safe and private. There are laws that protect Your privacy and We follow them carefully. Under the laws, AmTrust Specialty Limited is the company responsible for handling Your information (Data Controller). Here is a simple explanation of how We use Your personal information. For more information visit AmTrust's website at www.amtrustinternational.com or Arc's website at www.arclegal.co.uk

2. What we do with your personal information

We might need to use the information We have about You for different reasons.

- For example, We might need it:
- to run through Our computerised system to decide if We can offer You this insurance.
- to help You if You have any queries or want to make a claim.
- to give You information, products or services if You ask Us to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact You to ask if You want to renew it.
- to protect both You and Us against fraud and money laundering.
- to comply with the law and any regulations that apply.

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There are some types of personal information that are extremely private/ sensitive and important such as information about Your health or any criminal convictions You might have. We might need this kind of information to decide if We can offer You this insurance or to help You with a claim. We will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share Your information with other companies or people who provide a service to Us, or to You on Our behalf. They include companies that are part of Our group, people We work with, insurance brokers, Our agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else We might need to share it with by law. We will only share Your information with them if We need to and if it is allowed by law.

Sometimes We might need to send Your information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. We make sure that Your information is always kept safely and treated in line with the law and this notice.

You can tell Us if You do not want us to use Your information for marketing. You can also ask Us to give You the information We have about You and, if there are any mistakes or updates, You can ask Us to correct them. You can also ask Us to delete Your information (although there are somethings We cannot delete). You can also ask Us to give Your information to someone else involved in Your insurance. If You think We did something wrong with your information, You can complain to the local data protection authority.

We will not keep Your information longer than We need to. We will usually keep it for 10 years after Your insurance ends unless We have to keep it longer for other business or regulatory reasons.

If You have any questions about how We use Your information, You can contact Our Data Protection Officer. You can find their contact details on Our website (www.amtrustinternational.com).

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3. Pest Optional Extra

If you've chosen to add this pest optional extra. We agree to provide pest insurance in return for payment of the premium and subject to the terms, conditions and exclusions as set out in this section.

While esure offers the pest extra with our home policies, claims are managed by AXA Assistance (UK) Limited and it's underwritten by Inter Partner Assistance S.A..

Inter Partner Assistance S.A. is incorporated in France as a "société anonyme" and registered at Nanterre commercial registry with registered number 316 139 500 RCS Nanterre. The head office address is 8-10 rue Paul Vaillant Couturier 92240 Malakoff, France. Inter Partner Assistance S.A. UK Branch is registered in England and Wales with registered number BR000947 and with registered address at 106-118 Station Road, Redhill, RH1 1PR. The liability of the company's members is limited.

Inter Partner Assistance S.A. is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Authorised by the Prudential Regulation Authority (firm reference number 1035181). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Inter Partner Assistance S.A. is part of the AXA Group.

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

You may check all the above details on the Financial Conduct Authority's register by visiting **register.fca.org.uk**.

Your policy is designed to provide assistance from our authorised contractors in the event of a pest emergency in your home caused by rats, mice, grey squirrels, bed bugs and wasp or hornet nests.

The cover that you have is detailed in the 'Your cover' section.

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3.a Key words and terms

Below are the meanings of certain words when they're used in this policy wording or your schedule.

Authorised contractor: A tradesperson authorised by us to assess your claim and carry out repairs in your home under this policy and acting on our behalf.

Pest emergency: A sudden and unforeseen infestation of your home caused by pests that, if not dealt with quickly, may:

- Cause risk to your health; or
- Damage to your home; or
- Make the home uninhabitable.

Home: The private house or flat shown as your address on the policy schedule, including any integral (built-in) garages and conservatories attached to the main building which are solely used for domestic purposes and located in the United Kingdom. There's no cover for detached garages, sheds, greenhouses or other outbuildings not attached to the main building, or any issues in the land located within the boundary of your property (such as a garden or driveway).

Pest(s):

- Wasp nests
- Hornet nests
- Rats
- Mice
- Grey squirrels; or
- Bed bugs

Reimbursement: Subject to our prior agreement and on receipt of the authorised contractor's fully itemised invoice, we will pay you a contribution to the extermination which you will arrange yourself. This will be in full and final settlement of your claim.

Trace and Access: Where it's difficult to locate the source of the pest emergency in your home and needs specialist equipment or tools to locate it. In addition, it's any work that, in the opinion of our authorised contractor, is more complex than the work covered in the 'Creating access' heading. This could be digging up floors or breaking into walls.

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United Kingdom: Great Britain and Northern Ireland.

We/Us/Our: Inter Partner Assistance S.A. and AXA Assistance (UK) Limited acting on its behalf.

You/Your: You, the policyholder, and/or any member of your family permanently living at your home.

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3.b General exclusions

There are some exclusions that relate to your pest policy which affect our ability to pay your claim. Please read them carefully.

In brief	In more detail
Aggressive behaviour	If you're aggressive or abusive towards our authorised contractors or staff or impede or prevent access to your home at reasonable times to complete the repair.
Exceptional circumstances	Loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
Fraud, misrepresentation and non-disclosure	You must take reasonable care to ensure that all the information you supply or confirm is accurate and not misleading, and if any of the information about you or your property changes, you must let us know immediately. If you deliberately or recklessly provide inaccurate information, or misrepresent any answers to questions, in relation to your policy or when you make a claim, this could lead to your policy being cancelled or voided (treated as never having existed) and any claims rejected or reduced. We can also retain the premiums you've paid, recover any outstanding premiums and any payments made on previous claims and cancel all other policies and products you have with us. If you, or anyone acting for you, makes a claim in a fraudulent, false or exaggerated way we'll tell the police if we suspect fraud.

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In brief	In more detail
Health and safety	Where health and safety regulations, or a risk assessment that has been carried out, prevents our authorised contractors being able to attend to the pest emergency or carry out work in your home. For example, if it's suspected that asbestos is present and may need to be disturbed when trying to resolve the pest emergency.
Known pest emergencies	Loss or damage arising from a pest emergency which were known to you before the start date of this policy.
Other insurance	If your liability, loss or damage is also covered by any other insurance policy, we will only pay our share of the claim.
Outside the home	Detached garages, sheds, greenhouses or other outbuildings not attached to the main building, or any issues in the land located within the boundary of your property (such as a garden or driveway).
Sanctions	If progressing the claim would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
Self-authorised repairs	We won't pay for any pest emergencies where you didn't contact us to arrange control and/or extermination.
Trace and Access	The cost of trace and access, and any damage resulting from gaining necessary access to the pest emergency or reinstating the fabric of your home (but we will make sure it's habitable).

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In brief	In more detail
Unoccupancy	Any pest emergency in your home if you haven't lived in it for more than 30 consecutive days. By lived in we mean staying in and sleeping overnight for at least 3 days in a row every week. Visits to check on your home don't constitute occupancy.

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3.c How to make a claim

Do you have a pest emergency in your home caused by rats, mice, grey squirrels, bed bugs or wasp or hornet nests?

To make a claim please log it here.

Or call the helpline on **0345 601 7073**. This line is available 24 hours a day 7 days a week.
We can then arrange for an authorised contractor to get in touch to attend to your claim.

Please have as much information to hand as possible, particularly the policyholder's name, address and postcode and your policy number so we can help as quickly as possible.

What you need to do

In brief	In more detail
Contact us	Get in touch as soon as possible to prevent further damage. We'll register your claim details and let you know the next steps.
Contacting us on your behalf	Ensure that anyone calling on your behalf has your authority to do so.
Co-operate	Ensure that anyone calling on your behalf has your authority to do so.
Submit receipts and invoices for reimbursement	If we've approved for you to arrange your own contractor to solve your pest emergency, send us your proof of costs within 6 months of the date we agreed to cover your claim to help us reimburse (refund) you.

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What we'll do

In brief	In more detail
Immediate support	When you call we'll be able to help you to protect yourself and your home immediately.
Arrange a contractor	We'll arrange for an authorised contractor to get in touch with you to make an appointment to attend to your claim. If we can't get an authorised contractor to deal with your claim within a reasonable timescale (for example, due to excessive demand or industrial action) you may, with our prior agreement, arrange for your own contractor to fix the problem and we'll refund the cost up to the policy limit, including VAT.
Create access	Our authorised contractor may need to create access to locate the source of the pest emergency, such as lifting floorboards, removing bath panels and cosmetic fascias. If you wish for our authorised contractor to create access, they will ask you to sign a disclaimer before they proceed. We won't cover you for the damage after our authorised contractor has created access or cover trace and access.
Leave your home safe and habitable	We'll resolve your claim but we won't be responsible for reinstating your home to its original condition.
Manage your claim	Along with our authorised contractors, we'll keep you updated on progress throughout your claim journey.
Pay your claim	We'll pay up to the amount specified in the schedule, which will include VAT, call out, labour and extermination.

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The most we'll pay

For	Will be
Pest claims	up to the cover shown in your schedule.

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3.d Cancelling your cover

Please refer to the cancellation section of the main home policy wording for information on how you can cancel your pest policy.

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3.e If you want to complain

We'll always aim to do our best. However, there may be times when you're not happy with our services.

If you have a complaint about a claim or our service, you can write to our Customer Relations Manager at:

- Customer Relations - Home Emergency
- Inter Partner Assistance S.A.
- 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Alternatively, you can phone us on **01737 815 913**, or email **homeemergencycomplaints@axa-assistance.co.uk.**

We'll deal with your complaint as soon as we can and try to reach a resolution.

If you're still unhappy with the resolution, or on the rare occasion a final decision letter hasn't been sent to you within 8 weeks, you can approach the Financial Ombudsman Service. This is an independent body that's been set up to resolve disputes between customers and financial companies, including insurers.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge, within 6 months of the date of our final decision letter.

If you don't refer your complaint in time, the Ombudsman won't have our permission to consider your complaint and so will only be able to do so in very limited circumstances; for example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Its website has a great deal of useful information:
Email: **financial-ombudsman.org.uk**

Contact for the Financial Ombudsman Service:
Tel: **0300 1239 123** or **0800 0234 567**
Email: **complaint.info@financial-ombudsman.org.uk**
Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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FSCS

We're a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100.**

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3.f Your pest insurance cover

> It's important that you read your schedule, the general exclusions that relate to your pest optional extra and the information on making a claim.

Your pest policy provides the following cover for the causes below, up to the limit of cover shown on your schedule:

Covered for	But not
Wasp or hornet nests, rats, mice and grey squirrels Up to £150 per claim, including VAT, for the call out, labour and extermination and/or control of wasp or hornet nests, rats, mice or grey squirrels in the event of a pest emergency.	• Damage caused by the pest emergency; • Pest emergencies that happen within the first 14 days of the start of the policy cover, but this does not include renewed policies; • Your failure to follow recommendations made by us or our authorised contractor on pest prevention and hygiene measures; • Pest(s) found outside your home, such as in detached garages and outbuildings.
Bed bugs Up to £200, including VAT, for a maximum of 3 treatments per claim for the treatment and/or extermination of bed bugs for 1 infestation at the home in the event of a pest emergency.	• Damage caused by the pest emergency; • Pest emergencies that happen within the first 14 days of the start of the policy cover, but this does not include renewed policies; • Your failure to follow recommendations made by us or our authorised contractor on pest prevention and hygiene measures; • The cost of replacing and taking away a bedbug infested mattress.

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3.g Privacy and data protection notice

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

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

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your pest emergency, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with pest emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- obtaining and storing any relevant and appropriate photographic evidence of the condition of your property which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

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We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

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

You're entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice - see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance S.A. or AXA Assistance (UK) Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, UK
Email: **dataprotectionenquiries@axa-assistance.co.uk**
Our full data privacy notice is available at:
www.axa-assistance.co.uk

Alternatively, a hard copy is available from us on request. Please contact us in writing or by phone if you'd like to receive these terms and conditions in an alternative format; for example, on audio tape or in large print.