

esure

**esure Home Insurance**  
Policy Booklet



# Welcome to esure

Thank you for buying an esure home insurance **Policy** which is designed for and is exclusively available from esure Services Limited (**esure**).

## Privacy Notice

Information about how **Your** personal data is used can be found in **Your** 'welcome pack' or online: <http://www.esure.com.com/privacy>

## About us

**esure** acts on **Your** behalf to arrange and administer insurance cover for **You**. **Your** contract (**Your** Agreement with esure Services Limited) provides more details about **esure's** services. **esure** is also authorised to act on behalf of certain Insurance Companies (**Underwriters**) to sell and administer insurance products. To make things simple **You** only need to contact **esure**, in relation to **Your Policy**.

## Your Policy Contract information

**Your** contract of insurance (**Policy**) is a legally binding contract between **You** and the **Underwriters** providing **Your** insurance cover. In exchange for **Your** premium **Underwriters** will provide the cover shown in **Your Policy**. **Your Policy** is made up of:

- Policy Booklet including Optional Extras
- **Schedule**

These documents need to be read together as they set out the full details of **Your Policy** to include the cover, exclusions, **Terms** and conditions. Please keep them safely together. **Your Policy** is intended to be clear and easy to read.

Some words and phrases are in **bold** and have special meanings; please refer to the Definitions section.

## Your Obligations

**Your Policy** is based on the information **You** provided when **You** applied for **Your Policy**. **You** must make sure that all the information **You** have provided is true and correct at all times. **You** must also pay the premium and keep to the **Policy Terms** and conditions.

It's really important that **You** read and understand the **Policy** **You** have bought. If **You** have any questions, any details are incorrect or if **You** want to change anything please call 0345 045 8000. Also to ensure that **You** always have cover please tell **esure** immediately when anything changes otherwise **Your Policy** may not be valid (see General terms and conditions which apply to your policy).

## Authorisation

**esure** is authorised and regulated by the Financial Conduct Authority. Firm Registration Number: 312063  
Your Home insurance **Policy** is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350.

Cover under Optional Extras may be provided by other **Underwriters** the details of which are shown in the relevant sections of **Your** booklet. All **Underwriters** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

**You** can check details of authorised companies on the Financial Services Register by visiting the website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register).

## Customers with disabilities

This **Policy** is also available in large print, audio and Braille. If **You** require any of these formats please contact **Us** on 0345 045 8000.

If **You** have a hearing or speech impairment, **You** can also contact **Us** by Typetalk. To contact **Us** by Typetalk, simply prefix the number 18001 to any of our numbers.

Calls may be monitored and recorded for training and security purposes.

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# Important information

## Your responsibility to give us correct information

**We** have agreed to issue **Your policy** based on the information **You** provided. **You** must make sure that all the information **You** provide is true and to the best of **Your** knowledge and belief is complete, accurate and up to date.

If **You** or anyone acting for **You** fails to provide correct information or the information changes and **You** do not tell **Us**, **Your Policy** could be treated as if it never existed or cancelled and any claim **You** make could be refused or reduced (see General terms and conditions which apply to your policy). If **You** need to make a change to the information **You** have provided please contact **esure** immediately.

## The Law and Courts that apply to this Policy

**You** and **We** can choose the law that applies to **Your Policy**. Unless agreed otherwise English law will apply. The courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between **You** and **Us**, unless **You** live in Scotland where their courts will have jurisdiction.

**We** have provided this **Policy** in English and will continue to communicate with **You** in English.

## Compensation arrangements

**We** are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, **You** may be entitled to compensation from the FSCS.

Generally the FSCS may arrange to transfer a **Policy** to another insurer, provide a new **Policy** or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 020 7741 4100 or visit or [www.fscs.org.uk](http://www.fscs.org.uk)

## Legal advice

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this **Policy**.

Simply telephone 0345 601 7070 and quote "esure". For **Our** joint protection, telephone calls may be recorded and/or monitored.

## Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and Information Specialists are also trained to help **You** with practical problems like debt.

**You** can access the Lifestyle Counselling Helpline on 0345 601 7071 and quote "esure".

## Health and medical information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24-hours a day, seven days a week.

Simply telephone 0345 601 7071 and quote 'esure'.

As this is a service provided by Arc Legal Assistance Limited, **We** do not accept any liability for any advice they may give or fail to give.

## Optional extras

If **You** buy Family Legal Protection (administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited), Home Emergency and Pest (administered by AXA Assistance (UK) Limited and underwritten by InterPartner Assistance UK (IPA)), **Your** premium and any fees will be collected by esure Insurance Limited who will act as our agent when collecting our fees and premiums for policies it does not underwrite. When **Your** premium is collected, transferred and held it is done as an agent on behalf of the Underwriters listed above. This means that once the premium is received it is treated as if it has been paid directly to the Underwriter. **We** do not hold client money.

# How to make a claim

To make a claim or tell **Us** about anything **You** think may result in a claim, please call **0345 601 7072**.

- **Our** claims line is available 24-hours a day seven days a week
- For existing claims **Our** claims team are available: Monday to Friday 8am – 8pm, Saturday 9am – 4pm.

**We** want to make **Your** claims process as quick and easy as possible, therefore it is helpful to have as many details as possible to hand, as this will speed up the process.

## What you need to do:

- ✓ ring **Us**, as soon as possible to prevent further damage and **We** will register **Your** claim details, and talk **You** through the next steps
- ✓ if **You** have been a victim of theft or vandalism report this to the Police as **We** will require a crime or loss reference number
- ✓ if an accident occurs and **You** think **You** might be at fault do not admit liability or promise to pay a claim without discussing with **Us** first
- ✓ please keep any damaged items for inspection – do not dispose of anything
- ✓ **We** will require evidence of ownership and/or proof of purchase, such as receipts/valuations – photographs will also help **Us** to proceed with the claim
- ✓ if **You** and **Your Household** receive any third party claim forms, summons, legal documents or any other letter about the claim it is important **You** forward these on to **Us** as soon as possible.

## What we will do:

- ✓ for small claims, it is sometimes possible to process these over the phone through **Our** approved suppliers. If **We** are unable to do this, **We** may ask for estimates or quotations from **You** to support **Your** claim
- ✓ for larger claims, it is likely **We** will arrange for a claims adviser, restoration company, building surveyor, investigator or supplier to come out and visit **You** as soon as possible
- ✓ in the event that **Your Home** is so badly damaged that **You** need another place to stay, alternative accommodation costs can be covered under the **Buildings** and **Contents** section of **Your Policy** (limits apply as shown in **Your Policy Schedule**)
- ✓ defend or settle any legal claim in **Your** name, or in the name of any other person insured by this **Policy**
- ✓ recover from any person who is not covered by **Your Policy**, any payment **We** may make to **You** or anyone else at **Our** own expense. **We** can do this in **Your** name, or in the name of any other person covered by **Your Policy**, whether or not **We** have made any payment under **Your Policy** when **We** choose to take this step.

## General conditions that apply when making a claim:

- if **You** or **Your Household** do not comply with any part of these conditions, **We** have the right not to pay the claim
- do not repair any damage without **Our** consent
- tell the police as soon as possible about all incidents of theft, attempted theft or vandalism, damage or injury caused deliberately by other people
- **You** must not dispose of any damaged property without **Our** permission. **We** can enter any **Building** where there has been loss or damage and deal with any damaged property in a reasonable manner. However, **You** cannot just leave damaged property for **Us** to deal with
- if **We** settle a claim for lost **Contents**, **Personal Possessions** and **Specified Items**, any items subsequently recovered becomes **Our** property
- to help **Us** process **Your** claim **We** will ask for information that is required to support the claim. **We** will only ask for information relevant to **Your** claim such as: documentation, written estimates, receipts, reports on the cause of damage, correspondence from other people, photographs, proof of ownership or value, valuations, crime reference numbers, details of other insurance policies, pre-purchase surveys, user manuals, which are in **Your** or **Your Household** possession or easily obtainable.

## Terms which relate to the loss

Where the cover under **Your Policy** depends on **You** or **Your Household** abiding by **Terms** which:

- relate to particular **Buildings** or locations;
- apply at particular times; or
- lower the chance of particular types of loss, damage or liability happening.

**We** will pay for claims where **You** can show that not abiding by the **Terms** did not increase the chance of loss, damage or liability for which a claim has been made.

## Fraud

If **You**, or any member of **Your Household**, or anyone acting for **You** or them makes a claim in a fraudulent, false or exaggerated way, or where **We** are given any documents which are false or stolen, **We**:

- will not pay the claim;
- will recover any amounts **We** may already have paid for the claim;
- may end **Your Policy** from the date on which the fraud happened and not return any premium;
- will tell the police if **We** suspect fraud;
- will cancel all other policies and products **You** have with **Us**.

# How we settle your claim

## Buildings

If **Your Buildings** suffer loss or damage as a result of fire, **We** can choose to:

- pay the cost of work carried out to rebuild, replace or repair **Your Buildings**; or
- arrange for **Your Buildings** to be rebuilt, replaced or repaired.

If **Your Buildings** suffer loss or damage as a result of any of the other circumstances listed in **Your** policy booklet, **We** can choose to:

- pay the cost of work carried out to rebuild, replace or repair **Your Buildings**; or
- arrange for **Your Buildings** to be rebuilt, replaced or repaired; or
- pay the difference between the market value of the **Buildings** immediately before the loss or damage happened and the market value immediately after the loss or damage happened. If repair or replacement cannot be economically carried out, any payment **We** make will not exceed the **Rebuilding Cost**.

In any event, **We** will not pay any extra cost for extending or improving **Your Buildings** once they are rebuilt.

Where it is possible to rebuild, replace or repair **Your Buildings** but **You** do not agree with these settlement options, **We** will pay **You** cash based on the rebuild, replacement or repair cost to **Us**.

Where **We** choose to appoint a recommended supplier to rebuild, replace or repair **Your Buildings**, these repairs will be guaranteed for a period of 12 months following the date of completion.

## Contents, personal possessions, specified items

If **Your Contents, Personal Possessions** or **Specified Items** are lost or damaged in any of the circumstances explained in the policy booklet, **We** can choose to:

- pay the cost of repairs
- arrange for repairs; or
- give **You** an equivalent replacement.

If it is not possible to repair and an equivalent replacement is not available, **We** will pay **You** cash based on the full replacement cost.

However, if it is possible to make a repair and/or if an equivalent replacement is available but **You** do not agree with these settlement options, **We** will pay **You** cash based on the applicable equivalent repair or replacement cost to **Us**.

## The most we will pay for contents and personal possessions:

- **Household Goods** and **High Risk Items** up to the **Sum Insured** shown in **Your Schedule**. If this is not adequate, **We** will proportionately reduce the amount payable on any claim. This will never be more than the **Sum Insured** shown in **Your Schedule**
- **Personal Possessions** up to the **Sum Insured** shown in **Your Schedule**
- The maximum **We** will pay for any **Pedal Cycle**, including accessories is £500
- The maximum **We** will pay for any single item not specified in your **Schedule** is £1,499.99
- **We** will not pay under any section of the **Policy** for any one **Pedal Cycle**, including accessories where the replacement value as new is more than £500 if it has not been specified
- **We** will not pay under any section of the **Policy** for any single item valued at £1,500 or more that has not been listed as a **Specified Item**.

## The most we will pay under specified items

- the **Sum Insured** for that **Specified Item**

**You** will not be able to claim for any **Pedal Cycle** including accessories worth more than £500 or any item valued at £1,500 or more, under any section of this **Policy** if the item has not been listed as a **Specified Item**.



## Definitions

Below are the meanings of certain words when they are used in this **Policy** document or **Your Schedule**.

### Accidental Damage

Single, sudden, unexpected and physical damage, which was not deliberate.

### Accidental Loss

Single, sudden and unexpected loss, which was not deliberate.

### Bedroom

A room used as a bedroom, or a room originally built to be a bedroom even if currently used for another purpose.

### Buildings/Home

**Your House**, the fixtures and fittings, outbuildings (does not include barns, caravans, mobile homes, marquees, PVC or any other non-rigid material), garages and greenhouses which were originally designed and now only used for domestic purposes and are all at the address shown in **Your Schedule**. **Your Buildings/Home** also includes any swimming pools, permanently fixed hot tubs, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown on **Your Schedule**.

### Computer Virus(es)

A set of corrupting, harmful or unauthorised instructions or codes, which are introduced maliciously and are directly or indirectly intended to intentionally spread, damage, erase, interfere with or otherwise negatively affect a computer system or network. This includes but is not limited to 'Trojan Horses', 'Worms', 'Malware' and Time or logic bombs.

### Contents

All **Household Goods**, **High Risk Items**, **Money** and **Pedal Cycles** belonging to **Your Household** or which **Your Household** is legally responsible for and which in either case are kept in the **House**. Electronic data is not covered.

### Endorsement

Any amendment to the **Terms** of the policy booklet shown in **Your Schedule**.

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esure Services Limited.

### Excess – paying part of a claim

The first amount **You** must pay towards any claim as shown in **Your Schedule**. This can be any or a combination of the following:

- **Policy Excess**

This is the standard amount **You** have to pay towards certain claims under the **Terms** of **Your Policy**

- **Voluntary Excess**

This is the amount **You** have chosen to pay towards the cost of a claim in return for a reduction in **Your** premium. This is payable in addition to the **Policy**, **Subsidence** and **Escape of Water Excess** or any excess that may be shown as an **Endorsement**.

- **Subsidence Excess**

This is the amount **You** have to pay towards the cost of each **Buildings** claim for **Subsidence**, **Heave** or **Landslip**. The amount is shown in **Your Schedule**

- **Escape of Water Excess**

This is the amount **You** have to pay towards the cost of each escape of water claim. The amount is shown in **Your Schedule**.

In the event of a claim under both **Buildings** and **Contents**, we will only apply one excess. Any **Voluntary Excess** is in addition to the **Policy, Subsidence** or **Escape of Water Excess**.

## Exclusion

Something **Your Policy** does not cover.

These are shown in each part of the policy booklet under the heading 'What is not covered', and under 'General exclusions which apply to this policy'.

## Fees

The amount we charge if **You** change or cancel **Your Policy**. Further details can be found in **Your Agreement** with esure Services Limited.

## Flood

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

## Heave

Upward movement of the ground beneath **Your Buildings** as a result of soil expansion.

## High Risk Items

Any of the following items that are at high risk of theft, which are kept in the **Home**, and consist only of the following:

- articles of gold, silver or other precious metals
- computer equipment
- furs
- jewellery
- mobile phones
- paintings
- stamp, coin, and medal collections
- watches.

**High Risk Items do not include:**

- property owned or used primarily for business purposes or connected with any employment (except property defined as **Office Equipment**)
- electronic data
- property more specifically insured by this or any other insurance policy.

## House

The **House**, self-contained flat or other structure **You** live in at the address shown in **Your Schedule**. This does not include the fixtures and fittings, outbuildings, garages, stables, greenhouses, swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any other part of **Your Home**.

Unless described differently by an **Endorsement** the **House** must be built of brick, stone or concrete, and roofed with slate, tile, asphalt or concrete.

## Household Goods

All goods kept in the **Home**. This includes clothing and artificial lawns.

**Household Goods** do not include:

- **High Risk Items**
- drones
- any domestic appliance which is part of fitted units
- fixtures and fittings

- living creatures
- **Motor Vehicles**, caravans, trailers, boats, canoes, windsurf boards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- property owned or used primarily for business purposes or connected with any employment (except property defined as **Office Equipment**)
- electronic data
- property more specifically insured by this or any other insurance policy.

## Index-linked(ing)

**We** will Index-link the sums insured for **Contents, Personal Possessions** and **Specified Items**. This means that the sums insured are linked to the consumer durables section of the retail price Index and will be automatically adjusted each year (at the time of your renewal) in-line with increases in these indices. However, if the indices fall **We** will not reduce the sums insured in line with the fall.

## Landslip

Slippage or downward movement of sloping ground.

## Money

Personal Money **You** have for private reasons in the following forms:

- current coin or banknotes, cheques and travellers cheques
- postal or Money orders and current postage stamps
- national savings stamps or certificates and premium bonds
- luncheon vouchers, current travel tickets or other tickets with a fixed value
- trading stamps, gift vouchers and phone cards
- stamps for paying **Your** TV license, gas, electricity or other bills.

## Motor Vehicles

Any electrical or mechanical, power-driven or power-assisted vehicle, and any vehicle that requires insurance under the Road Traffic Act. **We** do not class the following items as a motor vehicle: golf trolleys or domestic gardening machinery, any electrical or mechanical power-driven or power-assisted wheelchairs (which are not registered for road use), any electrically assisted pedal cycle that is not legally required to be registered, taxed or insured, or pedestrian/radio controlled toys or models.

## Office Equipment

Office furniture, office and computer equipment which is not designed to be portable, business books and stationery up to the amount insured shown in **Your Schedule**. **Office Equipment** does not include laptops, ipads, tablets, kindles and other forms of computerised equipment, which **You** can easily carry around.

## Pedal Cycles

Any bicycle (and electrically assisted pedal cycles excluding e-scooters) including its accessories that are not required to be licensed if used on a public road.

## Period of Cover

The period of cover shown in **Your Schedule** unless **Your Policy** is cancelled, in which case the period of cover shall end on the cancellation date.

## Personal Possessions

Luggage, clothing, jewellery, sports, musical, camping and photographic equipment and any item removed from **Your House** which is normally worn, carried or transported by a person provided each individual items replacement cost as new is less than £1,500 and any **Pedal Cycles** and their accessories' replacement cost as new is £500 or less.

## Policy

This policy booklet, as updated by any amendments to it that **We** have sent to **You**, and **Your Schedule**.

## Rebuilding Cost

The full cost of rebuilding **Your Buildings** in the same form, size, style and condition as when new including the cost of complying with local authority and other statutory requirements, fees and clearance costs.

## Schedule

The document headed 'Home Insurance Schedule' which:

- records the information **You** have given **Us**
- shows the people who are insured by **Your Policy**
- sets out which sections of cover in the policy booklet **You** have bought; and shows any other **Terms** which apply to **Your** cover, including **Sums Insured**, **Excesses** and any **Endorsements**.

## Settlement

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

## Specified Items

Any **High Risk Item** or **Household Good(s)** specified in **Your Schedule**:

- to buy a replacement would cost £1,500 or more
- any **Pedal Cycles** including accessories which would cost more than £500 to buy a new replacement.

This does not include items of furniture, carpets or domestic kitchen appliances.

## Storm

A violent gale force 10 on the Beaufort scale reaching wind speeds of 55 mph or above and/or 25mm or more of rainfall in any 24-hour period, and/or snow to a depth of at least 1 ft (300mms) in 24-hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to **Our** weather data.

## Sum Insured

The **Sum Insured** is shown in **Your Schedule**, together with any necessary adjustments for **Index-linking** **We** apply. This is the maximum amount **We** will pay for all claims, which happen as a result of any one incident. The maximum **Sum Insured** is not reduced if **We** pay any claim and **Policy** limits as shown in **Your Schedule** may apply.

## Subsidence

The downward movement of the ground on which **Your Buildings** stand other than by **Settlement**.

## Terms

All **Terms**, **Exclusions**, conditions and limitations which apply to **Your Policy**.

## Unfurnished

When **Your House** does not contain sufficient furniture for normal living purposes and is in this condition for more than 30 consecutive days.

## United Kingdom, UK

Great Britain and Northern Ireland.

## Unoccupied

When **Your House** is not being lived in by **You** or any member of **Your Household** for more than 30 consecutive days. By lived in, **We** mean staying in and sleeping overnight for at least 3 nights in a row every week. Visits to check on **Your Home** do not constitute occupancy.

## We/Us/Our/Underwriters

The insurance companies shown in **Your Policy**.

## You/Your

The person or people shown in **Your Schedule**, **Your** spouse, civil partner or cohabitee living permanently with **You** in **Your House**.

## Your Household

**You**, members of **Your** family (including foster children up to the age of 18) and **Your** domestic employees living permanently with **You** in the **House**.

# Your Cover

Your Schedule shows whether You have bought Buildings and/or Contents Insurance which provides cover for the following causes:

It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.

Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## 1.Fire

What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of fire.

What is not covered?

We will not pay for loss or damage caused by:

- tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.

## 2.Theft or attempted theft

What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of theft or attempted theft.

What is not covered?

We will not pay for any loss or damage to **Your Buildings** or **Contents**:

- if **Your House** is **Unfurnished** or **Unoccupied**.
- caused while **You** or **Your Household** are away from the **Home** unless force and violence is used to enter or leave **Your Buildings**.
- caused by any person in **Your Home** with **Your** permission.
- caused by theft by deception unless that deception was used solely to enter **Your Home**.

We will not pay for loss or damage to **Your Pedal Cycles** if:

- only the **Pedal Cycle** wheels/tyres or accessories are stolen or damaged
- the **Pedal Cycle** was not in a locked building or securely locked to an immovable object
- it is left or kept in a communal area unless locked to a fixed object.

## 3.Storm/flood

What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of **Storm** or **Flood**.

What is not covered?

We will not pay for loss or damage:

- to gates, hedges or fences
- caused by frost
- caused by or resulting from the failure of a flat felt roof due to wear and tear or lack of maintenance
- caused by rising ground water levels which happens gradually over a period of time
- to car ports, canopies and awnings
- caused by **Subsidence, Heave** or **Landslip**
- to alterations or extensions to **Your Buildings** until completed.

## 4.Lightning/thunderbolt/earthquake

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of lightning, thunderbolt or earthquake.

### What is not covered?

General **Terms** and conditions apply.

## 5.Explosion

### What is covered?

We will pay for loss or damage to **Your Buildings** or **Contents** as a result of explosion.

### What is not covered?

General **Terms** and conditions apply.

## 6.Subsidence or heave of the site on which your buildings stand or landslip

### What is covered?

We will pay for the loss or damage to **Your Buildings** or **Contents** as a result of **Subsidence** or **Heave** of the site on which **Your Buildings** stand or **Landslip**.

### What is not covered?

We will not pay for loss or damage to **Your Buildings** or **Contents** caused by or consisting of:

- coastal or river erosion
- demolition, construction, or the structure of the building being altered or repaired
- the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **Buildings**
- damage to, or resulting from the movement of solid floor slabs, unless the foundations beneath the outside walls of the **House** are damaged at the same time and by the same cause
- **Subsidence, Heave** or **Landslip** which occurred prior to the commencement of the **Period of Cover**
- **Settlement**, compaction or consolidation of the site due to the weight of new structures or fill material or **Settlement**, compaction or consolidation of newly made up ground.

We will not pay for loss of or damage to outbuildings, garages, stables, greenhouses, swimming pools, hard tennis courts, garden walls, patios, terraces, hedges, fences, gates, footpaths, drains and driveways unless

We also accept a claim from **Subsidence, Heave** or **Landslip** damage to the **House**.

## 7.Escape of water/burst pipes

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems, or as a result of water freezing in water tanks, equipment or pipes.

### What am I not covered for?

We will not pay for loss or damage:

- if **Your House** is **Unfurnished** or **Unoccupied**
- caused by overflowing water from wash basins, sinks, bidets, showers, and baths as a result of the taps being left on
- caused by failure or lack of appropriate sealant and/or grout

- caused by gradual operating cause
- to the tank, pipe or installation itself if caused by normal wear and tear
- damage caused by escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows
- to **Your Buildings** resulting in **Subsidence, Heave** or **Landslip** caused by the escaping water.

## 8.Escape of oil

### What is covered?

**We** will pay for damage to **Your Buildings** or **Contents** as a result of oil escaping from any fixed heating installation, pipes or equipment.

### What is not covered?

**We** will not pay for:

- damage if **Your House** is **Unfurnished** or **Unoccupied**
- damage to the tank, pipe or installation if caused by normal wear and tear
- the cost of replacing any lost oil.

## 9.Impact

### What is covered?

**We** will pay for loss of or damage to **Your Buildings** or **Contents** as a result of impact by any vehicle or animal.

### What is not covered?

**We** will not pay for loss or damage caused by vermin, birds, insects or domestic pets.

## 10.Breakage or collapse of TV aerials, radio aerials, aerial fittings, masts and satellite dishes

### What is covered?

- **We** will pay for loss of, or damage to **Your Buildings** as a result of breakage or collapse of television aerials, radio aerials, aerial fittings, masts and satellite dishes.
- **We** will pay for loss or damage to television aerials, radio aerials, aerial fittings, masts and satellite dishes, which form part of **Your Contents**.

### What is not covered?

General **Terms** and conditions apply.

## 11.Aircraft and other airborne devices or articles dropped from them

### What is covered?

**We** will pay for damage to **Your Buildings** or **Contents** as a result of aircraft and other airborne devices or articles dropped from them.

### What is not covered?

General **Terms** and conditions apply.



## 12. Falling trees or branches

### What is covered?

We will pay for loss of or damage to **Your Buildings** and **Contents** as a result of falling trees or branches.

### What is not covered?

- We will not pay for loss or damage where the **Buildings** or **Contents** are not damaged
- We will not pay for the removal of trees or branches where the **Buildings** or **Contents** are not damaged.
- the cost of removing any part of the tree remaining below ground, or restoring the site.

## 13. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.

### What is not covered?

We will not pay for loss or damage:

- loss or damage caused by any person who is in your **Home** with **Your** permission
- If **Your House** is **Unfurnished** or **Unoccupied**.

## 14. Smoke

### What is covered?

We will pay for loss or damage to **Your Buildings** or **Contents** as a result of smoke.

### What is not covered?

We will not pay for loss or damage:

- caused by agricultural or industrial work
- caused by smog.

## 15. Accidental damage

This cover only applies if **You** have chosen **Accidental Damage** and this cover appears in **Your** latest **Schedule**.

### What is covered?

We will pay for **Accidental Damage** to **Your Buildings** or **Contents** as a direct result of a single, unexpected and unintended event which is not a result of any causes listed above.

### What is not covered?

We will not pay for loss or damage:

- arising during or as a result of cleaning, dyeing, alteration, restoration, repair or renovations
- caused by moth, vermin, birds, insects, fungi, dry or wet rot
- caused by domestic pets chewing, scratching, fouling, tearing or vomiting
- due to faulty materials, poor workmanship or design
- caused by paying guests or tenants
- if **Your House** is **Unfurnished** or **Unoccupied**.

**We** will not pay for the cost of maintenance or routine decoration.

**We** will not pay for loss of or damage to **Your Buildings**:

- while **Your Home** or any part of it is lent, let or sub-let
- to any alterations or extensions to **Your Home** until the alteration or extension is complete.

**We** will not pay for loss of or damage to **Contents**:

- caused by **You** or **Your Household** defrosting freezers and/or refrigerators or if the contents of **Your** freezers and/or refrigerators are spoiled for any other reason
- which are fragile items whilst **You** move home, unless they have been packed by professional packers
- while **You** move home, unless a professional removal firm is moving them
- while in a furniture storage facility, saleroom or exhibition
- which are more specifically insured by this or any other policy.

The following sections apply if Your Schedule says You have Buildings cover.

It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.

Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## Glass and sanitary ware

### What is covered?

We will pay for replacing the following if they are **Accidentally Damaged**:

- fixed glass in windows, doors, fan lights, skylights and solar panels
- sanitary fixtures such as sinks, toilets, shower trays, shower screens and baths
- ceramic hobs which form part of fitted units.

### What is not covered?

We will not pay for loss of or damage:

- to alterations or extensions to **Your Home** until completed
- caused by any paying guest or tenant
- if **Your House** is **Unfurnished** or **Unoccupied**
- arising during or as a result of cleaning, dyeing, alteration, restorations, repair or renovations
- due to faulty materials, poor workmanship or design.

## Underground services

### What is covered?

We will pay for the cost of repairing underground pipes, cables and septic tanks providing services to and from **Your House**, which **You** are legally responsible for, and which break accidentally.

We will also pay for the cost of accessing into and repairing any foul water underground pipe between the main sewer and **Your House** following the blockage of a pipe, if this is necessary because normal methods of releasing the blockage are unsuccessful. We will also pay for the cost of clearing a blocked drain if caused by damage to the fabric of the drain.

### What is not covered?

We will not pay for loss of or damage:

- to the drains caused by any defect in their design, construction or installation
- caused by demolition, alteration, renovation or repair to **Your Home**
- to the outlet pipe from the septic tank
- to soakaways, drainage fields or field drains.

## Alternative accommodation and rent

### What is covered?

If **Your House** cannot be lived in as a direct result of loss or damage insured under causes 1-14 and such damage is subject to a claim under this policy, We will pay **You** the following:

If **You** occupy the **Home**:

- Whilst **Your House** is not habitable following an insured incident, We will provide temporary alternative accommodation until the repairs are complete (practical completion). We will assess the requirements for each claim and determine the type and size of property that will be sufficient for the period. This **Policy** does not operate a like for like guarantee and instead provides an adequate alternative for the required period.
- up to two years' ground rent, if **You** have to pay this.

If **Your Home** is lent or let:

- loss of any rent due to **You**.

## What is not covered?

**We** will not pay for any costs **You** agree to pay without **Our** permission.

## Sale of your home

### What is covered?

When **You** have exchanged contracts for the sale of **Your Home**, the buyer will have the benefit of the insurance provided under the Building section of the **Policy** if any loss or damage happens. However, this benefit only lasts until the date of completion.

### What is not covered?

The buyer will not have any benefit provided under this section if the **Buildings** are insured by the buyer under any other policy.

## Professional fees, clearance costs and local authority requirements

### What is covered?

After loss or damage to **Your Buildings** which is insured by this **Policy**:

#### Professional fees

**We** will pay for architects' fees, surveyors' fees and legal fees necessary to rebuild, replace, or repair **Your Buildings**.

#### Clearance costs

**We** will pay for the cost of removing debris, dismantling, demolishing, shoring-up or propping up **Your Buildings**. **You** must get **Our** permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

#### Costs you must pay by law

**We** will also pay the cost of meeting applicable building and government regulations and local authority by-laws.

### What is not covered?

**We** will not pay:

- any fees **You** incur to help **You** prepare an insurance claim
- costs of meeting government or local authority regulations if the regulations were not adhered to at the time of construction but should have been
- costs for any part of **Your Buildings** which are not damaged.

## Your liability as the owner of your home

### What is covered?

**We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs **You** become legally liable to pay as a result of accidents happening in and around **Your Home** solely because **You** are the owner, but not the occupier, of **Your Home**. These accidents must result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

**We** will also pay legal costs which it is necessary for **You** to pay to defend any claim brought against **You** which is covered by this section of **Your Policy** as long as **We** have agreed to do so before hand.

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## YOUR LIABILITY IF YOU ARE BOTH THE OWNER AND THE OCCUPIER OF YOUR HOME:

In law, accidents which happen in **Buildings** or on land are often the responsibility of the occupier of the **Buildings** or land rather than the owner. Cover against any liability that **You** may incur as the occupier of **Your Home** or its land is not provided by this section, and in order to protect yourself **You** should ensure that **You** also have **Contents** insurance, which will provide Occupier's Liability cover.

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### What is not covered?

**We** will not pay for the following:

1. loss or damage to property which belongs to or is in the care of:
  - **Your Household**
  - any other person who permanently lives with **You**, or
  - any person employed by members of **Your Household**.
2. liability which happens because **You** own any land or building which is not one of the following:
  - **Your Home**
  - any private house which **You** or a member of **Your Household** living permanently with **You** is temporarily living in
  - any previous **Home** which **You** occupied immediately before it was disposed of or sold and which **You** may be liable for under the Defective Premises Act 1972.
3. liability which arises because of **Your** trade, profession or employment or that of any member of **Your Household**
4. liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.

## Your liability as the owner of your previous homes

### What is covered?

If **You** owned any previous home and **You** occupied it before it was disposed of or sold, **We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs **You** become legally liable to pay under Section 3 of the Defective Premises Act 1972 in respect of any previous homes, for accidents happening in and around that **Home**. These accidents must result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

The cover under this section will continue for seven years from the date this **Policy** expires or is cancelled.

**We** will also pay legal costs which it is necessary for **You** to pay to defend any claim which is covered by this section or representing **You** in any other inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

**We** will not pay for the following:

1. loss or damage to property which belongs to or is in the care of:
  - **Your Household**
  - any other person living permanently with **You**; or
  - any person who is employed by **You** or any member of **Your Household**.
2. liability that is covered under a more recent policy.

## Emergency entry

### What is covered?

**We** will pay for the cost of repairing damage to **Your Buildings** and/or the garden caused when the fire, police or the ambulance services have to force an entry because of an emergency.

### What is not covered?

General **Terms** and conditions apply.

## External door locks

### What is covered?

**We** will pay the cost of replacing and installing locks and keys on the external doors of **Your Home** if the keys to those are lost or stolen.

### What is not covered?

General **Terms** and conditions apply.

## Trace and access

### What is covered?

If the **Buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Home**, **We** will pay for the reasonable cost of removing and replacing any part of the **Buildings** necessary to find and repair the source of the leak and making good the removed or replaced elements of the **Building**.

### What is not covered?

General **Terms** and conditions apply.

- **We** will only pay for damage where a claim is made for water damage elsewhere under this **Policy**.
- General **Terms** and conditions apply.

The following sections apply if Your Schedule says You have Contents cover.

It is important You read Your Schedule and the General Terms, conditions and exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.

Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## Contents in your garden

### What is covered?

We will pay for loss of or damage to **Your Contents** as a result of causes numbered 1, 2, 4, 5 and 7 to 14 (and 15 – **Accidental Damage**, if shown in **Your Schedule**) whilst they are outside and in the open but still within the boundaries of **Your Home**. This can also include the replacement of trees, shrubs, plants and lawns.

### What is not covered?

We will not pay for the following:

- loss or damage if **Your House** is **Unfurnished** or **Unoccupied**
- theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in the boot, or closed glove compartment, all windows are closed and all doors are locked which was broken into using force and violence
- loss or damage as a result of **Storm/Flood** or **Subsidence/Heave**
- any **Exclusion** applicable to the relevant cause.

## Contents which are temporarily removed from the home

### What is covered?

We will pay if **You** suffer loss of or damage to **Your Contents** by any of the causes numbered 1 – 14 while those **Contents** are temporarily removed from **Your Home** and left in:

- a bank deposit box
  - a **House** that is lived in
  - any building where **You**, or members of **Your** family who permanently live with **You** work, or are staying
- Provided in all cases the items must be within the **UK** and have previously been permanently kept in **Your Home** within the last 60 days.

### What is not covered?

We will not pay for loss or damage:

- while the goods are being moved, worn or carried
- caused by theft or attempted theft unless violence and force is used to enter or leave the property
- while **Your Contents** are in a furniture storage facility, saleroom or exhibition
- caused by theft by deception other than deception used solely to enter the property that is lived in
- any **Exclusion** applicable to the relevant cause
- more specifically covered by this **Policy**.

## External door locks

### What is covered?

We will pay the cost of replacing and installing locks and keys on the external doors of **Your Home** if the keys to those are lost or stolen.

### What is not covered?

General **Terms** and conditions apply.

## Metered water, oil or liquid petroleum

### What is covered?

**We** will pay for loss of metered water, oil or liquid petroleum gas resulting directly from **Accidental Damage** to pipes and equipment which provide services to **Your Buildings**.

### What is not covered?

**We** will not pay for loss or damage where the **House** is **Unoccupied**.

## Mirrors and glass

### What is covered?

**We** will pay for replacing the following if they are **Accidentally Damaged**:

- mirrors
- glass tops to furniture
- fixed glass in furniture
- ceramic hobs or ceramic tops to cookers.

### What is not covered?

**We** will not pay for any loss or damage:

- caused by any paying guest or tenant
- if **Your House** is **Unfurnished** or **Unoccupied**
- arising, during, or as a result of cleaning, dyeing, alteration, restorations, repair or renovations
- due to faulty materials, poor workmanship or design.

## Alternative accommodation and rent

### What is covered?

If **Your House** cannot be lived in as a direct result of loss or damage insured under causes 1-14 and such damage is subject to a claim under this policy, **We** will pay **You** the following:

- Whilst **Your House** is not habitable following an insured incident, **We** will provide temporary alternative accommodation until the repairs are complete (practical completion). **We** will assess the requirements for each claim and determine the type and size of property that will be sufficient for the period. This **Policy** does not operate a like for like guarantee and instead provides an adequate alternative for the required period
- the cost of temporary storage of **Your Contents**
- rent which should be paid to **You** or by **You**.

### What is not covered?

**We** will not pay for any costs **You** agree to pay without **Our** permission.

## Fatal Accident benefit

### What is covered?

**We** will pay up to the **Policy** limit shown in **Your Schedule** if **You** or **Your** husband, wife or civil partner suffers injury, which results in **Your** or their death within 60 days. This must be caused by any of the following:

- an accident, assault or fire in **Your Home**
- an accident while travelling as a fare-paying passenger by train, bus, tram or licensed taxi
- an assault in the street.



## What is not covered?

We will not pay any benefit if the claim concerns:

- injury to **Your** husband, wife or civil partner if they do not normally live at the same address as **You**
- any incident happening outside the **United Kingdom**.

## Personal liability and your liability as occupier of your home

### What is covered?

#### a) Personal liability

We will pay **You** or any member of **Your Household** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs, **You** become personally legally liable to pay as a result of accidents that are not connected with **You** owning or occupying **Your Home**.

These accidents must result in:

- accidental death, bodily injury to, or illness of, any person (but not any member of **Your Household** or **Your** employees); or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

#### b) Your liability as occupier of your home

We will pay **You** or any member of **Your Household** up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs, **You** become legally liable to pay for accidents happening in and around **Your Home** as a result of being the occupier of **Your Home**.

These accidents must result in:

- accidental death, bodily injury, or illness to any person (but not any member of **Your Household** or **Your** employees); or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

We will also pay legal costs when it is necessary for **You** to pay to defend any claim which is covered by this section, or representing **You** or any other person covered by this section in any inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

We will not pay for the following:

1. Loss or damage to the property which belongs to or is in the care of:
  - **Your Household**
  - any other person who permanently lives with **You**, or
  - any person employed by members of **Your Household**.
2. Liability which only arises because **You** or **Your Household** occupy any land or building other than **Your Home**
3. Liability which arises because of **Your** trade, profession or employment or that of any member of **Your Household**
4. Any incident happening outside the **United Kingdom**
5. Liability which arises because **You** or **Your Household** own, possess or use the following:
  - animals, except domestic dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation)
  - horses, unless for recreational use
  - firearms except for shotguns or air guns which **You** or **Your Household** can legally own without possessing a firearms certificate.
6. Liability which arises because **You** own, possess or use the following:
  - **Motor Vehicles** and their accessories and trailers whilst attached
  - e-scooters

- aircraft, drones, model and toy aircraft
  - boats, boards and craft designed to be used on or in water, other than (i) those only propelled by oars or paddles (ii) pedestrian controlled toys or models.
7. Liability which arises through **You** or any member of **Your Household** passing on any contagious diseases or virus
  8. Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement
  9. Liability which arises from deliberate or malicious acts
  10. Liability arising from demolition, underpinning or other foundation or ground improvement work, construction, building, electrical or plumbing work carried out by **You** or **Your Household**, in or around **Your Home** or by contractors, sub-contractors or employees on **Your** or **Your Household's** behalf
  11. Liability arising out of professional services or advice which **You** or any member of **Your Household** may provide
  12. Any liability covered by any other insurance policy.

## Domestic staff – your liability as their employer

### What is covered?

**We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs which **You** become legally liable to pay for accidental death, bodily injury, illness or disease to any person who **You** employ under an employment contract as domestic staff in **Your Home** which is caused during the **Period of Cover** and by the work they are employed to do. The work can be anywhere within the **United Kingdom** or while travelling with **You** on temporary visits overseas.

In the same way as **You** are insured, **We** will also insure any member of **Your Household** who permanently lives with **You** and employs domestic staff.

**We** will also pay legal costs which are necessary for **You** or any member of **Your Household** to pay to defend or represent **You** or them in any inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

General **Terms** and conditions apply.

## Your liability as a tenant

### What is covered?

**We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs which **You** are legally liable to pay as a tenant for damage to the property caused by:

- loss of or damage to the **Building** by causes numbered 1 – 14
- **Accidental Damage** to:
  - (i) service pipes, cables, drain inspection covers, septic tanks and cesspits
  - (ii) all fixed glass sanitary fittings.

**We** will also pay for legal costs which it is necessary to pay to defend any claim which is covered by this section of **Your Policy**, as long as **We** have agreed to do so beforehand.

### What is not covered?

**We** will not pay for the following:

- any **Exclusion** applicable to the relevant cause
- the cost of maintenance and normal decoration
- **Your** liability for any loss or damage which happens while **Your House** is **Unoccupied** or **Unfurnished**
- liability which would fall within any of the **Exclusions** to the cover for personal or occupier's liability.

## Deeds and documents

### What is covered?

**We** will pay for the cost incurred in preparing new title deeds to **Your Home** following loss or damage by any cause numbered 1 – 15.

### What is not covered?

General **Terms** and conditions apply.

## Special events

### What is covered?

Where **You** have a valid claim under any of the causes numbered 1 – 15, **Your Contents Sum Insured** will be increased by the amount shown below for the following events:

#### Religious festivals

During the period of four weeks before and after a religious festival **Your Household** celebrate, **Your Contents Sum Insured** is increased by 15%. This is to cover gifts and food bought for the festivities.

#### Wedding/civil ceremony gifts

During the period of four weeks before and after the day of the wedding or civil ceremony of **You** or any member of **Your Household**, **Your Contents Sum Insured** is increased by 10%. This is to cover gifts and food bought for the wedding.

#### Births

During the period of four weeks before and after the birth of **Your** new born child or the adoption by **You** of a child, **Your Contents Sums Insured** is increased by 10%. This is to cover gifts and goods bought for the birth or adoption.

#### Birthdays/Anniversaries

During the period of four weeks before and after the day of the birthday or anniversary of **You** or any member of **Your Household**, **Your Contents Sum Insured** is increased by 10%. This is to cover gifts and food bought for the celebrations.

### What is not covered?

**We** will not pay for the following:

- any **Exclusion** to the relevant cause.

## Visitors' personal effects

### What is covered?

**We** will pay if **Your** social visitors' personal effects, which are damaged by any of the causes numbered 1 – 14 while those effects are in **Your House**.

### What is not covered?

**We** will not pay:

- for any **Exclusion** applicable to the relevant cause
- if covered by any other insurance policy.

## Freezer and refrigerator contents

### What is covered?

**We** will pay to replace the contents of **Your** freezer or refrigerator if they are spoiled by:

- the accidental failure of the freezing unit
- fumes from **Your** freezer or refrigerator
- accidental failure of the electricity or gas supply not caused by the deliberate act of the supplier.

### What is not covered?

**We** will not pay for:

1. loss or damage caused by:
  - vermin, insects (unless they cause failure of the freezing unit, or the electricity or gas supply) or mildew
  - any process of cleaning, repair or alteration
  - freezers or refrigerators breaking down if they are more than 10 years old
  - strikes by the company (or its employees) supplying **Your** power.
2. loss of or damage to:
  - the contents of freezers or refrigerators where the plug has been accidentally removed or the appliance has been switched off in error
  - the contents of freezers or refrigerators if **Your House** is **Unfurnished** or **Unoccupied**
  - the contents of freezers or refrigerators caused by **You** or **Your Household** during defrosting.

## Household removal

### What is covered?

**We** will pay for **Accidental Loss** or **Accidental Damage** to **Your Contents** that occurs during their permanent removal by professional removal contractors from **Your Home** to **Your** new permanent home within the **United Kingdom**.

### What is not covered?

**We** will not pay for loss of or damage to:

- **Money** or **High Risk Items**
- fragile items when **You** move home unless they have been packed by professional packers
- **Contents** while in a furniture storage facility, saleroom or exhibition.

## Student's contents

### What is covered?

**We** will pay for loss or damage resulting from causes numbered 1 – 14 to **Your Contents** temporarily removed from **Your Home** by a member of **Your Household** while kept in a locked room within college/university halls of residence, or a boarding school.

### What is not covered?

**We** will not pay for loss or damage:

- while the **Contents** are being worn, moved or carried
- caused by theft or attempted theft unless force and violence is used to enter or leave the property
- to **Contents** during holiday periods if the locked room is **Unoccupied** for more than 15 consecutive days
- to any contents kept outside the **United Kingdom**
- any **Exclusion** applicable to the relevant cause.

## Nursing home

### What is covered?

**We** will pay for loss or damage to **Your Contents** kept with **You** while residing in a nursing home resulting from causes numbered 1 – 14.

### What is not covered?

**We** will not pay for loss or damage:

- while the **Contents** are being worn, moved or carried outside of the nursing home
- caused by theft or attempted theft unless violence and force is used to enter or leave the property
- any **Exclusion** applicable to the relevant cause.

The following section only applies if Your Schedule says You have selected Personal possessions cover. It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule. Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## Personal possessions cover away from the home

### What is covered?

We will pay up to the **Sum Insured** as shown in **Your Schedule** subject to **Policy** limits if **Your Personal Possessions** suffer **Accidental Loss, Accidental Damage** or are stolen while they are:

- temporarily removed from **Your House** to anywhere within the **United Kingdom**
- temporarily removed from **Your House** to anywhere in the rest of the world for up to 60 consecutive days.

### What is not covered?

We will not pay for the following:

- See General exclusions which apply to this policy.

The following section only applies if Your Schedule says You have selected Specified items cover.

It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Specified item limit as shown in Your Schedule.

We will ask for information that is required to support the claim such as proof of ownership, value or valuations.

Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## Specified items

### What is covered?

This provides cover if **Your Specified Items** suffer loss, damage or are stolen while they are:

- temporarily removed from **Your House** to anywhere within the **United Kingdom**
- temporarily removed from **Your House** to anywhere in the rest of the world for up to 60 consecutive days
- in **Your House**.

### What is not covered?

- See General exclusions which apply to this policy.

For **Specified Items** the **Sum Insured** must represent what it would cost to buy new replacements for all **Your Specified Items**. We will not pay under any section of the **Policy** for any **Pedal Cycles** including accessories valued at more than £500 or for any single item valued at £1,500 or more that has not been listed as a **Specified Item**.

Specified **Pedal Cycles** must be locked to a fixed object when unattended outside **Your House**.

## No claim discount that applies to contents, personal possessions and specified items

**You** can find **Your** current level of no claim discount applied to **Your** existing cover in **Your Schedule**.

If your no claim discount is protected:

Once **Your** level of no claim discount has reached five years, provided **You** have not made a claim during **Your** current **Period of Cover**, for an additional premium **You** will have the option at renewal to protect **Your** no claim discount against one claim in any one **Period of Cover**. **Your** premium may still increase at renewal if you've made a claim, due to other rating factors which may apply. At renewal, depending on the number of claims or incidents recorded on **Your Policy**, **We** may be unable to offer **You** a renewal quote.



# General exclusions which apply to this policy

We will not pay for loss, damage or any liability resulting directly or indirectly from:

## War risks

- war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
- mutiny, civil commotion, military uprising, rebellion, revolution, or military or power which has been wrongly seized.

## Disease/Viruses

- any contagious disease or virus

## Sonic booms

- pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

## Radioactive contamination

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any waste resulting from nuclear fuel burning or exploding
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear installation or equipment or part of it.

## Pollution or contamination

- pollution or contamination unless it is caused by leakage of oil from any fixed heating installation or from any domestic appliance in **Your Home**.

## Deliberate acts

- acts caused deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Household**, any paying guest or tenant or anyone lawfully in **Your Home**.

## Terrorism

- terrorism is defined as the use of biological, chemical and/or nuclear force or contamination by any person(s) 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(s) or put the public or any section of the public in fear.

## Confiscation

- items being confiscated or legally taken by customs officers or other officials.

## Wear and tear

- wear and tear
- loss or damage as a result of the lack of maintenance
- loss of value over time; or
- loss or damage that happens gradually over time (for example, loss or damage as a result of wet rot or dry rot, or loss resulting from wet rot or dry rot, rusting, corrosion, the affects of light or the atmosphere, damp, condensation, fading, moths, vermin, birds, insects, fungi or other gradual deterioration).

## Indirect loss

**We** will not pay for any losses or expenses that are not directly associated with the loss, damage or incident resulting in an insurance claim, unless **Your Policy** specifically says that **We** will cover such losses or expenses.

## Other exclusions

**We** will not pay for loss, damage or any liability resulting from or consisting of:

- the costs of replacing or repairing electrical or mechanical equipment that has broken down or been misused

- faulty workmanship, design or materials
- damage caused by weather conditions
- damage caused by water entering **Your Home** other than by **Storm** or **Flood**
- reduced value after an item has been repaired or replaced
- to any **Buildings** or **Contents** caused directly or indirectly by **Computer Virus(es)** or other attacks by electronic means including hacking, phishing, denial of service act, by malfunction or by user error
- loss of or damage to any item owned or used primarily for business purposes or connected with any employment (except property defined as **Office Equipment**)
- loss of or damage to any business stock
- electronic data which includes but not limited to downloaded files, pictures, websites and music
- any loss or damage that happened before the **Period of Cover** started
- loss of or damage to any goods while being transported via postal, parcel delivery, courier or similar delivery service
- theft from any building or dwelling, which is used for holiday accommodation unless force and violence has been used to enter or leave the building
- **Motor Vehicles**, caravans, trailers, boats, canoes, personal watercraft, surfboards, sailboards, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- living creatures
- items which do not belong to **Your Household** and which **You/they** are not legally responsible for
- parachutes, sub-aqua equipment and sports equipment while they are being used
- items held by customs or other officials
- **pedal cycle** wheels/tyres or accessories unless the pedal cycle is lost, stolen or damaged at the same time
- any **Pedal Cycle** which is left unattended away from **Your Home**, unless locked to a fixed object
- any unattended specified **Pedal Cycle** which is not locked to a fixed object when outside **Your House**
- theft or attempted theft from an unattended motor vehicles unless the items are hidden from view in the boot, or closed glove compartment, all windows are closed, and all doors are locked which was broken into using force and violence
- loss of **Money** where evidence of the amount claimed cannot be provided
- the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was sent to **You** or **Your Household** before the loss or damage happened or if the notice relates to undamaged parts of **Your Buildings**
- any extra cost of altering or replacing any item or parts of an item which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design including wall or floor coverings.

## Other insurance

**We** will not pay for any loss, damage or liability that is covered by any other insurance policy. If any other insurance policy contains a similar **Exclusion** which would lead to there being no or restricted cover under this **Policy** and the other policy, **We** will pay a proportion of **Your** claim. **Our** percentage share of the claim will be calculated by comparing the **Sum Insured** under this **Policy** with that which would have applied if the other policy had covered the claim.

# General terms and conditions which apply to your policy

## Your duty of care

**You** and **Your Household** must:

- keep **Your Buildings** and **Contents** in a good state of repair and do all **You** reasonably can to avoid any accident, theft, loss or damage
- do all that **You** reasonably can to prevent further loss or damage arising as a result of an event covered by **Your Policy**.

If **You** or **Your Household** do not comply with any part of this condition, **We** have the right to not pay the claim.

## Your duty to provide accurate and up-to-date information

**You** must take reasonable care to ensure information provided or confirmed to **Us** before **You** enter into, vary or renew **Your Policy** is accurate and not misleading.

**You** also have a duty to ensure that all **Your Household Goods, High Risk Items, Personal Possessions** and **Specified Items** are insured for the full replacement cost as new at all times.

When any of the information shown in **Your Schedule** changes **You** must let **Us** know.

Please tell **Us** about changes to any of the following:

- If **You** change address
- Changes to the **Sum Insured** or **Specified Items**
- Changes to the number of **Bedrooms**
- If the **Home** is going to be let
- If the **Home** will be used for any business or commercial use
- If anyone other than **Your Household** will be living at the **Home**
- If the **Home** will be **Unoccupied** or **Unfurnished** for 30 days or more
- If the **Home** will be used as a holiday home
- If anyone living at the property receives any convictions.

Once you tell **Us** about any changes to the above **We** will advise you if **We** can continue the **Policy** and if there will be any change to the **Policy** terms and/or premium.

If **You** deliberately provide **Us** with inaccurate or misleading information, or do not take care that the information provided is accurate and not misleading, this could lead to **You** being uninsured, **Your Policy** cancelled, or voided, a claim rejected or reduced. Unless it would be unfair, **We** can also retain the premiums **You** have paid and recover any outstanding premiums. **We** may also recover any payments made on previous claims.

In all other cases, if **You** fail to take reasonable care when taking out or renewing the **Policy**, **We** will look at what **We** would have done if the information provided had been accurate and complete:

- i) if **We** would have charged **You** more premium, **We** may proportionately reduce the amount payable on any claim. **We** calculate the reduction by comparing the premium **We** actually charged with the premium **We** would have charged; and/or
- ii) if **We** would have applied different or additional **Terms** to **Your Policy** (other than an increased premium), **We** may treat those **Terms** as applying to **Your Policy** (for example these **Terms** could be an additional **Excess, Exclusion** or **Endorsement**);
- iii) if **We** would not have offered **You** a **Policy** on any **Terms**, **We** may treat **Your Policy** as if it had not existed (void) from the start date, renewal date or date **You** made any changes to it and refuse all claims under it. **We** may return **Your** premium but may recover payments made on previous claims.

Where **We** do not treat **Your Policy** as if it had not existed, **We** will let **You** know about any different or additional **Terms** which apply to **Your Policy** and/or of any reductions that will be applied to claims payments. If **You** do not wish to continue with the cover on such **Terms**, **You** may cancel **Your Policy** in accordance with the cancellation conditions contained later in this booklet.

If **We** do not want to continue providing cover on different or additional **Terms** and/or on the basis that **We** would reduce the amount payable on any claim, **We** may cancel **Your Policy** in accordance with the cancellation conditions contained later in this booklet.

## Paying your premium

**You** must pay **Your** premium (including the Insurance Premium Tax). If **You** owe **Us** money or **You** are in breach of **Your** credit agreement, **We** will contact **You** and ask for payment. If **We** don't hear from **You**, **We** will write again giving **You** a final date for payment. After this, if **You** still haven't paid, **We** will cancel **Your Policy**. **Your** credit agreement may also be cancelled.

## Renewal

- Before the renewal date of **Your Policy**, **esure** will provide **You** with details of the **Terms** on which **Your Policy** may be renewed and any changes to **Your Policy** cover. **esure** will also tell **You** what **You** need to do to renew **Your Policy**.
- If **You** pay **Your** premium by direct debit, **Your Policy** will automatically be renewed on the **Terms** provided to **You** in advance of **Your** renewal date.
- If **You** pay **Your** premium by credit/debit card and **You** have agreed to 'Continuous Payment Authority' (CPA), **Your Policy** will automatically renew using the payment details **You** have given. **Your** renewal documents will tell **You** whether **Your Policy** will renew on this basis.

**Important: If You don't want to renew Your Policy, please call esure on 0345 045 8000 at least five days before Your renewal date. If You don't, the premium may be applied for from Your bank or building society.**

- If **You** wish to change **Your** method of payment or payment details, please contact **esure** at least five days prior to **Your** renewal date to arrange this.

## Contracts (Rights of Third Parties) Act 1999

No third party will have any right or be able to enforce any term of this **Policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.

# Policy Cancellation

## Your right to cancel Your Policy including any Optional Extras

**You** can cancel **Your Policy** at any time.

### How to cancel

Call 0345 045 8000. **esure** is open Monday to Friday 8am to 8pm, Saturday 9am to 5pm and Sunday 9am to 2pm.

### Important points to consider before cancelling

- **Your Policy** can only be cancelled from the date **You** call or any later date that **You** ask.
- When **You** cancel **Your** home insurance, all cover provided by the Optional Extras will automatically be cancelled at the same time and **You** will not be covered for a claim that occurs after cancellation.
- **You** must still pay the appropriate premium due
- **You** will also be charged a **Fee**. Details of **Fees** can be found in 'Your Agreement with esure Services Limited' document'.
- If **You** or **We** cancel **Your Policy** or any Optional Extras, **You** will not be covered for claim that occurs after cancellation.
- If **You** cancel **Your** direct debit this does not mean that **You** have cancelled **Your Policy**.

### What it will cost when You cancel Your home insurance and Optional Extras:

- **You** have 14 days from the date **You** receive **Your Policy** or the date **Your Policy** starts, whichever is the later, to cancel **Your Policy**. If **You** cancel within this 14 day period **You** will receive a refund of the premium paid less a **Fee** charged by **esure**.
- If **You** decide to cancel any of the Optional Extras purchased within 14 days from the date **You** receive **Your Policy** or the date **Your Policy** starts whichever is later, **We** will refund the premium paid.
- If **You** cancel before the date **Your Policy** starts, **You** will receive a full refund and no **Fee** will be charged.
- After 14 days **You** may cancel **Your Policy**. **We** will keep an amount of premium in proportion to the time **You** have been on cover and will refund the rest to **You**, after deducting a **Fee**. **You** will not receive a refund for the Optional Extras purchased.

**We** will not refund **Your** premium if **You** have made a claim. In this situation **We** will cancel **Your Policy** but **Your** full annual premium will remain due plus the **Fee esure** charges. If **You** pay by credit instalments, **You** must still pay the balance of the full annual premium.

### Our right to cancel your policy

**We** have the right to cancel **Your Policy** at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation notice to the latest contact details **We** have for **You** and will set out the reason for cancellation. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a payment (premium or credit instalment) **We** will write to **You** requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. **We** will also tell **You** that if payment is not received by this final date **Your Policy** will be cancelled. If payment is not received by that final date, **We** will cancel **Your Policy** with immediate effect and notify **You** in writing that such cancellation has taken place. **Your** credit agreement may also be cancelled. **We** may also refer **Your** details to a debt collection agency and **Your** credit rating may be impacted;
- Where **You** are required in accordance with the **Terms** of this **Policy** to cooperate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven-day cancellation notice period;

- Where there is a material failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed 'Your duty of care' in the 'General terms and conditions which apply to your policy';
- Where **We** identify serious grounds such as the use of or threat of violence or aggressive or abusive behaviour, intimidation or bullying towards **Our** staff, agents, suppliers or **Our** property.

If **We** cancel **Your Policy**, and **You** have made a claim **You** will still have to pay the full premium plus the **Fee** esure charges. If **You** have not made a claim **You** will have to pay the premium for the **Period of Cover You** have used plus the **Fee** esure charges. In some cases this will result in **You** receiving a refund of the part of **Your** premium you have not yet used less any **Fee** that applies. The current fees are shown in **Your** Agreement with esure.

If **We** cancel **Your** home insurance at any time, **We** will automatically cancel any cover provided by the Optional Extras. The premium **You** paid for these Optional Extras will be refunded less a pro rata charge for the time **You** have been on cover unless **You** have made a claim.

### Immediate cancellation

**We** also have the right to cancel **Your Policy** immediately where **We** have reasonable grounds to believe **You** or anyone acting for **You** has deliberately or recklessly provided inaccurate information or acted fraudulently. **We** may keep any premium **You** have paid. **We** may also cancel any other policy **You** have with **Us**. Please see paragraph headed 'Fraud' under 'How to make a claim'.

# Complaints procedure

**We** always aim to get things right first time for **Our** customers although **We** know that sometimes **You** will feel this hasn't happened. **We** want to hear about this so **We** have an opportunity to put things right for **You**.

If **You** need to complain **We** are committed to having an accessible process where **We** will always try to resolve things speedily and at the earliest possible stage.

The majority of problems can be put right with just one phone call so please follow the steps below:

## Step One

If it's about **Your** claim please call **Us** on:  
0345 601 7076

If it's about anything else then call **Us** on:  
0345 602 1342

Every effort will be made to sort things out for **You** within 3 days. Once we've resolved **Your** complaint **We** will send **You** an email or letter just to confirm you're happy with what's been agreed – this is a Summary Resolution Communication. This will tell **You** about the complaints service **We** offer and how the Financial Ombudsman Service can help, should **You** need it.

## Step Two

When a complaint can't be resolved quickly or **You** aren't happy with the initial resolution **Our** Customer Relations team are here to help **You**. This is a dedicated team who will carry out an independent review for **You** and they act with the full authority of **Our** Chief Executive.

**We'll** contact **You** to tell **You** who will own **Your** complaint and how long **You** can expect to wait for a decision. **We** will write to **You** with **Our** view – this is known as a 'final decision' letter.

The email address is [CustomerRelationsExec@esure.com](mailto:CustomerRelationsExec@esure.com) or **You** can write to;

Customer Relations Department  
esure  
The Equinox  
19 Cadogan Street  
Glasgow  
G2 6QQ

## Step Three

If after considering **Our** final decision or the outcome of Step One and you're still unhappy **You** can approach the Financial Ombudsman Service. They're an independent body that arbitrate on complaints about insurance and other financial services.

**You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date our final response.**

If **You** do not refer **Your** complaint in time, the Ombudsman will not 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.

Their website has a great deal of useful information [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** can contact them on;

Tel: 0300 1239 123 or 0800 0234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Address:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

## Optional extras – your cover

Please read **Your Schedule** to see if **You** are covered for any or all of the following sections:

- Family Legal Protection
- Home Emergency
- Pest

It is important that **You** read the General **Terms**, conditions and **Exclusions** that apply to these sections of this **Policy**:

Family Legal Protection, Home Emergency and Pest are arranged by esure Services Limited.

esure Services Limited are Authorised & Regulated by the Financial Conduct Authority number 312063.

Family Legal Protection is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited, Home Emergency and Pest are administered by AXA Assistance (UK) Limited and underwritten by InterPartner Assistance SA (UK Branch).



# Family Legal Protection

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 Europe 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**.

## 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**.

## 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.

### 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.

## 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.

## Definitions

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

### 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**.

### 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 Europe 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

## 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 household 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.

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

## 1. Employment disputes

### What is covered?

**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**.

### What is not covered?

#### 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.

## 2. Contract disputes

### What is covered?

**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).

### What is not covered?

#### 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.

## 3. Personal injury

### What is covered?

**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.

## What is not covered?

### 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.

## 4. Property Infringement

### What is covered?

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

### What is not covered?

### 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**
  - ii) **Landslip**
  - iv) Mining or quarrying

Please note that a £250 excess applies to this section of the wording.

## 5. Property Damage

### What is covered?

**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.

### What is not covered?

### 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**
  - ii) **Landslip**
  - iv) Mining or quarrying

Please note that a £250 excess applies to this section of the wording.

## 6. Property Sale and Purchase

### What is covered?

**Costs** to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main home.

### What is not covered?

#### Claims

- Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home
- Where the amount in dispute is below £250 plus VAT
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.

## 7. Tax

### What is covered?

**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.

### What is not covered?

#### Claims

- Where **You** are self-employed, a sole trader or in a business partnership
- Any case dealt with by Special Civil Investigations Office, or any other special office of HMRC.

## 8. School Admission Disputes

### What is covered?

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

### What is not covered?

#### Claims

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

## 9. Legal defence

### What is covered?

**Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances:-

- In a prosecution brought against **You** in a court of criminal jurisdiction arising out of **Your** work as an **Employee**
- as a **Data Controller** for compensation under **Data Protection Legislation**
- In civil proceedings brought against **You** under legislation for unlawful discrimination arising out of **Your** work as an **Employee**



## What is not covered?

### 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.

## 10. Jury service and court attendance

### What is covered?

- 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.

### What is not covered?

Any claim if **You** are unable to prove **Your** loss.

## General exclusions

1. There is no cover where:-
  - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
  - c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
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.

#### 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.

## Cancellation

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

## Complaints

**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. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** 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  
Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

## The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

## Authorisation

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

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

# Home Emergency

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

This policy is underwritten by Inter Partner Assistance SA (UK Branch) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance UK Financial Conduct Authority Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

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

**Your** policy provides assistance in the event of the specified Home Emergencies, which impact the safety and security of **Your Home**, potentially rendering it uninhabitable. It is not designed to replace **Your** buildings and contents insurance and will not provide assistance for normal day to day home maintenance.

## Important information

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **You** must follow for the policy to cover **Your** claim.

### How to make a claim:

Please call the 24 hour **Emergency** helpline as soon as **You** are aware of the **Emergency** on 0345 601 7624.

Are **You** having one of the following **Emergencies**?

- Plumbing and drainage
- Security (i.e. glazing & locks)
- Boiler & heating system.

Please have as much information as possibly to hand including **Your** policy number, to enable **Us** to assist **You** as quickly as possible. Please note that the excess payment will be taken at the point of the claim.

All phone calls to **Us** are monitored and recorded as part of our training and quality assurance programmes. By using this service **You** are agreeing to **Us** recording **Your** call.

### What will happen next:

If **You** suffer an **Emergency** at **Your Home**, **You** should tell us on the **Emergency** telephone number.

**We** will then:

- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and take the excess payment. **We** will then arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim on a **Reimbursement Basis**;
- **We**, along with **Our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency Repair**;
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, **We** will contribute up to £250 including VAT towards the cost of **Your** (including **Your** pets) accommodation (local to the **Home**) including transport, on a **Reimbursement Basis**;
- **We** would always recommend that **You** arrange for a **Permanent Repair** to be completed by a qualified tradesperson as soon as possible, once **We** have carried out an **Emergency** repair and contained the **Emergency** for **You**, as this may only provide a temporary solution to the problem.

## Claims under this policy can only be made by:

**You, Your** immediate family, lodger or anyone calling on **Your** behalf. Anyone calling on **Your** behalf must have **Your** agreement.

If the **Emergency** repair costs more than £500 including VAT **We** will require **You** to contribute the difference or subject to **Our** prior agreement and on receipt of **Your** engineer's fully itemised and paid invoice, **We** would pay **You** up to £500 including VAT as a contribution to a repair which **You** will arrange **Yourself**, taking account of costs already reasonably incurred by **Our** Authorised Contractor, for the initial visit.

This will be in full and final settlement of **Your** claim.

When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition.

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will refund the cost of **Your** contractor up to £500 including VAT less any excess payable, as shown on **Your Schedule**.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement. If a new boiler or heating system is installed, **You** will also need to provide the make, model, serial number and Gas Council number.

**We** will only reimburse the cost of the **Emergency Repair** applicable under the policy.

## Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

## Getting our claims costs back

If **We** think someone else is at fault for a claim that **We** pay, **We** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **We** make.

Anyone making a claim under this policy must give **Us** any help and information that **We** need.

## Parts availability

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

**We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **Emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control.

In these cases **We** will not be able to avoid delays in repair, **We** will keep **You** informed throughout **Your** claim.

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

## Definitions

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

### Authorised Contractor

A tradesperson authorised by **Us** to assess **Your** claim, and carry out repairs in **Your Home** under this policy and under **Our** delegated authority.

### Beyond Economical Repair

Means where **We** estimate that the cost of repairing **Your** primary heating and/or hot water system would be more than its current value, or, that **We** are unable to obtain spare parts to repair it.

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under this section of the policy.

### Covered/Insured Events

**Emergency** to essential services in **Your Home** listed in the sections headed "What is covered".

### Emergency

A sudden and unforeseen incident in **Your Home** which immediately; Exposes **You** or a third party to a risk to health or; Creates a risk of loss or damage to **Your Home** and/or any of **Your** belongings or; Makes **Your Home** uninhabitable.

### Emergency Repairs

Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

### Home

The house or flat shown on **Your** policy schedule, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

### Insured/You/Your

**You**, the policyholder, and/or any member of **Your** immediate family permanently living at **Your Home**.

### Period of Insurance

One year from the start or renewal date shown on **Your** policy schedule. If a mid-term adjustment has been made, the date on **Your** new policy schedule.

### Permanent Repair

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

### Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the engineer/installer/supplier/**Authorised Contractor's** fully itemised invoice, **We** will pay **You** a contribution to a repair which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim and must be submitted to **Us** within 6 months of the invoice date.

### Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the **Emergency**. **You** will need to replace this with a **Permanent Repair**.

## Trace and Access

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.

## United Kingdom

Great Britain and Northern Ireland.

## Unoccupied

When **Your Home** is not being lived in by **You** or any member of **Your Household** 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** do not constitute occupancy.

## We/Us/Our

Inter Partner Assistance UK, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **You** to receive the Home Emergency services described in this policy using **Authorised Contractors**. **We** also include esure Insurance Company Limited in the Data Protection section.

## 1.Plumbing

### What is covered?

An **Emergency** relating to:

- 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**;
- A leak from; **Your** toilet, the pipes leading to and from the shower or bath, the internal section of the overflow pipe, or the central heating water pipes.

### What is not covered?

- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;
- Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins;
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;
- 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 is 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**.

## 2.Drainage

### What is covered?

An **Emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of **Emergencies** that **You** would be covered for:

- Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;
- Blocked bath, toilets or external drainage;
- Blocked or leaking soil vent pipes, provided **You** are solely responsible for this.

## What is not covered?

- Repairs to drains that are the responsibility of the local water authority (even if they are 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;
- Regularly cleaning **Your** drains and any descaling of **Your** drains;
- Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;
- Repairing or unblocking drains which are used for commercial purposes;
- Making 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 down the drain, 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**.

## 3.Security

### What is covered?

An emergency relating to windows, external doors, locks or keys which creates an immediate risk to the health and safety of **You** or a third party, or leaves **Your Home** unsecure.

For an emergency relating to windows:

- Broken and cracked windows which result in the **Home** not being secure;
- **We** will undertake an **Emergency Repair** using boarding or similar material to resolve the immediate security risk.

For an emergency relating to keys and locks:

- We will gain access to, or secure **Your Home** through an external door where **You** have no alternative due to failure of the external locking mechanism to the door.

### What is not covered for windows, keys and locks?

- Fences, outbuildings and detached garages, damage to windows, doors or locks
- Double glazing where one pane is broken but the other is intact and the **Home** is therefore secure
- Replacing and installing locks and keys.

## 4.Boiler and heating system

### What is covered?

Complete failure or breakdown of **Your** primary heating/hot water system, resulting in no hot water and/or heating.

### We will also cover you for:

- A loss of water pressure within a boiler due to a fault;
- A water leak from the boiler/heating system
- A boiler that is over heating and cannot be switched off creating a safety issue.

### Included:

**Your** primary heat boiler within **Your Home**, the output of which does not exceed 60kW. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.

If **You** have recently moved into **Your Home**, **We** recommend that a service is carried out on **Your** boiler and central heating system.

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

## What is not covered?

- Commercial boilers or heating systems with an output of over 60kW;
- Any heating system which is not 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 breakdown (e.g. where a noise has developed) or where the fault is not apparent to **Our Authorised Contractor**;
- Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **Your** boiler or main heating system;
- Any claims related to solar heating;
- Repair or replacement of boilers that have been declared as **Beyond Economical Repair** by **Our Authorised Contractors** are not covered;
- Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. 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;
- Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions. It is **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 do not comply with the regulations applicable at the time
- Any damage caused directly or indirectly by smart home devices.

## 5. Temporary heating

### What is covered?

If **You** have no heating and a part needs to be ordered following the engineer's first visit, or if **We** are unable to repair the boiler/heating system, **You** have the option to either purchase heaters up to a value of £50 including VAT on a **Reimbursement Basis**.

Alternatively **We** can deliver two temporary heaters to **Your Home**. These heaters are **Yours** to keep.



## General exclusions

We will not cover the following:

- 1) Any excess applicable per claim as shown on **Your Schedule**
- 2) A repair if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
- 3) Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy;
- 4) Any loss where **You** did not contact **Us** to arrange repairs;
- 5) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 6) Any **Emergency** in a **Home** that has been left **Unoccupied**
- 7) Any defect, damage or failure caused by:
  - i) modification or attempted repair to all or any part of **Your** property by **You** or **Your** own contractor which results in damage to that or another part of **Your** property;
  - ii) failure to comply with recognised industry standards;
  - iii) **Your** or **Your** contractor's malicious or wilful action, misuse or negligence;
  - iv) Third party interference, including attempted repairs or modifications which do not meet recognised industry standards at the time work was carried out.
- 8) 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;
- 9) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- 10) This insurance does not 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 or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**;
- 11) If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **Your** local water authority, utility company or boiler manufacturer;
- 12) No costs for repairs, parts or services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance;
- 13) Cost of **Trace and Access** to locate the source of the **Emergency**;
- 14) Any boiler inspections or any other **Emergency** repairs where asbestos may be disturbed;
- 15) The removal of asbestos;
- 16) Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**;
- 17) When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
- 18) 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**;
- 19) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America;
- 20) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly fuel or its nuclear component.

## Cancellation

Please refer to the cancellation section of the Home policy booklet on how **You** can cancel **Your** Home Emergency policy.

## Fraud, misrepresentation and non-disclosure

If **We** find that **You**, anybody insured by this policy or anyone acting for **You** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Mised **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **Us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer, **We** may;
- Cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy;
- Refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **We** have incurred;
- Amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

## Complaints procedure

**We** will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

If **You** have a complaint about **Our** service, **You** can write to **Our** Customer Relations Manager at:

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

Or **You** can phone **Us** on: 01737 815 913 or **You** can email **Us** at:

[homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

**We** will deal with **Your** dissatisfaction as soon as **We** can and try to reach an amicable resolution.

If **We** are unable to reach a resolution within 8 weeks or if **You** are not happy with **Our** resolution, **You** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **Your** legal rights.

## FSCS

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk) on the compensation levels and limits.

## Data protection

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

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

These activities may include:

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

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

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, 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](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://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 would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

## Pest

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

This section is underwritten by Inter Partner Assistance SA (UK Branch) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance UK Financial Conduct Authority Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

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

## Important information

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **You** must follow for the policy to cover **Your** claim.

## How to make a claim

Please call the 24 hour helpline as soon as **You** are aware of the infestation on 0345 601 7073.

Please have as much information as possible to hand including **Your** policy number, to enable **Us** to assist **You** as quickly as possible.

All phone calls to **Us** are monitored and recorded as part of our training and quality assurance programmes. By using this service **You** are agreeing to **Us** recording **Your** call.

### What will happen next:

If **You** suffer an infestation at **Your Home**, **You** should tell us on the helpline telephone number. **We** will then:

- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim;
- **We**, along with **our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £150 per claim including VAT, for the call out, labour, and extermination and/or control of wasps' and/or hornets' nests, rats, mice and/or grey squirrels in the event of an **Emergency**
- **We** will organise and pay up to £200 including VAT for the maximum of 3 treatments per claim for the treatment/extermination of bed bugs in one infested area in the event of an emergency.

### Claims under this policy can only be made by:

**You**, **Your** immediate family, lodger or anyone calling on **Your** behalf. Anyone calling on **Your** behalf must have **Your** agreement.

When **We** attend for the **Emergency** **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition.

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Availability of a specialist.

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve

**Your Emergency** and **We** will refund the cost of **Your** contractor up to the policy limit, inc. VAT.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement

## Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

## Definitions

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

### Authorised Contractor

A tradesperson authorised by **Us** to assess **Your** claim, and carry out extermination of pests in **Your Home** under this policy and under **Our** delegated authority.

### Covered/Insured Events

**Emergency** in **Your Home** listed in the sections headed "What is covered".

### Emergency

A sudden and unforeseen infestation of **Your Home** by pests that if not dealt with quickly may:

- a) Cause risk to **Your** health and/or damage to **Your Home**; or
- b) Make the house uninhabitable.

### Home

The house or flat shown on **Your** policy schedule, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

### Insured/You/Your

**You**, the policyholder, and/or any member of **Your** immediate family normally living at **Your Home**.

### Period of Insurance

One year from the start or renewal date shown on **Your** policy schedule. If this section was added mid-term cover will continue until the Home Insurance Policy's renewal date. **Emergencies** that happen within the first 14 days of the start of the policy cover will not be covered, this does not include renewed policies.

### Pest(s)

- a) Wasps' and/or hornets' nests
- b) Rats
- c) Mice
- d) Grey squirrels; or
- e) Bed bugs.

### Reimbursement Basis

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

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under the policy.

## United Kingdom

Great Britain and Northern Ireland.

### Unoccupied

When **Your House** is not being lived in by **You** or any member of **Your Household** for more than 30 consecutive days. By lived in **We** mean staying in and sleeping overnight for at least 3 nights in a row every week. Visits to check on **Your Home** do not constitute occupancy.

### We/Us/Our

Inter Partner Assistance UK, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **You** to receive the **Emergency** services described in this Policy using **Authorised Contractors**. **We** also include esure Services Limited in the Data Protection section.

## 1. Wasps' and/or hornets' nests, rats, mice and grey squirrels

### What is covered?

**We** will pay up to £150 per claim including VAT, for the call out, labour, and extermination and/or control of wasps' and/or hornets' nests, rats, mice or grey squirrels in the event of an **Emergency**.

**We** will treat all **Emergencies** linked by cause or time as one **Emergency**.

### What is not covered?

- **We** will not pay for any damage caused by the **Emergency**
- **Emergencies** that happen within the first 14 days of the start of the policy cover; this does not include renewed policies
- **Your** failure to follow recommendations made by **Us** or by **Our Authorised Contractor** on pest prevention and hygiene measures
- **Pest(s)** found outside **Your Home**, such as in detached garages and outbuildings
- When **Your Home** has been **Unoccupied** for 30 days or more.

## 2. Bedbugs

### What is covered?

**We** will pay up to £200 including VAT for the maximum of 3 treatments per claim for the treatment/extermination of bed bugs for one infestation at the **Home** in the event of an **Emergency**.

### What is not covered?

- **We** will not pay for any damage caused by the **Emergency**
- **Emergencies** that happen within the first 14 days of the start of the policy cover, this does not include renewed policies
- **Your** failure to follow recommendations made by **Us** or by **Our Authorised Contractor** on pest prevention and hygiene measures
- The cost of replacing and taking away a bedbug infested mattress
- When **Your Home** has been **Unoccupied** for 30 days or more.

## General exclusions

We will not cover the following:

- 1) Attend or continue with the claim if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
- 2) Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy;
- 3) Any loss where **You** did not contact us to arrange control and/or extermination;
- 4) No costs for services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance;
- 5) Cost of **Trace and Access** to locate the source of the **Emergency**;
- 6) The removal of asbestos;
- 7) Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**;
- 8) If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority
- 9) We will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
- 10) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **Our Authorised Contractors** being able to attend to the **Emergency** or carry out work in **Your Home**;
- 11) **We** will not cover any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- 12) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

## Cancellation

Please refer to the cancellation section of the Home policy booklet on how **You** can cancel **Your** Pest policy.

## Fraud, misrepresentation and non-disclosure

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- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Mistled **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **Us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer, **We** may;
- Cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy;
- Refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **We** have incurred;
- Amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

## Complaints procedure

**We** will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

If **You** have a complaint about **Our** service, you can write to **Our** Customer Relations Manager at:

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Inter Partner Assistance UK,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey,  
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or **You** can phone **Us** on: 01737 815 913 or **You** can email **Us** at:

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Financial Ombudsman Service  
Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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## FSCS

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information on the compensation levels and limits at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data protection

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**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:

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

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

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, 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](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://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 would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.





# Key Contact Information



## My Account

Whenever you want to, wherever you are, head to [esure.com/myaccount](https://esure.com/myaccount) and you can:

- » Find all your documents
- » Get questions answered
- » Register a claim
- » Find your loyalty offers



## Live Chat and Chatbot

If you need help, you'll find it online. You can either talk to one of our specialists on **Live Chat** or ask our **Chatbot** any questions you like about insurance. Just head to [esure.com/myaccount](https://esure.com/myaccount) or [esure.com](https://esure.com) and click '**Need help?**' at the bottom right-hand corner.



### Other handy contact details

Customer Services	0345 045 8000
Claims	0345 601 7072
Out of hours claim notification	0345 601 7072
24-hour Legal Advice Helpline	0345 601 7070

### To use your Optional Extras

Please check your Schedule to ensure you are covered before phoning these lines. If you are unsure, please contact us.

24-hour Family Legal Protection	0345 603 7872
24-hour Home Emergency cover	0345 601 7624
24-hour Pest Cover	0345 601 7872

If you have a hearing or speech impairment, you can also contact us by specialised text phone. Simply add the prefix 18001 to any of our telephone numbers to use the Text Relay service.

#### Customer service phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm, Sunday 9am-2pm.

#### Claims phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-4pm.

Car and home insurance are arranged and administered by esure Services Limited. Registered in England and Wales No. 2135610 at The Observatory, Reigate, Surrey, RH2 0SG. Authorised and regulated by the Financial Conduct Authority No. 312063.