



# Home insurance

## Home insurance

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#### Welcome

Thanks for buying home insurance with Ageas via Amazon. We're one of the UK's largest insurers, protecting millions of people and businesses across the country, so you can have peace of mind that you're in safe hands.

It's important that you understand who 'we' are, so that you know who to contact about your policy or if you need to make a claim. When we use the words 'Ageas', 'we', 'our' or 'us' we mean **Ageas**, which is a trading name of **Ageas Retail Limited** and its sister company **Ageas Insurance Limited**. Each company has a different purpose and is here to help you in different ways:

**Amazon** – distribute the policy to you by making it available to purchase from us, and will use the payment method you have selected in your Amazon wallet for future authorised payments.

**Ageas Retail Limited** – we are here to help you manage your policy. We should therefore be your point of contact regarding anything to do with your policy, such as making changes, renewal or cancellation.

**Ageas Insurance Limited** – Underwriters of your home insurance policy and also your point of contact in the event of a claim.

If you're ever not sure who to contact, don't worry, as we will provide the relevant contact details as we guide you through each part of the policy. You can also find out more about us in your Terms of Business Agreement (TOBA) or on our website www.ageas.co.uk

This policy document, along with your Statement of Fact and TOBA, make up your agreement with us. The agreement is based on the information that you provided when you applied for the policy, so it's important that this is correct.

If there are any changes to your circumstances, do let us know as soon as possible, as they could affect your cover. You can see a list of the kind of things we need to hear about and how to contact us on page 55.

This document also tells you what is and isn't covered by your home insurance policy. We've tried to make it as clear as possible when your policy will cover you and when it won't. If anything's not clear to you, please call us on **0345 166 6384**.

Hopefully, you'll never need to claim, but if you do we promise to deal with it as quickly as possible, leaving you one less thing to worry about.

Thanks again for choosing Ageas.

#### Your Ageas Team

## Your policy in a nutshell

We've designed our home insurance policy to cover you against the unexpected. However, like all insurance policies, there are things we will and won't cover.

Here's a brief overview of the main things that your policy will pay out for. You'll find the full details later in this document.

#### **Buildings insurance**

Some of the main reasons customers make a claim on their buildings insurance include:

- Their property has been damaged by a storm, a fire or leaking water.
- The fixtures and fittings in the property, such as bathrooms and kitchens, have been damaged.

#### **Contents Insurance**

Some of the main reasons customers make a claim on their contents insurance include:

- · Their home has been burgled.
- Their carpets, electrical goods or freezer food have been accidentally damaged.

Some of the main reasons we won't pay all or part of a claim are:

- The damage was due to general wear and tear, poor design or workmanship.
- The claim was for accidental damage to a carpet, but the customer hadn't bought the additional accidental damage cover.
- The claim was for personal belongings that were lost, stolen or damaged away from home, but the customer hadn't bought the additional personal belongings cover.
- The maximum claim limits shown on the Statement of Fact were not enough to replace their property and belongings as new.

#### Wear & Tear

Almost everything in your home will suffer from general wear and tear over time. You can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles, and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for example, your roof leaks because you haven't looked after it, that's when we may not be able to pay a claim.

## Making sense of your policy

We've tried to make this document as easy to use and understand as possible. However, there are still a handful of words and phrases that you may not be familiar with. We've explained these where we use them in the document.

Some words also have a technical meaning, so while they may sound straight forward, they have a very specific meaning when we mention them in your policy. We've defined all those words below, and these definitions apply wherever we use those words in the rest of the document. The Legal Expenses and Home Emergency sections of cover have their own definitions, which will be shown at the start of the relevant cover

**Buildings** – When we use the word 'buildings', we mean the structure of your home, including any fixtures and fittings. We also mean:

- Garages and outbuildings, such as summer houses, sheds and greenhouses, as long as they are fully enclosed. Just to be clear, outbuildings doesn't include structures that are designed to be open on any side, such as carports or gazebos.
- Garden walls, gates and fences.
- Paths, drives and patios.
- Permanent swimming pools (made of brick, stone or concrete), fixed hot tubs and ornamental ponds.
- Hard tennis courts.
- Solar panels.

'Buildings' doesn't mean any structure designed for use on a temporary basis, such as tents or gazebos. It also doesn't mean land or things in your garden such as flowerbeds, hedges, lawns (or artificial lawns), natural ponds or pools, plants, shrubs or trees. Finally, it doesn't mean anything used for trade or business purposes.

Contents – When we use the word 'contents', we mean any items that you or your family own or are responsible for, including Personal Belongings. Just to be clear, 'contents' does not mean:

 Aircraft, gliders, hang gliders and microlights, or any of their parts or accessories.

- Any motorised watercraft or sail boats, or any of their parts or accessories.
- · Animals, birds or fish.
- Items held or used for business purposes (even if only occasional business use), except home office equipment that is used for administrative activities undertaken at your home.
- Caravans, trailers and 'motor vehicles', or any of their parts or accessories, except motorbike clothing and helmets.
- Interior decorations.

Family – When we mention the word 'family', we mean anyone who permanently lives in the home but not lodgers or other paying guests.

**Home** – When we use the word 'home', we mean the property, including any garages and outbuildings, at the address which you've insured.

Money – When we use the word 'money', we mean cash, cheques, gift cards, vouchers, traveller's cheques, travel tickets, phone cards, premium bonds, postal orders, unused postage stamps, as well as any kind of payment stamp for a utility provider, such as a gas or electricity supplier. We also mean 'credit cards', which includes charge, debit, and cash cards. There are separate limits for 'money' and 'credit cards' and these are shown on your Statement of Fact. We won't cover any of these items if they're used for business purposes.

## Making sense of your policy (continued)

Motor Vehicles – When we use the words 'motor vehicles' we mean any mechanically or electrically propelled or assisted vehicles, whether designed for road use or not but this does not include:

- Domestic garden machinery that isn't taxed for use on a public road.
- Electrically Assisted Pedal Cycles (EAPC's) that can be used on a public road without a licence and cannot be propelled by the motor when travelling at more than 15.5mph.
- Golf trolleys that are controlled by someone on foot.
- Motorised model or toy vehicles that cannot go over 8mph.
- Powered wheelchairs and mobility carriages that are not registered with DVLA for use on a public road.

Statement of Fact – This is a document that you will have been given when you set up your policy. It contains all the specific details of your policy, such as the maximum claim limits and the dates when the policy starts and ends. It will also include the address of the property that is insured along with details of the excesses and whether any of the optional elements of cover are included or not. We'll issue you a new Statement of Fact each time you renew or change your policy.

Unoccupied – By unoccupied, we mean that your home hasn't been or won't be lived in for more than 60 days in a row, or doesn't contain enough furniture to be lived in normally. Regular visits to the home, or occasional overnight stays, would not count as your home being lived in or as a break in this period. You must tell us if you are planning on being away from your home for more than 60 days in a row or if your home is going to be unfurnished for any amount of time.

Just to be clear, wherever we use the word 'unoccupied' under 'What's not covered'; this means if your property is 'unoccupied' there is no cover under those parts of the policy from the first day you leave your home. The only time this will change is if you are away from your home due to unforeseen circumstances and it is not possible to contact us. If this happens, normal cover will apply for up to a maximum of 60 days but will end as soon as it would have been possible for you to contact us.

Other Important words – When we use the words 'Ageas', 'we', 'our' or 'us' – then we're talking about Ageas, a trading name of Ageas Retail Limited and its sister company Ageas Insurance Limited.

As explained in the welcome note, don't worry if you are unsure who to contact, we will provide the relevant contact details as we guide you through each part of the policy. You can also find out more about us in your Terms of Business Agreement or on our website www. ageas.co.uk.

Finally, where we use the word 'you' or 'your' – we're talking about the people named on the Statement of Fact as 'the policyholder'.

# Guide to making a claim on your buildings or contents insurance

## 1 Before you contact us

If something's been stolen, or your property has been damaged during a riot or by vandalism, you must start by calling the Police and please make sure you get a crime reference number. Try and make every effort to get something back if it's been lost, for example, by calling lost property at the place where it was left.

It's really important that you don't throw away any damaged items until we say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without us agreeing to this first.

Finally, don't negotiate or settle any claims made against you, unless we've written to you to say you can.

## 2 To report a claim call our claims helpline on 0345 165 5790

Our helpline is open 365 days a year, 24 hours a day for emergencies, so someone will always be here to get your claim started whenever you call us. It's also quick & easy to report claims online for events such as storm, damage to food or to your laptop, phone, tablet or carpet. It could take as little as 5 minutes, just go to ageas.co.uk/make-a-claim.

If you're making a claim on an optional cover please contact:

ARC Legal Assistance Ltd for **Legal Expenses** on **0345 128 7946** AXA Assistance for **Home Emergency** on **0345 128 7939**.

You can find more information on how to make a claim for optional cover in the relevant sections of this policy.

#### 3 How we'll handle your claim

If your claim is an emergency, and something needs urgently repairing,

Need to make a claim?

we'll arrange for one of our approved partners to contact you within two hours. For non-emergencies, we'll still make sure a repairer calls within 24 hours.

For any claim that is made you will need to be able to prove or substantiate that an insured incident covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage you have suffered.

You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase in some cases.

If we approve your claim, we'll ask you to pay the excess. We'll then repair or replace your damaged, lost or stolen items, or rebuild your property, depending on the type of claim. Alternatively, we may make you a cash offer, if we do and it is available you can choose to take this in the form of an Amazon voucher. We'll decide which way of paying your claim is most appropriate.

If we suggest a repair, rebuild or replacement, we may offer to use one of our own partners. However, if you wish to use someone else, you're free to do so, but if this is more expensive than the rate we can get from one of our partners, we won't pay for the extra cost. All repairs carried out by one of our partners are guaranteed for at least 12 months.

If we decide to offer you a cash payment, we will pay you the loss in value of your buildings or contents or the estimated cost of rebuilding, repairing or replacing them, whichever is the lowest.

You'll need to let us negotiate, defend or settle any disputes or claims on your behalf. You'll also need to let us take legal action in your name to get back any payment we've made under this policy.



0345 165 5790

# Guide to making a claim on your buildings or contents insurance (continued)

## What is the excess and how does it work?

The excess is the amount that you'll have to pay towards any claim you make. For example, if you make a claim for  $\mathfrak{L}1,000$  and have an excess of  $\mathfrak{L}150$  on your policy, we'd only pay you  $\mathfrak{L}850$ .

There are different excesses for different parts of your home insurance policy. You'll find the details of these in your Statement of Fact, which you were given when you bought your policy. In some cases, we don't apply an excess. We'll tell you where that's the case at the relevant part in the policy.

If you need to claim on more than one part of your buildings or contents policy for the same event, we'll only make you pay one excess. This will be the highest excess that applies to the parts of your policy that you're claiming under.

#### Matching sets & suites

We treat each separate item of a matching pair, set or suite of furniture, soft furnishings, bathroom suite or other fixtures and fittings as a single item. If an item that's part of a matching set or suite is damaged, we'll aim to repair it or provide an identical replacement. However, if it's not possible to provide a suitable repair or replacement, we'll only pay for the damaged item. Just to be clear, we'll not make any contribution for undamaged items that are part of a set or suite.

If an item in a matching set or suite is lost or damaged, the undamaged matching items may lose some value even if they haven't been lost or damaged themselves. This loss of value is not covered by your policy.

#### Matching carpets & floor coverings

If you've got matching carpets or other types of floor covering in more than one room or area of your home, and there is a break between them, then we'll treat each room or area as separate. By 'break' we mean anything used to join or divide carpets and flooring, for instance door bars, floor strips, transition strips and thresholds. We'll only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

For example, if a lounge and dining room were separated by an open archway and there was a break between two matching carpets, if only the lounge carpet was damaged we wouldn't pay for the matching dining room carpet.

## Matching sets of jewellery & other items

We treat pairs or sets of jewellery or anything other than that described in 'Matching sets & suites' and 'Matching carpets' as one item. So, for example, if your bag of golf clubs was stolen, we'd treat these as one item, and would only pay up to the maximum claim limit for a single item to replace the entire set. Similarly, if you lost a pair of earrings, we'd treat the pair as one single item.



## Claim limits on your policy

The maximum your policy will pay depends on the type of claim you're making.

When you buy your policy, you'll agree an overall amount of cover, what we call your maximum claim limit but there are also other smaller limits, for things such as money.

Similarly, some types of claims will fall outside the maximum claim limit. For example, claims for temporary accommodation won't count towards the overall claim limit that was agreed when you bought the policy, however, each of these parts of cover still have their own separate limit.

You can find the maximum claim limit and any other limits to the amount we'll pay you in your Statement of Fact.

It's really important that you've got the right amount of cover in place for your needs. You need to make sure you have taken out enough cover to rebuild your property and replace your possessions as new. If you have not taken out enough cover this may have an effect on whether we pay your claim or how much we pay.

To help work out the rebuild cost of your home, visit the Building Cost Information Service at calculator.bcis.co.uk, provided by the Royal Institute of Chartered Surveyors, where you'll find a free to use calculator.

To work out the value of your contents, make a list of all your belongings and calculate what it would cost to replace them as new. You should allow enough to replace them with the same quality and specification as the originals, or if this is not possible the nearest available alternatives.

If you make a claim and we discover that you didn't have enough cover, there are a number of different ways that we can handle your case.

If our team decide that we wouldn't have offered you insurance if you'd given us more accurate information when you bought your policy, we won't be able to pay any of your claim and we will void your policy, see section 'How your policy can be cancelled' on page 56 for more details.

In most cases, however, we'll pay some of your claim. To work out how much we'll pay, we'll calculate what we'd have charged to offer you the right amount of cover needed, for you to insure your buildings or contents as described above. We then work out what percentage of this new premium you actually paid, and this will be the percentage of your claim that we pay.

So, for example, if you bought £75,000 of cover for your contents, and we calculate that they're actually worth £100,000, we'll calculate how much you would have had to pay us to cover you for the full amount.

If you were paying £120 a year for your cover, and we calculate that you would need to have paid £200 a year for the level of cover you needed, we'd calculate that £120 is 60% of £200. As a result, we'd only pay 60% of any claim you make on your contents policy, even if the amount you are claiming is less than your policy's maximum claim limit.

So if you made a claim for £20,000, we'd only pay £12,000 in this example.

For this reason, it's really important you tell us about any changes to your property, or any increase in value of your belongings.



#### Keeping your cover up to date

It is your responsibility at all times to make sure the cover limits are enough to replace your property and possessions as new. We'll only reduce or increase your cover if you ask us to.

#### Your valuables

The maximum we'll pay for claims relating to your valuable items is different to the maximum we'll pay for other claims. By valuables, we mean jewellery, watches, antiques, works of art, collectors' items, furs, precious stones and anything made from precious metals such as gold.

If you have any valuable items worth more than the single item limit, you need to tell us about them so they can be individually named on the policy. Similarly, if the value of any valuable item worth over the single item limit has changed, then you must let us know. The single item limit for valuables is shown on your Statement of Fact.

We won't pay more than single item limit for any valuable item that you've not told us about. So we strongly recommend that you regularly review the value of any valuables.

#### Always tell the truth

It's really important that you're honest with us at all times, not just when buying a policy or making a claim. Providing wrong or misleading information, or withholding information that you know could either help you gain financially or us suffer a financial loss, is fraud. Fraud pushes up the cost of insurance for all customers.

If we do find that you or anyone acting on your behalf has defrauded us, we may cancel or void your policy, refuse to pay claims and will not refund any premium. If we void your policy, this means we'd treat you as though the policy had never been issued, and make you repay any money we've already paid out for any previous or existing claims. This is explained in more detail in the section 'If we cancel or void your policy because of fraud' on page 53.

We'll also tell other insurers and antifraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the Police know, who may choose to bring charges against you that could ultimately result in a prosecution. So please do make sure that you're always honest with us. This way we can pay any valid claims you make and keep the cost of our insurance down for all our customers.

## Our telephone advice lines



As part of your policy, we offer a European Legal and Tax helpline which is provided by Arc Legal Assistance Ltd.

#### **European Legal & Tax Helpline**

Use the 24 hour advisory service for telephone advice on any private or legal or taxation problem or concern to you or any member of your Household.

Simply telephone **0345 128 7946** and quote "Ageas Select Home Legal".



The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

0800 422 0421

insurancefraudbureau.org/cheatline

## What your policy does and doesn't cover

#### Things we won't pay out for

There are some circumstances in which your policy won't pay out. In the tables that start on page 16, you'll see a detailed list of what is and isn't covered depending on the reason you make a claim.

But there are some things we won't pay out for regardless of the circumstances. We've laid these out below.

- We won't pay for any claims caused by or resulting from war, invasion or uprising, or any other similar acts of hostility, whether war is declared or not.
- We won't pay for any claims caused by a person or people, acting alone or in association with any organisation or government, using biological, chemical or nuclear force or any resulting pollution or contamination.
- We won't pay for claims caused by contamination from nuclear fuel or nuclear waste.
- We won't pay for any loss, damage, injury or for any money you're legally obliged to pay if the claim was caused by something being taken from you by customs or other officials.
- Unless we agree otherwise, we won't pay for any loss, damage or injury that commenced either before this policy came into force or after it has ended.
- We won't pay for any loss which is a side effect, or happens as a result of the event for which you're making a valid claim. For example, we won't pay for any reduction in the market or resale value of your property or contents, loss of earnings, travel costs or compensation for stress or inconvenience. We also won't cover the fees of any company you engage to help you in relation to your claim.

 We won't pay you for legal costs, damage, injury, losses, as well as any money you're legally obliged to pay to other people, if you are insured under any other contract or policy for the same event, unless the limit of indemnity under that policy has been exhausted.

When we do pay we'll only pay any amount that isn't covered elsewhere or if the other contract or policy has the same exclusion, we'll only pay our share of the cost. However, if the other insurance is more specific than ours, then we'll only pay any shortfall.

- We won't pay claims caused by or resulting from computer viruses or hacking. By hacking, we mean unauthorised access, without physical damage, to any computer or device.
- We won't pay claims made without the permission of the policyholder named on your Statement of Fact.
- We won't pay for any claim that is in any way found to be fraudulent and if this happens your policy will be cancelled immediately. Please see section 'If we cancel or void your policy because of fraud' on page 57 for more details.
- We won't cover claims caused by or resulting from any criminal or deliberate act by you or your family. This includes you allowing your property to be used for any illegal activity.

The following also applies to all parts of the policy, except for Buildings 'Section C: Homeowners' legal responsibilities' cover and Contents 'Section K: Your legal responsibilities'.

 We won't pay for claims that are a result of wear and tear or anything that happens gradually.
 This includes damage to electrical

## Things we won't pay out for (continued)

appliances and other items caused by them breaking down.

- We won't pay for any damage caused by repairing, cleaning, demolishing or making alterations to your buildings or contents.
- We also won't pay claims that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents, and your policy is designed to only cover you for things that you couldn't have reasonably prevented. You must also deal with a problem as soon as you become aware of it.
- We won't pay claims caused by rot, mildew, fungus or poisoning. We also won't pay for claims caused by frost, except to pipework or your heating system as a result of freezing water.
- We won't pay for damage caused by insects or parasites.
- We won't pay for damage caused by wild animals or birds except where they have hit your home.
- Finally, we won't pay for or make a contribution towards, any claim for undamaged items that are part of 'Matching sets & suites' or 'Matching carpets & floor coverings', please see page 8 for more information.

# Buildings insurance

## Section A: Buildings insurance

You're only covered under this section of the policy if it says so on your Statement of Fact, which was given to you when you bought this insurance.

#### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your buildings are damaged by fire, smoke, explosion, lightning or by an earthquake.	We won't pay claims caused by scorching, singeing or melting.

#### 2 Storm

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a storm.	We won't cover you for damage to gates and fences.
By a storm, we mean strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period and hailstones are extreme if they exceed 20mm in diameter.	We also won't cover damage to swimming pool and hot tub covers.  We won't pay for rain or water damage to the inside of your buildings if the water gets into your home as a result of poor workmanship, bad design or wear and tear.
	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess would apply.

#### 3 Flood

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a flood.	We won't cover you for damage to gates and fences.
By flood, we mean water that comes suddenly into your buildings from outside and which enters at the ground floor or below.	We also won't cover damage to swimming pool and hot tub covers.

#### 3 Flood (continued)

What's covered	What's not covered
	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess would apply.

#### 4 Leaking or freezing water & leaking oil

#### What's covered

We'll pay for any damage caused by water or oil leaking from your storage tanks, pipes or heating system and water leaking from your drains. We'll also pay for damage caused by water freezing within any of these.

We'll also pay for damage caused by water leaking from or freezing in your home appliances, fish tank and even your water-bed.

Sometimes it's not easy to find where water or oil is leaking from. So, providing your buildings have been damaged by the leaking water or oil, we'll cover any reasonable costs you have to pay to find the leak, and that includes the cost of repairs to walls, floors or ceilings.

You must get our agreement before work starts, so we can decide whether finding the leak is the most practical and cost-effective solution to the problem. For example, it may cost less to install new pipework than knocking holes in walls or floors to find the original leak.

#### What's not covered

We won't pay for damage caused by leaking or freezing, water or oil, when your home is unoccupied.

We won't pay for damage caused by the failure, wear and tear or lack of grouting or sealant.

We won't pay for repairs to the pipework or other parts of the water or heating system unless they're caused by freezing. If they're damaged for any other reason, this part of the policy won't cover you.

We won't pay for any costs associated with finding a leak, unless the buildings have been damaged by the leaking water or oil.

This part of your policy also won't pay claims for damage caused by water overflowing sinks, bidets, showers and baths, as a result of taps being left on in your home.

Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the 'Leaking or freezing water & leaking oil' part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess applies to all subsidence claims.

#### 5 Theft

What's covered	What's not covered
We'll cover you for any damage to your buildings as a result of theft or an attempted theft.  We'll cover you if any fixtures or fittings, such as copper pipes, are stolen.	We won't pay claims for theft or any attempted theft by you, your family, or anyone who you employ permanently in or around your home, such as a nanny, cleaner or gardener.  We also won't pay for theft or attempted theft by lodgers, paying guests or tenants.  We won't pay claims if your home is unoccupied.

#### 6 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your buildings.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.  We also won't pay claims which are the result of vandalism if your home is unoccupied.

#### 7 Riots

What's covered	What's not covered
We'll pay claims where your buildings are damaged by a riot.	
You need to report the damage to us and the police within seven days.	

## 8 Damage to your property caused by moving objects and animals

What's covered	What's not covered
are hit by moving or falling objects, or	We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.

#### 8 Damage to your property caused by moving objects and animals (continued)

What's covered	What's not covered
For example, we'd cover you if your buildings were hit by an aircraft, car or falling tree.	We won't pay for damage caused by all or part of a tree being cut down.  We also won't pay for damage to hedges, gates and fences.  We won't pay for damage to panes of glass, unless the object damages other parts of your buildings in the same incident.  We won't pay for damage caused by household pets.  Finally, we won't pay for damage to aerials, satellite dishes, masts, or their fittings.

#### 9 Subsidence, ground heave and landslip

What's covered	What's not covered	
We'll cover you for damage to your buildings as a result of subsidence, ground heave or landslip.	Your policy won't pay out for damage to your buildings if the materials that they're built from shrink or expand.	
Subsidence is the downward movement of the ground underneath your buildings.  Ground heave is the upward or sideways movement of the ground underneath your buildings, which can happen as a result of the soil expanding.  Landslip means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to the main building of your home.	We also won't pay for damage to the buildings or their foundations caused by something known as settlement.  Settlement is the downward movement of the buildings caused by the soil underneath them becoming compressed by the weight of the buildings. It's different to subsidence, because it's caused by the weight of the property, rather than the soil changing underneath your property. It tends to happen in the early years after a building or extension has been built.	
	We won't pay for any damage that's been caused by the sea or a river eroding the land underneath or around your buildings.  We also won't pay for damage to any part of your buildings, except your garage, unless your main building is also damaged at the same time and by the same cause.	

#### 9 Subsidence, ground heave and landslip (continued)

What's covered	What's not covered
	That means we won't pay for damage to things such as outbuildings, swimming pools, tennis courts, walls (including retaining walls), gates, patios, fences, septic tanks, paths and driveways unless your main building is damaged at the same time and by the same cause.
	Similarly, we won't pay claims for damage to solid floors unless the foundations underneath the outside walls are damaged at the same time and by the same cause.
	We won't pay for damage caused by faulty materials, poor design or poor workmanship. This includes any work on your buildings that didn't meet building control regulations when the work was completed.
	Finally, we won't pay claims where you're entitled to compensation from another person or organisation.

#### 10 Professional fees & costs

What's covered	What's not covered
If your buildings are damaged, we'll cover you for any necessary and reasonable costs that you need to pay as part of the repair or rebuild, as long as the damage would have been covered elsewhere in this buildings policy.	
This means we'll pay for legal fees, as well as fees for architects and surveyors. It also includes the cost of clearing debris from your property, as well as clearing drains and demolishing or stabilising your buildings.	
Finally, we'll also cover other costs necessary to meet government or local authority requirements.	

#### 11 Rent & alternative accommodation

# What's covered If your home can't be lived in because of damage to your buildings, caused by something which is covered under Section A of this policy, we'll pay for suitable alternative accommodation for you, your family and your household pets.

We'll also pay for ground rent you are responsible for and any rent you would have received from lodgers while the buildings can't be lived in as a result of the same incident.

When we say your home can't be lived in, we mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in your home poses a health or safety risk to you and your family.

As an alternative, in some circumstances we may choose to provide you with temporary kitchen and bathroom facilities to allow you to remain in your own home whilst repairs are being carried out.

Claims under this part of your policy won't count towards your maximum claim limit. Check your Statement of Fact to see how much your claims limit is for this part of your cover.

#### What's not covered

If we reject a claim for damage to your buildings under another part of this policy, then you won't be able to claim for rent or alternative accommodation.

We won't pay claims under this section of your policy if you cannot live in your home just because of damage to your contents. This should be picked up by your contents cover, either under this policy or if you have purchased contents cover elsewhere.

#### 12 Being forced to leave your home

What's covered	What's not covered
We'll pay for suitable alternative accommodation for you, your family and your household pets if a local authority won't allow you to live in your home because of damage to a nearby property.	
But we'll only cover these costs for a maximum of up to 30 days from the date you're forced to leave your home.	

#### 12 Being forced to leave your home (continued)

What's covered	What's not covered
Claims under this part of your policy won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

#### 13 Underground pipes, drains & cables

What's covered	What's not covered
We'll cover you for damage to your underground services if any cables, pipes, drains and tanks serving your home are accidentally broken.	We won't pay for clearing blocked drains, unless the blockage is caused by structural damage to the drain itself.  We won't pay for damage to drains serving your home which are not your responsibility.

#### 14 Replacement locks & keys

What's covered	What's not covered
We'll pay for the cost of replacing and installing locks on outside doors, as well as internal alarms and safes, if your keys are stolen or lost outside your home.  We'll also pay for the cost of replacing and repairing locks on outside doors, as well as internal alarms and safes, if your keys are damaged inside the home by an event covered elsewhere in this buildings insurance policy.	If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.
Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is.	

## 15 Damage caused by emergency services

What's covered	What's not covered
We'll cover the cost of damage to your buildings or garden items caused by the emergency services while they're getting into your home to deal with an emergency.	

#### 15 Damage caused by emergency services (continued)

What's covered	What's not covered
By garden items, we mean flowerbeds, hedges, lawns (including artificial lawns), potted plants, shrubs or trees outside your buildings but within the boundaries of your home.	

#### 16 Protection when you sell your property

What's covered	What's not covered
If you've exchanged contracts to sell your home, we'll give the buyer the benefit of this insurance policy until the sale is completed, unless the buyer has insurance elsewhere.	
We'll also continue to provide cover until the sale goes through as long as completion is not more than 60 days from the date of exchanging contracts (or in Scotland, more than 60 days from the date of what is known as the 'conclusion of missives').	

## 17 Home improvements

What's covered	What's not covered
If you buy new fixtures for your home, such as a new bathroom suite, we'll cover these for damage for up to 60 days after you buy them, even if they take you past the maximum claim limits on your policy.	
If you want them to be permanently covered, you will need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

#### Optional cover for your buildings insurance policy

# **Section B:** Accidental damage to your buildings

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

What's covered	What's not covered
This optional section of your policy covers you for accidental damage to your buildings.	We won't pay for accidental damage caused by someone that you lend or rent all or part of your home to.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	We also won't pay for damage caused by chewing, scratching, tearing or fouling by pets.  We won't pay for scratches to panes of glass, solar panels, ceramic hobs built into kitchen worktops or glass oven doors. Similarly we won't pay for scratches or dents to baths, toilets, bidets, sinks/basins and showers.  We won't pay for accidental damage if the property is unoccupied.
	And we won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.
	We won't pay for accidental damage to hot tubs and we won't pay for any storm damage to gates, fences, hedges and swimming pool covers.
	We won't pay to put right poor workmanship or bad design. This includes any work, materials or drainage which didn't meet building control regulations when it was completed.
	Claims relating to subsidence or drainage must be made under 'Section A:Buildings insurance'. If we refuse to pay all or part of your claim, you can't try and make a further claim on this accidental damage section of the policy.
	Finally, we won't pay any claims under this section of the policy if they're covered in 'Section A: Buildings insurance'.

# **Section C:** Buildings - Homeowners' legal responsibilities

You're only covered under this section of the policy if it says so on your Statement of Fact, which was given to you when you bought this insurance.

#### What's covered

#### What's not covered

You may be asked to pay damages to an individual or company if an accident happens in or around your home.

In the event that an accident on your property leads to someone's death or injury, or leads to them contracting an illness or disease, we'll cover any damages that you're legally obliged to pay.

We'll also pay for any damage to another individual or company's property, as a result of an accident.

We'll also pay any costs or expenses that we agree to in advance.

If you sell your home, you could still be asked to pay for an accident on your old property if the incident was caused by faulty workmanship.

When this happens we'll also cover you for seven years after this policy ends or is cancelled, as long as the damage happened after you'd sold or moved out of your old property.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Claims under this part of the policy have a separate limit, this will also include any costs and expenses we agree to pay. Check your Statement of Fact to see how much it is.

Finally, if you insure both your buildings and contents under this policy and you make a claim for Homeowners' legal responsibilities and Public & personal legal responsibilities, we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your buildings and contents cover for the same incident.

We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.

We also won't cover you if any of these people become ill or catch a disease in your home.

We won't cover you for any damage to property that you own or has been given to you by someone else to look after. And we also won't cover you for any damage to property that's been leased or rented to you.

We won't cover you for any damages if they're a result of an accident involving a lift that you own or are responsible for maintaining, unless it's a stair lift.

We won't cover you for damages if they arise as a result of something you or your family did deliberately or maliciously.

We also won't cover you for damages that arise from using your home for business or employment.

We won't cover legal responsibilities relating to you occupying your home, or any other land or property. These claims will usually be covered by your contents policy.

We won't pay claims just because you've made an agreement with another person.

Finally, we won't pay more than the amount shown on your Statement of Fact for any claim or series of claims caused by the same incident.

# Contents insurance

## Section D: Contents insurance

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

This section of your policy only covers your contents when they're at your home unless we specifically say otherwise.

#### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your contents are damaged by fire or smoke, explosion, lightning or by an earthquake	We won't pay claims caused by scorching, singeing or melting.

#### 2 Storm

contents caused by a storm. your contents if the water gets into your	What's covered	What's not covered
By a storm, we mean strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period and hailstones are extreme if they exceed 20mm bad design or wear and tear.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be deawith under the subsidence part of the	contents caused by a storm.  By a storm, we mean strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period and hailstones are extreme if they exceed 20mm	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be dealt

#### 3 Flood

What's covered	What's not covered
We'll cover you for damage to your contents caused by a flood.	We won't cover you for damage to gates and fences.
By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	We also won't cover damage to swimming pool and hot tub covers.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess would apply.

#### 4 Leaking or freezing water & leaking oil

#### What's covered What's not covered We'll pay for any damage to your We won't pay for damage caused by contents caused by water or oil leaking or freezing water or leaking oil, leaking from your storage tanks, pipes when your home is unoccupied. or heating system and water leaking We won't pay for damage caused by the from your drains. We'll also pay for failure, wear and tear or lack of grouting damage caused by water freezing or sealant within any of these. We also won't pay for any damage to We'll pay for damage caused by water the fixed domestic water or heating leaking from or freezing in your home system itself or any costs associated with appliances, fish tank, and even your finding a leak. water-bed. This part of your policy also won't pay claims for damage caused by water overflowing from sinks, bidets, showers and baths, as a result of taps being left

on in your home.

deceive you to gain entry to your property.

#### 5 Theft

What's covered	What's not covered
We'll cover you if your contents are stolen from a building at your home and we'll also cover you for any damage to your contents caused by someone attempting to steal them from a building at your home.	We won't pay claims for theft or attempted theft by you, your family, or anyone who you employ permanently in or around your home, such as a nanny, cleaner or gardener.  We also won't pay for theft or attempted
The maximum we'll pay for items stolen from garages or outbuildings is lower	theft by lodgers, paying guests or tenants.
than the contents maximum claim limit.	We won't pay for theft or attempted theft of contents when outside of a building
You'll find all the details of our claims limits in your Statement of Fact.	but within the boundary under this part of your policy. But you may be covered under the optional <b>Section I: Garden Cover</b> part of the policy on page 46.
	We won't pay claims if your home is unoccupied.
	We won't pay claims for theft or attempted theft when your home or any part of it is lent, let or sublet to someone who is not a member of your family, unless there's a break-in and your buildings are damaged by the forced entry.
	We won't pay for theft if it's caused by someone deceiving you, except if they

#### 5 Theft (continued)

What's covered	What's not covered
	We won't pay for theft of mobility carriages if the key or starting device is left with the carriage when unattended. Similarly we won't pay for damaged or stolen mobility carriage accessories or removable parts, unless the carriage is stolen at the same time.
	Finally, we won't pay for theft of bicycles, money or valuables, unless stolen from a building and there's a break-in and your buildings are damaged by the forced entry.

#### 6 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your contents.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.  We also won't pay claims which are the result of vandalism if your home is unoccupied.

#### 7 Riots

What's covered	What's not covered
We'll pay claims where your contents are damaged by a riot.	
You need to report the damage to us and the police within seven days.	

#### 8 Damage to your property caused by moving objects and animals

What's covered	What's not covered
We'll pay claims where your home is hit by moving or falling objects, or animals and your contents are damaged as a result.  For example, we'd cover you if your home was hit by an aircraft, car or falling tree.	We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.  We won't pay for damage caused by all or part of a tree being cut down.

#### 8 Damage to your property caused by moving objects and animals (continued)

What's covered	What's not covered
	We also won't pay for damage to hedges, gates and fences.  We won't pay for damage to glass, unless the object damages other parts of your buildings or contents in the same incident.  Finally, we won't pay for damage caused by household pets.
	by flousefiold pets.

#### 9 Subsidence, ground heave and landslip

#### What's covered What's not covered We'll cover you for damage to the We won't cover you for any damage to contents of your buildings as a result of your contents if it happens as a result of subsidence, ground heave or landslip. your buildings' foundations shrinking or expanding. Subsidence is the downward movement of the ground underneath your buildings. We also won't pay claims if your contents are damaged as a result of the Ground heave is the upward or sideways sea or a river eroding the land around movement of the ground underneath the your buildings. buildings, which can happen as a result of the soil expanding. We won't pay for claims which are caused by faulty materials, poor design Landslip means the downward or poor workmanship. This includes movement of sloping land underneath any work on your buildings which didn't vour property. For example, if you lived meet building control regulations when on a hill and the ground below your the work was completed. property moved, causing damage to your main building. Finally, we won't pay claims where vou're entitled to compensation from another person or organisation.

#### 10 Tenant's home improvements

What's covered	What's not covered
If you rent, rather than own your home, we'll pay for damage to any interior decorations, or any home improvements that you've paid for.	We won't cover you for accidental damage to home improvements.
However, the damage must have been the result of something that is covered under 'Section D: Contents Insurance'.	

#### 10 Tenant's home improvements (continued)

What's covered	What's not covered
Claims under this part of the policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

#### 11 Rent & alternative accommodation What's covered What's not covered If your home can't be lived in because If we reject a claim for damage to your of damage to your contents caused contents under another part of this by something which is covered under policy, then you won't be able to claim 'Section D: Contents Insurance' of this for rent or alternative accommodation. policy, we'll pay for suitable alternative We won't pay claims under this section accommodation for you, your family and of your policy if you cannot live in your your household pets. home due to damage to your buildings. This should be picked up by your When we say your home can't be lived buildings cover, either under this policy in, we mean that continuing to stay in or if you have purchased buildings cover your home poses a risk to you and your elsewhere. family's health or safety. Similarly, if we have finalised your As an alternative, if you are a tenant and contents claim, we will not continue to able to pay for and arrange your own pay alternative accommodation costs alternative accommodation, we'll pay just because damage to your buildings any rent you are legally responsible for prevents you from moving back in to paying for your home while it can't be vour home. lived in Claims under this part of your policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much your claims limit is for this part of your cover.

#### 12 Being forced to leave your home

What's covered	What's not covered
We'll pay for suitable alternative accommodation for you, your family and your household pets if a local authority won't allow you to live in your home because of damage to a nearby property.	

#### 12 Being forced to leave your home (continued)

What's covered	What's not covered
But we'll only cover these costs for a maximum of up to 30 days from the date you're forced to leave your home.	
Claims under this part of your policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

#### 13 Damage to food

What's covered	What's not covered
We'll pay for damage to food in your fridge or freezer as a result of contamination by the chemicals inside them, or by a rise or fall in temperature.	We won't pay for this damage if it's caused by your power supply being deliberately cut off by your energy company.

#### 14 Replacement locks & keys

What's covered	What's not covered
We'll pay for the cost of replacing and installing locks on outside doors, as well as internal alarms and safes, if your keys are lost outside your home or are stolen.  We'll also pay for the cost of replacing and repairing locks on outside doors, as well as internal alarms and safes if your keys are damaged inside the home by an event covered by this contents policy.  Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is.	If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover.  To be clear, you can't claim on both your buildings and contents cover for the same incident.

#### 15 Contents taken away from your home

#### What's covered

If you take your contents away from your home temporarily, within the UK, Channel Islands or Isle of Man, we'll still cover them if they're damaged or stolen.

By temporarily, we mean they must not have been away from your home for more than 90 days in a row.

Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is.

#### What's not covered

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made for contents taken away from home temporarily. For example, if your contents are damaged by a storm while you're staying with a friend, we'll only pay your claim if the storm meets our definition on page 28.

Money is only covered if stolen from a building and there is a break-in, and the building is damaged by the forced entry. Similarly, if any contents other than money, are stolen from somewhere other than your work or a place you're temporarily living, we'll only cover if stolen from a building and there is a break-in, and the building is damaged by the forced entry.

We won't cover you if your contents are stolen from an unlocked room in a hotel or similar temporary accommodation.

We won't cover theft or damage that happens in student accommodation under this part of the policy. By student accommodation we mean whilst attending a boarding school, college or university during term-time. But you may be covered under the optional **Section J: Student Belongings** part of the policy on page 48.

We won't cover you if your contents are stolen or damaged while they're being kept by a storage company.

In the event of your contents being damaged by a storm, flood or vandalism, we'll only cover you if the items were inside a building.

We won't cover you if anything taken out of your home to sell, display or exhibit is lost or stolen.

Finally, we won't cover you if your contents are damaged or stolen while they were in a caravan, mobile home or motor home.

### 16 Moving home

#### What's covered What's not covered We'll cover you if your contents are lost, We won't pay claims for glass or other stolen or damaged whilst being moved fragile items that are lost or damaged. by a professional removals company. We won't pay claims under this section of the policy if any of your belongings Your belongings must have been packed are lost, stolen or damaged while they're as well as moved by a professional in storage. moving company to qualify for cover under this part of the policy. And we won't pay claims if any of your belongings are lost or damaged outside If you agree to buy a property, this policy of the UK. Channel Islands or Isle of will also cover the contents in your new Man. property for up to one week before you move in, even if you haven't completed the purchase at this point.

### 17 Loss of metered water or oil

What's covered	What's not covered
We will pay for accidental loss of your metered water. We'll also pay for accidental loss of water or oil from your property's heating system or storage tanks.	We won't pay for any loss while the home is unoccupied.  We also won't pay for finding or repairing any leak.

### 18 Guests' personal belongings

What's covered	What's not covered
We'll cover any personal belongings of guests while they're in your home. By personal belongings, we mean clothes and jewellery or any everyday items carried by your guests.  Claims under this part of the policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	You can only make a claim under this part of your policy for items that would be covered under parts 1-9 of 'Section D: Contents Insurance'. All of the exclusions that apply to those parts still apply to any claims made for your guests' personal belongings.  For example, if your guests' personal belongings are damaged by a flood, we'll only pay your claim if the flood meets our definition on page 28.

### 19 Downloads & computer files

#### What's covered What's not covered We'll pay for anything that you or your We won't cover any software or family have legally downloaded and information used for business purposes. stored on a computer or other device We won't pay claims caused by if it's lost, stolen or damaged. or resulting from computer viruses For example, if your laptop gets or hacking. By hacking, we mean damaged in a flood and you lose all the unauthorised access, without physical films and music you've downloaded, damage, to any computer or device. we'll pay for the cost of replacing them. Claims under this part of the policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.

### 20 Recently purchased contents

What's covered	What's not covered
If you buy or are given new contents, such as a television or computer, we'll cover these if they're lost, stolen or damaged for 60 days after you receive them, even if they take you over the maximum claim limit on your policy.	
If you want them permanently covered, you'll need to contact us and ask us to raise the level of cover on your policy. Providing we agree to do this, we might ask you to pay an extra premium.	
Claims under this part of the policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

### 21 Taking your shopping home

What's covered	What's not covered
We'll cover you if something is lost, stolen or damaged while you're bringing it to your home from the shops where you bought it.	We won't cover you if your food or other items are stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot.
Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is.	Your car or van must also have been locked with any security systems activated, and the car or van must have been broken into and damaged by the forced entry.

### 22 Special events

What's covered	What's not covered
In the 30 days run up to you or your family's wedding, civil partnership ceremony, birthday or religious festival, we'll automatically allow you an additional amount of cover on top of your maximum claim limit. Check your Statement of Fact to see how much this is.	
Please note that this additional allowance won't change any other limit on the policy other than the maximum claim limit. For example, this will not increase your valuables limit.	
In the event of a religious festival, wedding or civil partnership ceremony, we'll keep the higher limit in place for up to 30 days after the ceremony. During this period, we'll cover the gifts if they're lost, stolen or damaged, as long as they're either in your home, at the venue where the event is being held, or being transported between the two.	

### 23 Fatal injury

What's covered	What's not covered
We'll cover you if you or any member of your family suffers a fatal injury caused by either a fire or a physical attack in your home, and die within 12 months.  Claims under this part of your policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

### 24 Counselling fees

What's covered	What's not covered
If you or members of your family suffer emotional stress because of an event that is covered under this contents policy, we'll pay you the cost of any professional counselling.	
For us to pay the claim, the counselling must have been recommended by a qualified doctor or nurse and we must have approved the counselling.	
Claims under this part of the policy have a separate limit and won't count towards your maximum claim limit. Check your Statement of Fact to see how much it is.	

### 25 Damage caused by emergency services

What's covered	What's not covered
We'll cover the cost of damage to your contents caused by the emergency services while they're getting into your home to deal with an emergency.	

### Optional cover for your home contents policy

## **Section E:** Accidental damage to your contents

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### What's covered

## This optional section of your policy covers you for accidental damage to any contents within the boundaries of your home.

Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

#### What's not covered

We won't pay for accidental damage to documents such as passports or driving licences, money or food and drink.

We also won't pay for accidental damage to teeth or false teeth that happens while chewing something.

We won't pay for accidental damage to clothes

We won't pay for accidental damage to sports equipment when it's being used.

We won't cover scratches or dents unless they prevent you from using the item.

We won't pay for accidental damage caused deliberately by anyone who you allow to be in your home.

We also won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.

We won't pay for accidental damage if the property is unoccupied.

We won't pay for rain or water damage to your contents if the water gets into your home as a result of poor workmanship, bad design or wear and tear.

We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.

We won't pay for damage if it's caused by your power supply being deliberately cut off by your energy company.

We won't pay for accidental damage if it's caused by anyone living in your home who is not a member of your family.

## Accidental damage to your contents (continued)

What's covered	What's not covered
	We won't pay for accidental damage to any remote controlled devices, such as drones, model airplanes, helicopters, cars or boats.
	Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy.

### Optional cover for your home contents policy

## **Section F:** Everyday personal belongings

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### What's covered

## This section covers you and your family's money, everyday personal belongings and wheelchairs if they are lost, stolen or damaged.

They're covered in Europe and up to 60 days anywhere else in the world.

By everyday personal belongings, we mean clothes and jewellery or any other items worn or carried by you or your family in daily life.

We'll also pay for any financial loss if you or your family's credit cards are lost or stolen and someone else uses them.

There are limits under this part of your policy for money, as well as an individual item limit and a maximum claim limit. Check your Statement of Fact to see all limits relating to Everyday personal belongings cover.

### What's not covered

We won't pay for any items held or used for business or professional purposes.

We won't pay a claim if personal belongings are stolen from an unlocked hotel room or similar temporary accommodation, or if they're damaged as part of an attempted theft from these locations.

We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.

We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.

We'll only provide cover for credit cards if you keep to the conditions of the card.

We won't pay claims for dental crowns, caps and fillings. Similarly we won't pay for damage to false teeth that happens while chewing something.

We won't pay for damage to sports equipment while it's being used.

We won't pay claims if car keys and key fobs, or documents, such as passports and driving licences are lost or damaged.

We also won't pay claims if camping equipment is lost or damaged.

We won't cover belongings if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. The car or van must also have been locked with any security systems activated, and the vehicle must have been broken into and damaged by the forced entry.

## Everyday personal belongings (continued)

What's covered	What's not covered
	We won't cover any bicycles, their accessories or any removable parts.  We also won't cover electrically or mechanically powered wheelchairs or mobility carriages.
	We won't pay for accidental damage to any remote controlled devices, such as drones, model airplanes, helicopters, cars or boats.
	Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy.

### Optional cover for your home contents policy

## Section G: Specified personal belongings

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### What's covered

## This section is designed to cover you for personal belongings that are individually named on your Statement of Fact under 'Contents Section G: Specified personal belongings'.

To be covered by this section you must have told us which items you wish to cover and they must be shown on your Statement of Fact.

We'll then cover those items if they're lost, stolen or damaged anywhere in Europe and for up to 60 days anywhere else in the world.

If you make a claim, you will need to provide evidence that you own the item you are claiming for. If any individual item of jewellery (including watches) specified on your Statement of Fact is valued at £5,000 or above, these must also be inspected and valued by a professional jeweller at least once every five years. Just to be clear, if you do not provide proof of ownership or a recent valuation when required to do so, we may not pay your claim or the amount we do pay may be reduced.

The most we'll pay for each item is the amount shown on your Statement of Fact.

### What's not covered

Any loss or theft that has not been reported to the police and a lost property or crime reference number obtained.

We won't pay for damage to sports equipment while it's being used.

We won't pay for damage to teeth or false teeth that happens while chewing something.

We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.

We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.

We won't cover your things if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. Your car or van must also have been locked with any security systems activated, and the vehicle must have been broken into and damage caused by the forced entry.

We won't pay for accidental damage to any remote controlled devices, such as drones, model airplanes, helicopters, cars or boats.

We won't pay for theft of mobility carriages if the key or starting device is left with the carriage when unattended. Similarly we won't pay for damaged or stolen mobility carriage accessories or removable parts, unless the carriage is stolen at the same time.

We won't pay for any items used for business or professional purposes unless it's a laptop and is individually named on your Statement of Fact.

Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy.

### Optional cover for your home contents policy

### **Section H:** Bicycle cover

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### What's covered

This section covers you if your bicycles are lost, stolen or damaged at any time in Europe, or for up to 60 days anywhere else in the world.

There is an individual item limit and a maximum claim limit under this part of your policy. Check your Statement of Fact to see all limits relating to Bicycle cover.

### What's not covered

We won't cover you if your bicycle is stolen if you've left it unattended away from the home. However, we'll cover you if at the time of the theft the bicycle is in a locked building, or if you've locked it to a post, cycle rack or other immovable object.

We won't pay for any motorised or electrically assisted bicycles that can be propelled by the motor when travelling at more than 15.5mph.

We won't pay for any damage if your bicycle is used for any form of racing or pacemaking.

We won't pay for damaged or stolen bicycle accessories or removable parts, unless the bicycle is damaged or stolen at the same time. For example we won't cover theft of an electric power pack or quick release saddle unless the bicycle is stolen in the same incident.

We won't pay to repair or replace your bicycle just because it's scratched or dented unless it prevents you from using it.

We won't pay for any cuts, bursts or punctures to the tyres.

Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy.

### Section I: Garden cover

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### 1 Contents in the Garden

#### What's covered What's not covered We'll cover your contents whilst outside You can only make a claim under this but within the boundaries of the home if part of your policy for things that would they are stolen or damaged. be covered under parts 1-9 of 'Section D: Contents Insurance'. All of the By outside we mean not in a building exclusions that apply to those parts or in a structure that isn't designed to still apply to any claims made under be fully enclosed, such as a carport or the contents in the garden part of gazebo. vour policy. The most we'll pay for contents in the We won't pay claims for contents that garden is the amount shown on your aren't outside and within the boundaries. Statement of Fact. of the home under this part of the policy. But you may be covered under **Section D: Contents Insurance** on page 28 or under the optional Section F: Everyday personal belongings on page 42. We also won't cover accidental damage that happens whilst outside but within the boundaries under this part of the policy. But you may be covered under the optional Section E: Accidental Damage on page 40. Finally, we won't pay for theft of

bicycles, money or valuables.

### 2 Cover for your Garden

What's covered	What's not covered
We'll pay for damage to your hedges, lawns and plants that are outdoors but within the boundaries of your home.  The damage must be caused by fire, lightning, storm, flood, vandalism or	We won't pay for damage caused by smoke or bonfires.  We won't pay for damage caused by you or your family or any person allowed within the boundaries of your home or
Please note we'll only pay your claim for storm or flood if it meets our definitions on page 28.	by any activity related to your trade, business or profession.  We won't pay for damage caused as a result of subsidence, ground heave or
We'll also pay if they're damaged by branches falling from trees, or by anything falling from your buildings.	landslip.
We'll also pay to replace plants, trees or shrubs that are stolen.	
There is an individual item limit and a maximum claim limit under this part of your policy. Check your Statement of Fact to see all limits relating to Garden cover.	

## Section J: Student Belongings

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

#### What's covered

# If you or a member of your family move into student accommodation whilst attending a boarding school, college or university, we'll pay for any contents that are lost, stolen or damaged while you or your family member are living there during term-time.

Claims under this part of the policy have a maximum claims limit. Check your Statement of Fact to see how much it is.

### What's not covered

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of 'Section D: Contents Insurance'. All of the exclusions that apply to those parts still apply to any claims made under the student belongings part of your policy.

For example, if your belongings are damaged by a flood while you're in student accommodation, we'll only pay your claim if the flood meets our definition on page 28.

We won't pay for any loss of money while you or someone in your family is living in student accommodation under this part of the policy.

We won't cover you if your belongings are stolen, or damaged during an attempted theft, unless the buildings were damaged when they were broken into.

We won't cover student's belongings if they're accidentally damaged while they're in student accommodation.

We won't pay claims if you or a member of your family is staying in student accommodation outside of the United Kingdom, Isle of Man or Channel Islands.

## **Section K:** Contents – Your legal responsibilities

You're only covered under this section of the policy if it says so on your Statement of Fact, which was sent to you when you bought this insurance.

### 1 Your public & personal legal responsibilities

#### What's covered

We'll pay any amount that you or your family are legally obliged to pay following an accident that results in someone's death, illness or injury.

We'll also pay amounts that you or your family are legally obliged to pay if an accident causes damage to someone else's property.

We'll also pay any costs or expenses that we agree to in advance.

This cover will only be valid if the accident happened while your policy was in force.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Claims under this part of the policy have a separate limit, this will also include any costs and expenses we agree to pay.

Check your Statement of Fact to see how much it is.

Finally, if you insure both your buildings and contents under this policy and you make a claim for Homeowners' legal responsibilities and Public & personal legal responsibilities, we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your buildings and contents cover for the same incident.

### What's not covered

We won't cover legal responsibilities relating to you owning your home or any land or property. These claims will normally be covered by your buildings policy.

We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family or to anyone employed by you, for instance a nanny, cleaner or gardener.

This part of the cover also won't pay claims for any damage to property that you own, or which has been given to you by someone else to look after. Similarly it won't cover you for any damage to property that you've leased or rented from someone else.

We won't pay claims for damages that are a result of your business, employment or profession.

We won't pay for claims involving the use of electric golf trolleys or golf buggies.

We won't pay claims that arise from owning, possessing or using caravans, horse boxes, trailers, motor vehicles or any vehicle that would need to be registered with DVLA to be legally used on a public road.

We also won't pay claims that arise from owning or using an aircraft, including model aircraft, gliders, hang gliders, microlights, drones and any remote controlled flying devices.

## 1 Your public & personal legal responsibilities (continued)

What's covered	What's not covered
	We also won't pay for claims that arise from owning or using any equipment designed for use in or on water, such as a boat or a surfboard.
	We won't cover any claims that are caused by any animal you own, except domestic pets when they are inside the boundary of your home. However, we won't cover any claims caused by dangerous dogs as specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act.
	We won't pay for any claims relating to any lift that you have on your property, or are responsible for maintaining, except stair lifts.
	We won't pay for any costs or damages that you have to pay if you pass a disease or virus onto another person.
	We won't pay for any claims relating to any physical attack or alleged physical attack.
	We won't pay claims that are as a result of hunting or racing of any kind, except when you are racing on foot.
	We also won't pay claims just because you've made an agreement or contract with another person or company.
	We won't cover any legal action for damages which are brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.
	Finally, we won't pay more than the amount shown in your Statement of Fact for any claim or series of claims caused by the same incident.

### 2 Your legal responsibility for domestic employees

### What's covered What's not covered

If you employ people permanently to work in or around your home, such as a nanny, cleaner or gardener, we'll cover you for any costs you're legally obliged to pay if they're accidentally injured, die or become ill during the course of their work for you.

This cover applies anywhere in the world as long as your employees were appointed in the United Kingdom, the Isle of Man or the Channel Islands. So, for example, if you take your nanny with you on holiday, we'll pay a claim if they're injured while they're working for

you as long as the contract was entered into before you went on holiday.

We'll also pay any costs or expenses that we agree to in advance.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is. We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family.

We won't pay more than the amount shown in your Statement of Fact for any claim or series of claims caused by the same incident.

### 3 Protection for tenants

### What's covered

If you rent your home from someone else, this policy will cover you for any damage to the buildings that you're legally required to pay for, as long as the damage is caused by things that would be covered under parts 1-9 of 'Section A: Buildings insurance'.

If you have purchased 'Section E: Accidental damage to your contents', we will also pay the cost to repair or replace the following if they are accidentally broken:

#### What's not covered

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of 'Section A: Buildings insurance'. All of the exclusions that apply to those parts still apply to any claims made here.

For example, if the buildings you live in are damaged by a storm, we'll only pay your claim if the storm meets our definition on page 28.

### 3 Protection for tenants (continued)

### What's covered

- Underground cables, pipes and drains, as long as they all serve your home.
- Fixed panes of glass and solar panels.
   Ceramic or glass in hobs and oven doors, as long as they are built into your kitchen.
- Baths, toilets, bidets, sinks, basins and showers.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Claims under this part of the policy have a separate limit. Check your Statement of Fact to see how much it is.

### What's not covered

We won't pay for clearing blocked drains, unless the blockage is caused by structural damage to the drain itself.

We also won't pay for damage to drains serving your home which are not your responsibility.

We won't pay to put right poor workmanship or bad design. This includes any work, materials or drainage which didn't meet building control regulations when it was completed.

We won't pay for scratches to panes of glass, solar panels, ceramic hobs built into kitchen worktops or glass oven doors. Similarly we won't pay for scratches or dents to baths, toilets, bidets, sinks/basins and showers.

We won't pay for the cost of repairing or replacing window or door frames that are accidentally broken.

Finally, we won't pay for damage to the structure of your home if it's unoccupied.

### 4 Unpaid damages

a separate limit. Check your Statement

of Fact to see how much it is.

### What's not covered What's covered If a court rules that vou're owed We won't pay under this part of the compensation for an injury, or damage policy if there's going to be an appeal. to your property, we'll pay any amount which does not get paid to you within three months of the court's decision. The compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. The injury or damage must also have occurred in one of these territories for us to pay a claim under this part of your policy. In order for this cover to be provided, the incident for which you're being awarded damages must have been something that would have been covered under 'Section K: 1 Your public & personal legal responsibilities' part of this policy, if the roles had been reversed. After we have paid you, we may pursue the person who the court ordered to make the payment to you and if we're successful, we'll keep any money we manage to get back. If you make a claim under this part of your policy, we won't ask you to pay an excess. Claims under this part of the policy have

### How to make changes to your policy

It's important you keep us up to date with any changes that may affect your insurance policy. If any of the information that you gave us when you took out your policy has changed, you need to get in touch. If you don't, it could mean that your policy is no longer valid.

The kind of things that we need to hear about are:

- A change of address.
- Any significant alterations to your home, such as extensions, that may change the cost of rebuilding the property.
- Any significant increase in the value of your belongings. For example, if you buy a brand new TV.
- Someone other than a member of your family comes to live with you.
- If you or your family intend to let or sub-let your home.
- Your home is going to be unoccupied for more than 60 days in a row.
- You or someone who lives in your home is declared bankrupt.
- You or someone who lives with you receives a criminal conviction (except for motoring offences where a prison sentence has not been served).
- You use the home for any non-clerical business or trade purposes.

Please remember that if you don't tell us about changes, it may affect any claim you make.

If you do tell us something has changed, it could result in an increase or reduction in your premium as well as your excess. We may also charge you a mid-term adjustment administration fee, however, you can make changes online 24/7 at my.ageas.co.uk/home-select without paying this administration fee.

If your premium falls as a result of the changes, we'll refund you the difference, as long as it's more than  $\mathfrak{L}10$ . Similarly, if your premium goes up as a result of the changes, we'll only charge you if the increase is more than  $\mathfrak{L}10$ .

To make a change to your policy please contact us by telephone or by writing to the following address:

- 0345 166 6384
- Ageas
  Deansleigh House
  Deansleigh Road
  Bournemouth
  BH7 7DU
- @ help@ageashomeselect.co.uk

## What you will have to pay for our services

Full details of any charges will be shown in your Terms of Business Agreement.

### How your policy can be cancelled

### How you can cancel your policy

You can cancel your policy at any time. To do so please contact us by telephone or by writing to the following address:



0345 166 6384



Ageas Deansleigh House Deansleigh Road Bournemouth BH7 7DU



help@ageashomeselect.co.uk

If you cancel your policy you will choose whether this takes effect immediately or from a later date, but you cannot backdate the cancellation to an earlier date.

You will also be charged a fee when your policy is cancelled. For full details of all charges please refer to your Terms of Business Agreement.

How much money you get back or have to pay when you cancel your policy will depend on how you pay for your policy and how long you've had it for, and whether or not you've made a claim or may need to make a claim.

### Cancelling within the first 14 days

If you cancel your policy within 14 days of the purchase date or the date at which you receive your documents (if this is later) then:

If your policy has not started we'll refund your full premium, plus Insurance Premium Tax (IPT) where applicable, minus the relevant administration fees for cancellation.

If your policy has started, as long as you've not made a claim and nothing has happened which could lead to a claim, we'll refund you for the time left on the policy (plus IPT where applicable). We'll do this by working out the cost of your insurance per day, and then refund you for the days that you haven't yet used, minus the relevant administration fees for cancellation.

If you've made a claim or something has happened which could lead to a claim, no refund will be paid. If you pay for your insurance on a monthly basis, we'll also ask you to pay the remainder of the year's premiums.

### Cancelling after the first 14 days

After the initial 14 days, as long as you've not made a claim and nothing has happened which could lead to a claim, we'll refund you for the time left on the policy (plus IPT where applicable). We'll do this by working out the cost of your insurance per day, and then refund you for the days that you haven't yet used, minus the relevant fees.

If you've had a claim during the cover period, or something has happened which might lead you to make a claim, then you won't receive any refund. If you pay for your insurance on a monthly basis, we'll also ask you to pay the remainder of the year's premiums.

It's important to be aware that your policy won't be cancelled if you simply stop your monthly instalment plan.

## Our right to cancel or void your policy

We have the right to cancel this policy at any time by giving you 7 days' notice in writing. We'll tell you the reason why.

Reasons why we may decide to cancel your policy include, but won't be limited to:

- We're unable to take a payment from your nominated account due to insufficient funds or your monthly instalment plan being cancelled.
- You made a mistake when providing us with the information shown on your Statement of Fact or this information has changed and we are no longer willing to cover you.
- You won't give us information that we ask for.

## Our right to cancel or void your policy (continued)

 You or someone representing you is abusive to our staff or anyone acting on our behalf.

If we cancel your policy, we will use the same method to calculate any refund and deduct the same fees as if you cancelled the policy yourself, however, there are some exceptions.

If you have withheld or given us wrong information because you didn't take care when communicating with us, we can void your policy instead. Wherever we use the term void, we mean we'll treat your policy as though it had never existed. In these circumstances you would receive a full refund but we wouldn't have to pay any existing claims.

If we discover that you deliberately withheld or gave wrong information, or acted recklessly when communicating with us, we will void your policy and you would not receive a refund. We would also refuse to pay any claims and make you repay any money we have paid out for previous claims.

We also reserve the right not to invite you to renew your policy.

## If we cancel or void your policy because of fraud

As explained on page 10, it's really important that you're honest with us at all times. If we find that you or anyone acting on your behalf has committed fraud, your policy will be immediately cancelled or we will declare it void from the start.

If we cancel or void your policy because of fraud, you will not receive a refund and we will refuse to pay any fraudulent claims. Similarly, we will make you repay any money we've paid out for any claims since the date the fraud first occurred, even if they were not fraudulent.

To be clear, when we make you repay any money paid out for claims, we mean all claim payments including any investigation fees or legal costs.

## How to make a complaint

We'll always do our best to resolve any complaint you may have as quickly and fairly as possible. We'll normally be able to do this within the first few days of letting us know but sometimes it will take longer, this is usually because we need to investigate what has happened. When we do this we will:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with your complaint.
- Provide you with a full written response to your complaint within eight weeks of notification.

If you're complaining about a claim, please telephone us on the number shown in your claims documentation. You can also email us through our website www.ageas.co.uk/make-a-complaint (please include your policy number and claim number if appropriate) or write to us at the following address:

Customer Services Adviser Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

Alternatively, if your complaint is about how your policy was distributed, please contact:

Amazon EU S.à r.l.
1 Principal Place
Worship Street
London
EC2A 2FA

Alternatively, if your complaint is about the way your policy has been managed by us, or anything else, please contact:



Customer Relations Manager Ageas Deansleigh House Deansleigh Road Bournemouth BH7 7DU





customerrelations@ ageashomeselect.co.uk

## What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response, you've the right to take your complaint to the Financial Ombudsman Service. You must do this within six months of our final response or six years from the event about which you are complaining if we failed to respond.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts. You can find out more about how to complain to the Ombudsman online at:

www.financial-ombudsman.org.uk

### How to make a complaint (continued)

Alternatively, you can contact the Ombudsman at:



- 0300 123 9123
- @ complaint.info@financialombudsman.org.uk
- www.financial-ombudsman.org.uk

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

## How we look after your personal information

The details provided here are a summary of how we collect, use, share, transfer and store your information. If you'd like to read our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, or by emailing thedpo@ageas.co.uk.

### Collecting your information

When you take out a policy with Ageas, we collect lots of information, such as your name, address, date of birth, credit history, criminal offences, financial details, claims information and IP address (which is a unique number identifying your computer). We may also ask you to share special categories of personal information such as details about your health.

We also collect information from a number of different places, for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors or suppliers appointed in the process of handling a claim.

### **Using your information**

The main reason we collect your personal information and/or special categories of personal information is to provide you with an appropriate insurance quotation, policy and price. We may also need it to manage your policy, deal with a claim or send documents to you. When you apply for insurance, our decision to provide a quotation may involve an automated process. If you object to this being done, we won't be able to provide you with an insurance quotation.

We'll also use your information where we feel there is a valid reason for doing so, for example: preventing or detecting fraud and financial crime (which may include

processes which profile you) and carrying out research and analysis.

If you've given us information about someone else, you must have their permission to do so.

### **Sharing your information**

We share your information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us, in partnership with us, or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we're trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we'd never share your personal information without the appropriate care and protection in place.

### Keeping your information

We'll only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. We also keep your information for a number of years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Policy for more information.

## Use and storage of your information overseas

Your personal information may be transferred to, stored and processed outside of the United Kingdom (UK). Where we do this we'll take all reasonable steps to ensure your personal information is adequately protected to the same level as if it had remained

## How we look after your personal information (continued)

in the UK. Please note that we or our service providers may use cloud based computer systems to which foreign law enforcement agencies may have the power to access.

### Your rights

You have a number of rights in relation to the information we hold about you including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete, restrict or withdraw any previously provided permission for the use of your personal information, and complaining to the Information Commissioner's Office if you object to the way we use your personal information. A full list of your rights can be found in the full Privacy Policy.

There may be times when we won't be able to delete your personal information. This might be because we need to fulfil our legal and regulatory obligations or if there is a minimum period of time for which we have to keep your information. If we're unable to fulfil a request, we'll always let you know our reasons.

## **Optional cover**

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

### Important contact information

For Legal Expenses claims ONLY 0345 128 7946

For Home Emergency claims ONLY 0345 128 7939

### Important information

This Optional Cover section will tell you all you need to know about the following Ageas Home insurance Optional Cover policies:

- Legal Expenses cover
- Home Emergency cover

It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you are covered for. Then put it somewhere safe, along with your Home Insurance policy documents, so you will know where it is should you need it. If there is anything you do not understand, please call us on **0345 166 6384** and we will be happy to help.

### How to use this Optional Cover section of your policy

Part A of this section contains general information relating to all Ageas Home insurance Optional Cover policies (such as how to cancel or make a complaint).

**Part B** includes the specific terms and conditions relating to each individual Optional Cover policy.

You should read Part B alongside the general information contained in Part A, for full details on what you are and are not covered for and also your rights and obligations under these policies.

The Contents page overleaf will enable you to find information in this section that is relevant to you.

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### Part B

## Your Optional Cover policy terms, conditions and limitations

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## Part A - General information relating to all Optional Cover policies

### Words with special meanings

Throughout Part A certain words have the same meaning wherever they appear and they are explained below:

- We, Us, Our Ageas, a trading name of Ageas Retail Limited.
- You, Your The person(s) named on the Statement of Fact as the insured and any other people covered by your optional cover policies, as determined by each individual policy wording.
- Your Provider Legal Expenses is Provided by Arc Legal Assistance Ltd and Home Emergency is provided by AXA Assistance

### How to make a complaint

## If your complaint concerns the service provided by Ageas, a trading name of Ageas Retail Limited

If you are unhappy with the service that we have provided (including information or documentation issued to you), you should contact Ageas as follows:

- Customer Relations Manager Ageas Deansleigh House Deansleigh Road Bournemouth BH7 7DU
- 0345 166 6384
- @ customerrelations@ ageashomeselect.co.uk

## If your complaint concerns the service provided by your provider

When you make a complaint about the service provided by your provider you should contact them as follows:

### **Legal Expenses**

If your complaint concerns your Legal Expenses cover, please contact Arc Legal Assistance as follows:

- Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD
- 01206 615000
- @ customerservice@arclegal.co.uk

### **Home Emergency**

If your complaint concerns Home Emergency, please contact Inter Partner Assistance S.A. UK Branch as follows:

- Customer Relations Manager
  Inter Partner Assistance S.A. UK Branch
  The Quadrangle
  106-118 Station Road
  Redhill
  RH1 1PR
- 01737 815913
- homeemergencycomplaints@axaassistance.co.uk

Please include the following information in all emails - your name, address, policy number, claim number, date of insured incident.

Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch will try to resolve your complaint by the end of the third working day and will send you a summary resolution letter. If unable to do this, Ageas/Arc Legal Assistance/

Inter Partner Assistance S.A. UK Branch will write to you within five working days to update you on the progress of your complaint and let you know who is dealing with the matter. Within eight weeks of receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review your complaint, free of charge, if for any reason you are still dissatisfied with either the summary resolution or final response letter, or if Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch have not issued a final response within eight weeks from you first raising the complaint. However, you must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service
Exchange Tower
London
F14 9SR

complaint.info@financialombudsman.org.uk

www.financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have the permission from Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect your right to take legal proceedings.

## Financial Services Compensation Scheme

Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event Ageas/ Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch cannot meet their obligations to you. This depends on the type of insurance and circumstances of the claim. Further information is available from the Financial Services Compensation scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively more information can be found at www.fscs.org.uk

## How to cancel your optional cover policy

Cancellation can take effect immediately or from a later date, however it cannot be backdated to any earlier date.

Cancelling any monthly instalment plan does not mean you have cancelled the policy.

### Within 14 days of buying the policy

You may cancel your policy 14 days from either the purchase date of the policy or the date you receive your policy documents, whichever is later. You can cancel by contacting us as follows:

Ageas
Deansleigh House
Deansleigh Road
Bournemouth
BH7 7DU

- 0345 166 6384
- If your cover has not yet started, we will refund any premium already paid.
- If your cover has started, as long as you have not made a claim, and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which

might give rise to a claim, we will refund any premium already paid. If any claim has been made, you must pay the full annual premium.

### After the 14 day period

- You may cancel your policy any time after the 14 days by telephoning or writing to us at the details shown on the previous page.
- If your cover has not yet started, we will refund any premium already paid.
- If your cover has started, as long as you have not made a claim, and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged in proportion to the time on cover. If any claim has been made, you must pay the full annual premium.

### Our right to cancel your policy

We and your provider have the right to cancel this policy at any time by giving you 7 days' notice in writing. We'll tell you the reason why. Reasons why we may decide to cancel your policy include, but won't be limited to:

- We or your provider suspect fraud on this or another insurance policy. For more about how we deal with fraud and the consequences of it, please refer to the section titled "Fraud, Misrepresentation or Mis-description" shown later on this page.
- There's been a misrepresentation which means your provider no longer wishes to insure you.
- We're unable to take a payment from your account.
- You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- You won't give us information that we ask for

If your cover has started, as long as you have not made a claim, and neither

you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged in proportion to the time on cover. If any claim has been made, you must pay the full annual premium.

Your optional cover runs concurrently with your Ageas home insurance policy. If your home insurance policy is cancelled for any reason, any optional cover will also be cancelled.

We reserve the right not to invite you to renew your policy.

## Fraud, Misrepresentation or Mis-description

Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch will not pay any claim if it is in any respect dishonest or fraudulent.

## A person is committing fraud if they knowingly:

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

If Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch finds that fraud has been committed Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch will have the right to:

 Void the policy and may not refund any premium.

- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.
- Recover any cost incurred by Ageas/ Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch including investigating and legal costs.
- Recover the cost of any previously paid claims.

### In addition Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch may:

- Inform the police, which could result in prosecution.
- Inform other organisations as well as anti-fraud databases.

## Your information and what we do with it

Please refer to page 56 for further details on how your data will be collected, used, shared and stored.

#### IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium you pay.

#### **Authorisation**

**Legal Expenses** is provided by Arc Legal Assistance Ltd and underwritten by AmTrust Limited.

**Home Emergency** is provided by AXA Assistance and underwritten by Inter Partner Assistance S.A. UK Branch.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958.

Inter Partner Assistance S.A. UK Branch (IPA) which is fully owned by the AXA Assistance Group is authorised and regulated by the Financial Conduct Authority. IPA's firm reference number is 202664.

These can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register.

### **Governing Law and Language**

These Optional Cover policies will be governed by English law, and Ageas/Arc Legal Assistance/Inter Partner Assistance S.A. UK Branch agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

The language for contractual terms and communication will be English.

# **Legal Expenses cover**

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

### Part B – Legal Expenses

Please note: This optional cover only applies if shown on your Statement of Fact.

#### Your demands and needs

This policy meets the needs of a customer who wants access to legal advice and services for issues such as employment disputes, personal injury claims and clinical negligence.

The insurance covers advisers' costs and other costs and expenses as detailed under the separate sections of cover, up to the maximum amount payable which is £100,000 where:

- a The insured incident takes place within the period of insurance and within the territorial limits, and
- b The legal action takes place in the territorial limits and
- c Where there is a 51% or greater prospect of success (see page 76 for more information).

Once your claim has been accepted, we will appoint one of our panel solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises and you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser you will be liable to pay any advisers' costs over and above our standard advisers' costs.

# Who provides your Legal Expenses Cover

This policy is managed and provided by Arc Legal Assistance limited and 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 serviced number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

#### To make a claim

You should telephone the Legal Helpline number on **0345 128 7946** quoting "Ageas Select Home Legal".

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Legal Helpline on **0345 128 7946**.

Specialist solicitors are at hand to help you. If you need a solicitor 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 https://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 about whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Want to add Legal Expenses cover to your policy?



# Definitions applicable to your Legal Expenses policy only

Throughout this section, your legal expenses policy has certain words and phrases, which have special meanings and these are explained below:

**Adviser** – Our specialist panel solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

Advisers' Costs – Legal and accountancy fees and costs incurred by the adviser. Third party's costs shall be covered if awarded against you.

Conflict of Interest – There is a conflict of interest if 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.

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

#### **HM** Revenue and Customs Full

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

Home Insurance Policy – The Ageas Select Home Insurance Policy you have taken out to cover your property.

Insured Incident – The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from an HM Revenue and Customs Full Enquiry, the insured incident 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.

Need to make a claim on your Legal Expenses policy?

**Legal Action(s)** – The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

Maximum Amount Payable – We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an Insured Incident which is £100,000.

For the purposes of the maximum amount payable, only one insured incident will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance – This policy will run concurrently with your home insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your home insurance policy, cover will be provided from the date you bought it and will end on expiry of your home insurance policy.

Standard Advisers' Costs – The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the maximum amount payable and may, at our discretion, vary from time to time.

#### Territorial Limits -

- Contract Pursuit and Defence, Personal Injury & Clinical Negligence Sections of Cover: the United Kingdom and the European Union
- All other Sections of Cover: the United Kingdom and the Isle of Man.

**Underwriters** – AmTrust Europe Limited.

**We/Us/Our** – Unless otherwise stated we and us and our mean any, or all, of the following: Arc Legal Assistance Ltd, AmTrust Europe Limited and/or Ageas Retail Limited.

You/Your – The persons named on your home insurance Statement of Fact, residing at the property being insured, together with members of the family permanently residing there. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.



0345 128 7946

### Your Cover

#### **Contract Pursuit and Defence**

#### What is insured

- Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home.
- Advisers' costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main home.

#### What is not insured

#### Claims

- Where the contract was entered into before you first purchased this or similar insurance which expired immediately before this insurance began.
- Involving a vehicle owned by you or which you are legally responsible for.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

#### **Personal Injury**

#### What is insured

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

#### What is not insured

#### **Claims**

- Arising from medical or clinical treatment, advice, assistance or care.
- For stress, psychological or emotional injury unless it arises from you suffering physical injury.

- For illness, personal injury or death which are caused gradually or are not caused by a specific event.
- Involving a vehicle owned or driven by you.

#### **Clinical Negligence**

#### What is insured

 Advisers' costs to pursue a legal action for financial compensation for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.

#### What is not insured

#### **Claims**

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

#### **Employment Disputes**

#### What is insured

- Standard advisers' costs to pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland or the Isle of Man) against an employer or ex-employer for breach as an employee of your:
  - a) Contract of employment or
  - b) Legal rights under employment laws
- Standard advisers' costs to defend any subsequent counter claims brought by the employer or exemployer alleging a breach of your contract of eEmployment.

#### What is not insured

#### **Claims**

 Where the breach of contract occurred within the first 90 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

- For advisers' costs of any disciplinary, investigatory or grievance procedure connected with your contract of employment or the costs associated with any settlement agreement.
- Where the breach of contract is alleged to have commenced or to have continued after termination of your employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For advisers' costs awarded by an employment or employment appeals tribunal that you are ordered or agree to pay.

#### **Property Protection**

#### What is insured

- Advisers' 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. This section does not extend to divorce or matrimonial matters.
- Advisers' costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this insurance.

#### What is not insured

#### Claims

- Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

#### Tax

#### What is insured

 Advisers' costs incurred by an accountant if you are subject to an HM Revenue and Customs full enquiry into your personal income tax position.

This cover applies only if you have:

- a) Maintained proper, complete, truthful and up to date records
- Made all returns at the due time without having to pay any penalty
- Provided all information that HM Revenue and Customs reasonably requires.

#### What is not insured

#### **Claims**

- Where deliberate misstatements or omissions have been made to the authorities. In this event, you will be liable to pay all costs and fees.
- Where the Special Compliance Officer is investigating your affairs.
- For accountancy fees which relate to your business trade or profession.
- In respect of income or gains which have been under-declared because of false representations or statements by you.
- For advisers' costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs.
- For advisers' costs arising after you receive a notice telling you that the enquiry has been completed.
- For enquiries into aspects of your tax return (aspect enquiries).

#### **Motor Prosecution Defence**

#### What is insured

 Advisers' costs to defend a legal action in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at our discretion.

#### What is not insured

#### **Claims**

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or nonprescribed drugs, or prescription medication where you have been advised by a medical professional not to drive.
- For advisers' 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.
- For parking offences which you do not get penalty points on your licence for.

### Telephone Helplines

### European Legal & UK Tax Helpline

Use the 24 hour advisory service for telephone advice on any private or legal or taxation problem or concern to you or any member of your household. You should also telephone the legal helpline if you need to make claim under this insurance.

Simply telephone **0345 128 7946** and quote "**Ageas Select Home Legal**".

### Total Legal – Additional Legal Services

In this policy our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected.

#### Examples are:

- Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel of solicitors. Our panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

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

#### The Arc Legal Document Service

As part of your Legal Expenses policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives you peace of mind that if you are faced with a legal issue, you may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact ageaslegaldocs@arclegal.co.uk.

To use this service, call and quote 'Ageas' for an initial telephone conversation



#### General Exclusions

#### 1. There is no cover where:

- The insured incident began to start or had started before you bought this insurance.
- You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- An estimate of your advisers' costs of acting for you is more than the amount in dispute.
- You fail to give full information or facts to us or to the adviser on a matter material to your claim.
- Something you do or fail to do prejudices your position or the position of the underwriters in connection with the legal action.
- Advisers' costs or any other costs and expenses incurred which were not agreed in advance or are above those for which we have given our prior written approval.
- We repudiate your home insurance policy or refuse indemnity.

#### 2. There is no cover for:

- Advisers' costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- The amount of advisers' costs in excess of our standard advisers' costs where you have decided to use an adviser of your own choice.
- Claims over loss or damage where that loss or damage is covered under another insurance.
- Claims made by or against your insurance adviser, the underwriters, the adviser or us.
- Any claim you make which is false or fraudulent or exaggerated.

- Defending legal actions arising from anything you did deliberately or recklessly.
- Appeals without our prior written consent.
- The costs of any legal representative other than those of the adviser prior to the issue of court proceedings or a conflict of interest arising.
- Any costs which you incur and wish to recover which you cannot substantiate with documentary evidence.
- Advisers' 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:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- Planning law.
- Constructing buildings or altering their structure.
- Libel, slander or verbal injury.
- A dispute between you and someone you live with or have lived with.
- A lease or licence to use property or land.
- A venture for gain by you or your business partners.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review.
- A dispute with any financial services supplier arising from the

sale or performance of products and services offered or provided to you.

- Mining or quarrying.
- Subsidence downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves.
- Heave the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
- Landslip sudden movement of soil on a slope or gradual creep of a slope over a period of time.

#### **General Conditions**

#### 1. Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the insured 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. To report a claim you must follow the instructions under "How to make a claim" on page 68.
- b) We shall appoint the adviser to act on your behalf.
- c) We may investigate the claim and take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld. We may reach a settlement of the legal action.
- d) You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers' costs in excess

of our standard advisers' costs. The adviser must represent you in accordance with our standard conditions of appointment, which are available on request. If we cannot reach an agreement with the adviser over the terms of their appointment the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

#### e) The adviser must:

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
- Keep us fully advised of all developments and provide such information as we may require.
- **3)** Keep us regularly advised of advisers' costs incurred.
- 4) Advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further cover for advisers' costs unless we agree in our absolute discretion to allow the case to proceed.
- Submit bills for assessment or certification by the appropriate body if requested by us.
- **6)** Attempt recovery of costs from third parties.
- 7) Agree with us not to submit a bill for advisers' costs to the underwriters until conclusion of the legal action.
- f) In the event of a dispute arising as to advisers' costs we may require you to change adviser.
- g) Underwriters shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success.

- h) You must supply all information requested by the adviser and us.
- i) You are responsible for any advisers' costs if you withdraw from the legal action without our prior consent. Any costs already paid under this insurance must be reimbursed by you.
- j) 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.

#### 2. 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 that you are able to claim from your opponent will not be covered.

#### 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Complaint'), any dispute between you and us may, where the parties 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 arbitrator.

#### 4. Prospects of Success

At any time we may form the view that you do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. In forming this view we may consider:

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.

**d)** Whether your interests could be better achieved in another way.

#### 5. English Law

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

#### 6. Language

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

## 7. 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.

#### 8. 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

#### 10. 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 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 fraudulent act.

# **Home Emergency cover**

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

### Home Emergency

Please note: This optional cover only applies if shown on your Statement of Fact.

#### Your demands and needs

This policy meets the needs of a customer who wants cover for emergency call outs, labour and parts for typically a temporary repair when something in the home goes wrong (i.e. central heating breaks down, burst pipes).

### Who provides your Home Emergency Policy?

This policy is underwritten by Inter Partner Assistance S.A. UK Branch. with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority, Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website at www.fca.org.uk

# What to do if you need to make a claim?

When you become aware of a possible claim under this policy, you must notify us immediately by telephone on **0345 128 7939.** 

This number is available 24 hours a day, 365 days a year.

We will then advise you how to protect you and your home.

We will pay up to £500 per claim including V.A.T for call outs, parts and labour to carry out a temporary repair, or if at a similar expense, a permanent repair. If the repair exceeds £500 in total to complete, we will advise you of the cost and will proceed only if you agree to pay for the amount above £500.

The police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major emergencies which may result in serious damage or danger to you or anyone else should immediately be reported to the appropriate public supply authority, or in the case of difficulty, to the emergency services.

Suspected gas leaks must always be reported to National Gas Emergency Service on **0800 111 999**.

Want to add Home Emergency cover to your policy?



# Definitions applicable to your Home Emergency cover

Certain words in your policy document or Statement of Fact have a particular meaning as shown below. Whenever we use one of these words it will always have the same meaning.

Approved Contractor – A tradesman approved and authorised by us in advance to carry out repairs.

**Emergency** – A sudden and unexpected event at your home which if not dealt with immediately will:

- expose you or a third party to a risk to their health or
- make your home unsafe or insecure or
- will cause damage or further damage to your home and its contents or
- will leave your home without mains services

Emergency Repair – A temporary repair carried out by an approved contractor which is necessary to resolve the immediate emergency but which will need to be replaced by a permanent repair.

**Geographical Limits** – Comprising of the United Kingdom and the Isle of Man.

Home – Your principal residence used for domestic purposes including any part of the residence used for business purposes (providing no more than half of the rooms in total are used for this purpose).

Mains Services – Mains drainage to the boundaries of your home, water, electricity and gas including oil and LPG within the home.

Period of Insurance – The 12 month period starting from the commencement date shown on the confirmation letter. Please note that you are not able to make any claims within the first 14 days following your initial purchase of this policy.

Permanent Repair – A repair or other work necessary to put right the damage caused to your home by the emergency.

Residence – The house, bungalow or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in your Ageas Home Insurance Policy, that is built of brick, stone, concrete or other noncombustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials. This excludes bed-sits or properties with multiple occupation/residential or nursing homes.

**Unoccupied** – Not being lived in by you or your family, or any other person with your permission.

We/Us/Our – Unless otherwise stated we and us and our mean any, or all, of: Inter Partner Assistance S.A. UK Branch, 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 and/or Ageas Retail Limited.

You/Your – The person named on the Statement of Fact and members of their household normally living with them.

Need to make a claim on your Home Emergency policy?



## Your Cover

What's covered	What's not covered
An event which we consider to be an emergency to your home by the following causes:	<ul> <li>An emergency which happens before the period of insurance starts or within 14 days of the date of first purchase of this policy.</li> </ul>
Bursting or sudden leakage of water pipes within your home or failure of your domestic hot water heating system.	<ul> <li>dripping taps.</li> <li>burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.</li> <li>slow seepage from joints or gaskets which does not involve a sudden escape of water.</li> <li>leaking overflows.</li> <li>the results of hard water scaling deposits.</li> <li>breakage of any basin, bath, bidet or shower base.</li> </ul>
Failure of or damage to underground drains or sewers within the boundary of your home.	<ul> <li>blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.</li> <li>the results of hard water scaling deposits.</li> </ul>
Complete failure of your mains services for which you are legally responsible.	<ul> <li>malfunctioning or blockage of cesspits or septic tanks and their associated pipe work.</li> <li>loss or damage arising from the utility company interrupting or deliberately disconnecting the mains services or any equipment they are responsible for.</li> </ul>
Complete failure of your central heating system involving a boiler or warm air unit.	<ul> <li>replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.</li> <li>any costs for work recommended as being undertaken following a service of your boiler or warm air unit.</li> <li>any failure of your boiler which is less than 12 months old, or is covered by a manufacturer's or fitter's guarantee.</li> <li>any failure of your boiler where we have previously made a beyond economic repair contribution unless a new boiler has been installed (and it is no longer covered by a manufacturer's or fitter's guarantee).</li> </ul>

 any intermittent or reoccurring fault. any water pressure adjustments or failure caused through hard water scale or sludge. gas leaks from any appliances or pipes that are the responsibility of the utility company. any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. any boiler or system noise. anv radiator valves. any airlocks in the central heating piping. any costs relating to the repair or replacement of the central heating pump, where this is separate to the boiler, or wall or room thermostat. the results of hard water scaling deposits. items designed to be regularly replaced in the normal operation of the boiler such as burner nozzles. filters etc. Damage to, or mechanical failure of, the Any claim where there is another working toilet within your home, only accessible toilet or cistern in your home which results in complete loss of unless you are unable to access it. function breakdown of, loss of or damage to Saniflo toilets. cost of replacement ceramics or parts. Removal of wasp nests, mice or rats any infestations or pests in gardens, within your home. or outbuildings. any damage caused by the pests or infestations or by their removal. any damage caused by domestic pets living in your home. Damaged or broken locks, doors breakage of internal glass or doors. and windows. Break-in or vandalism any loss not reported to the Police. compromising the security of your home. Where your home is rendered not fit Any accommodation for persons that to live in as a result of an emergency do not normally reside in your house. covered by this policy, if you ask us · Laundry services, room service, we will arrange and pay up to a total restaurant or bar bills. of £250 including VAT for reasonable overnight accommodation only costs, incurred by you.

### **Policy Exclusions**

#### You are not covered for:

- Any loss or damage arising from faults, damage or infestation that you were aware of at the time you entered into this contract.
- Any costs incurred when you have not notified us and received our prior agreement.
- Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
- Any replacement costs as a consequence of natural wear and tear, gradual deterioration or your failure to maintain your home.
- Any repairs due to your failure to carry out any remedial work that has been recommended or any costs incurred where you have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to emergencies, breakdown and/or failure.
- Damage incurred in gaining necessary access or the cost of effecting permanent repairs once the emergency has been resolved, including any redecoration or making good the fabric of the home. Your consent will be obtained prior to these works commencing.
- Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
- Any claim when the home has been left unoccupied for 60 consecutive days or more.
- Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.

- Any loss or damage arising as a consequence of:
  - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
  - b) 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 thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Any loss, injury, damage or legal liability arising directly or indirectly from:
  - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date.
  - b) computer viruses.
- Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on our part can be demonstrated. An example of this would be loss of wages as a result of an emergency.
- Costs associated with any other property, home contents or communal/shared areas of your home.
- Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.

- Subsequent claims arising from the same cause or event, when you have not taken or paid for the action recommended by our approved contractor to ensure that the original fault has received a permanent repair.
- Any claim where no fault is found.
- Failure of any services where the problem is situated outside the boundary of the plot of land on which your home is situated or beyond the part of the sole or shared supply system or piping for which you are legally responsible.

### **Policy Conditions**

- You must answer all questions honestly and fully at all times. You must also tell us straight away if anything that you have already told us changes. If you do not tell us, your policy may be cancelled and any claim you make may not be paid.
- You must take all reasonable steps to protect your home and prevent loss and damage and to maintain your home in sound condition and good repair.
- We will not pay for any claim that is in any way fraudulent or exaggerated, or if you or anyone acting for you uses fraud to get benefits under this policy. If you do, we will cancel the policy and we will not refund any premiums.
- We will insure you under this policy only if you keep to the terms and conditions of this policy.
- We may take proceedings at our expense and for our own benefit, but in your name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable us to recover any costs we have incurred from any third party who may have liability for the costs.
- When you become aware of a possible claim under this policy, you must notify

- us immediately. If for any reason we allow you to use your own appointed contractor, you should obtain an estimate for the work and contact us for authorisation to continue with the repair. You must then at your own expense supply us with a written statement and other supporting documentation that we may require to substantiate your claim as soon as is reasonably possible.
- If there is any dispute about the policy interpretation, or if we have accepted a claim but there is a disagreement over the amount we will pay, we offer you the option of resolving this by using the arbitration procedure we have arranged. Please see details shown in the how to make a complaint section on page 62. Using this service will not affect your legal rights.
- You must promptly pay us or the approved contractor for all work authorised by you which is not covered under this insurance policy.
- If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, you must provide us with full details of the other contract. We will not pay more than our fair share (rateable proportion) of any claim.
- The contractual terms and conditions, and other information relating to this contract will be in the English language.
- 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.

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