

Buildings and contents
insurance for landlords

Your policy
booklet
Buy to Let

the index
to let
020 8875 5

February 2014 edition

redefining / standards



Helpful phone numbers

Buildings and Landlords contents claims

0870 556 1161

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

Landlord's legal document service **User ID:Landlord Password: London2012**

Access to a range of standard legal documents relating to letting your property.

You will need to enter the following website address:

www.shoosmiths.co.uk/landlord and enter the user ID and password stated above.

Legal helpline, Legal expenses and Tenancy disputes and rent guarantee

0870 240 2096

The confidential Legal helpline service offers legal advice over the phone (please quote AXA Buy to Let).

Tenancy disputes and rent guarantee cover is an additional cover. Your policy schedule will confirm as to whether you have chosen this cover.

Domestic helpline and Home assistance

0870 646 4952

The Domestic helpline offers practical advice when trouble strikes in the home. Burst pipes, blocked drains, electrical faults – we can arrange for an approved contractor to visit your property and sort out the problem as quickly as possible. You will be responsible for any call out charges, parts and labour costs.

If you have upgraded to the Home assistance cover we will pay up to £500 towards the costs and fees covered by this section. Your policy schedule will confirm as to whether you have chosen this cover.

In order to maintain a quality service phone calls may be monitored or recorded.

Tenancy disputes and rent guarantee and Home assistance are optional sections. Please check your policy schedule to confirm the cover is included before calling.

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Your policy

Thank you for choosing AXA Insurance UK plc.

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

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

Important information

Please read this policy booklet with your policy schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your insurance adviser.

Please read the complaints procedure in the Making a complaint section. There are separate complaints procedures for Legal expenses, Tenancy disputes and rent guarantee and Home assistance within those sections.

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

✓ What is covered

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

X What is not covered

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

The law which applies to this policy

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

Meaning of defined terms

Meanings that apply throughout your policy

These meanings apply throughout the policy apart from the Legal expenses, Tenancy disputes and rent guarantee and Home assistance sections where separate meanings apply.

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

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

The definitions are listed alphabetically.

Buildings

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

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues

- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- inspection hatches and covers all supplying your property
- **outbuildings**.

Business

Ownership of the **buildings** belonging to the **private residence(s)** shown in the policy schedule.

Employee

Any person employed under a contract of service with you to carry out domestic duties associated with the **business**.

Endorsement

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

Excess

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

Flood

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

Heave

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

Meaning of defined terms

Landlord's contents

The full definition can be found in the Landlord's contents section of your policy booklet.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time.

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings but not including caravans, mobile homes or motor homes

which do not form part of the main structure of the **private residence** and are used for domestic purposes.

Private residence

A self contained private dwelling house, maisonette or flat within a block of flats or complex as shown in your policy schedule but not including car ports, garages and **outbuildings**.

Settlement

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

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 25mm per hour or

- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

* Equivalent to storm force 10 on the Beaufort Scale.

Subsidence

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

Unoccupied

Not lived in for 60 or more consecutive days.

Vermin

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

We/us/our

AXA Insurance UK plc.

You/your

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

General conditions

These conditions apply throughout your policy. For Legal expenses, Tenancy disputes and rent guarantee and Home assistance sections additional conditions apply.

You must comply with the following conditions to have the full protection of your policy.

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

- cancel your policy
- declare your policy void (treating your policy as if it never existed)
- change the terms of your policy
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

1 Providing accurate and complete information

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

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

2 Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in

your proposal form, statement of fact or schedule changes during the period of insurance.

Examples of changes we must be made aware of are:

- Any structural alterations to your **buildings**.
- If the **private residence** will no longer be let.
- If the **private residence** will be used for any reason other than private residential purposes.
- If the **private residence** will be **unoccupied**.
- If you have been declared bankrupt or been subject to bankruptcy proceedings.
- If you have received a police caution for or been charged with any offence other than driving offences.

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

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

3 Maximum limits

- a** The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able

General conditions

to settle claims at the percentage you are insured for. For example, if the value of your **buildings** shown on your schedule only represents 70% of the full rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the policy will no longer meet your needs.

b The value of your **landlord's contents**.

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

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

The full replacement value of your **landlord's contents** means the current cost to replace all your **landlord's contents** as new.

If the full replacement value of your **landlord's contents** exceeds the

amount shown in your schedule the cover under the policy will no longer meet your needs.

4 Taking care of your property

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

You must maintain the **landlord's contents** and the structure of the **buildings** in good repair.

5 Occupiers non-invalidation

Your cover under this insurance shall not be prejudiced by any act or neglect by a tenant of any **private residence** where the risk of loss or damage is increased without your authority or knowledge providing that when you become aware you let us know immediately. We will then tell you about any change in terms or increase in premium.

6 Dual insurance

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same injury, loss, damage, expense or liability we will not pay more than our proportional share.

7 Unoccupancy between tenancy agreements

If any **private residence** is not lived in for seven consecutive days or more whilst untenanted you must ensure that:

General conditions

- a** the gas, electricity and water is turned off at the mains and the water or heating system is drained or
- b** the **private residence** is maintained at a temperature no less than 10°C and
- c** the premises are visited at least once every seven days.

8 Passenger lifts

You must ensure that for each passenger lift in the **buildings** which are owned by you or for which you are responsible you have a maintenance contract with the manufacturer or other competent party all safety related recommendations made by the manufacturer or other competent party are immediately carried out.

9 Cancelling the policy

Statutory cancellation rights

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

AXA Insurance Customer Services
Personal Lines
PO Box 147
Civic Drive
Ipswich
IP1 2AN

We will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

Cancellation outside the statutory period

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

As long as you have not incurred eligible claims during the period we have been on cover we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

If you are paying by instalments your instalments will end and if you incur eligible claims you will either have to continue with the instalment payments until the policy renewal date or we may at our discretion take the outstanding instalments you owe from any claim payment we make.

Non payment of premiums

We reserve the right to cancel this policy by providing 14 days prior written notice in the event of non payment of the premium or default if you are paying by instalments.

If we are unable to collect a payment by instalments we will use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the policy.

General exclusions

These exclusions apply throughout your **policy**.

We will not pay for:

1 Riot/civil commotion

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

2 Sonic bangs

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

3 Reduction in market value

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

4 Confiscation

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

Exclusions 1-4 above do not apply to

- *Property owner's liability,*
- *Public liability and*
- *Employer's liability.*

5 Radioactive contamination

- a** loss or damage to any property or any loss or expense resulting therefrom or any additional loss, damage or expenses and
- b** any legal liability

directly or indirectly caused by or contributed to by or arising from:

- i** ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

6 War risks

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

7 Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public

General exclusions

in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

8 Pollution/contamination

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

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

9 Gradual deterioration/maintenance

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

10 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you.

Claims conditions

These conditions apply throughout your policy other than Legal expenses, Tenancy disputes and rent guarantee and Home assistance where separate conditions apply.

You must comply with the following claims conditions to have the full protection of your policy.

If you do not comply with them we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

The first thing you must do

We recommend that you check your cover. This policy booklet contains details of what is covered and how claims are settled. Your policy schedule will show what sections are in force.

If injury, loss or damage happens.

You should immediately:

- inform the police and obtain a crime or lost property reference number if property is lost or stolen or malicious damage is suspected
- call the appropriate helpline. Helpline numbers are shown in your policy schedule and the Helpful phone numbers page of your policy booklet
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

What you must do after making a claim

- If we ask, you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you or your family responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.
- To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.
- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.
- We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

What you must not do

- admit or deny any claim made by someone else against you or make any arrangement with them
- abandon any property for us to deal with
- dispose of any damaged items as we may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim in your name for our benefit against

Claims conditions

any other party. We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.

Fraud

If you or anyone acting for you:

- knowingly makes a fraudulent or exaggerated claim under your policy;
- knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- refuse to pay the claim;
- declare the policy void, treating it as if it had never existed without any refund of premium; and
- recover any sums that we have already paid under the policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

Making a claim

When you need to make a claim or think you do, please call our claims team who will immediately take action to help you. To make the claims process quicker please have your policy number to hand and a full description of the incident.

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

When you phone we will:

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

If you have upgraded to the Home assistance cover you may be able to claim up to £500 towards the costs and fees covered by this section. Please read the Home assistance section for details of the cover.

- Call the claims team who can discuss the claim and give you some practical advice. Please look at the phone numbers on page 2 and choose the most appropriate number.
- Do not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage.

What you should do in an emergency

- Take any immediate steps to prevent further loss or damage to the property such as switching off gas, electricity and water supply.
- Phone the 365 days a year 24 hour emergency helpline. By phoning the helpline a vetted tradesperson will be appointed to undertake any emergency repairs. You will remain responsible for any call out charges, parts and cost of labour.

How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash.

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

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

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

Buildings

We will settle claims for loss or damage to the **buildings** without taking off an amount for wear or tear as long as:

- the **buildings** are maintained in good repair
- the repair or reinstatement is carried out and
- the sum insured at the time of the loss or damage represents at least the cost of rebuilding all the property covered in the same form, size, style and condition as new.

Landlord's contents

We will settle claims for loss or damage to items which are not capable of economic repair on the basis of cost as new at the time of the loss or damage provided the items have been kept in a good state of repair and the sum insured represents the full value of the property (see General conditions).

Matching sets and suites

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

If a carpet is damaged beyond repair we will only pay to have the damaged carpet replaced. We will not cover any undamaged carpet in adjoining rooms.

Inflation protection

To help protect you against the effect of inflation we will review and amend where necessary every sum insured under **buildings** and **landlord's contents** at the end of each month by the percentage change in the following indices:

Buildings

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

Landlord's contents

The Consumer Durables Section of the Retail Price Index compiled by the Office for National Statistics.

If an index becomes unavailable we will use a suitable alternative index.

We will not reduce the sums insured or monetary limits if an index falls.

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

Although you have the benefit of Inflation protection you should not rely on this alone to ensure your **buildings** and **landlord's contents** sums insured are adequate.

The rebuilding cost of your **buildings** or value of **landlord's contents** may be growing faster than inflation – perhaps because of a new extension or items you have purchased.

Buildings standard cover

Your policy schedule will show if this section has been chosen.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** sum insured for each **private residence** as shown in your policy schedule for any one claim under Buildings covers 1-13.

We will also pay the additional amounts under Buildings covers 14-20 up to the limits shown.

Your policy covers loss or damage to the **buildings** by the following covers:

Cover 1 – Fire, explosion, lightning or earthquake

✓ What is covered

Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Smoke damage arising gradually out of repeated exposure.

Cover 2 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage:
 - a caused by frost, **subsidence**, ground **heave** or **landslip**
 - b to paths, drives, gates, hedges and fences
 - c caused by any gradually operating cause or wear and tear.

Cover 3 – Riot and civil commotion

✓ What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

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

Cover 4 – Malicious people

✓ What is covered

Loss or damage caused by malicious people.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Malicious damage caused by you.

Cover 5 – Subsidence, ground heave or landslip

✓ What is covered

Loss or damage caused by **subsidence** or ground **heave** of the site on which the **buildings** stand or **landslip**.

X What is not covered

- 1 The amount of the **subsidence excess** shown in your policy schedule.
- 2 Loss or damage:
 - a to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts, permanent swimming pools unless the **private residence** or its garages or **outbuildings** have been damaged at the same time by the same cause
 - b due to normal **settlement**, shrinkage or expansion
 - c to or as a result of movement of solid floor slabs and non load bearing walls unless the foundations beneath the external walls of the **private residence** are damaged at the same time by the same cause
 - d arising from construction, structural alteration, repair or demolition
 - e caused by coastal or river bank erosion
 - f arising from the use of defective materials, defective design or faulty workmanship.

Cover 6 – Escape of water or frost damage

✓ What is covered

Loss or damage caused by escape of water from or frost damage to:

- 1 a fixed water, drainage or heating installation
- 2 a washing machine, dishwasher, fridge or freezer.

We will also pay up to £5,000 for any one claim for costs incurred in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage:
 - a caused by **subsidence**, ground **heave** or **landslip**
 - b while a **private residence** is **unoccupied**
 - c by dry rot.

Cover 7 – Escape of oil

✓ What is covered

Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Buildings standard cover

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 8 – Theft

✓ What is covered

Loss or damage caused by theft or attempted theft.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 9 – Collision

✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices (or anything dropped from them), vehicles or animals.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused by domestic pets or insects.

Cover 10 – Aerials and satellite dishes

✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials,

satellite dishes, lampposts, telegraph poles, electricity pylons, poles or overhead cables.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage to the items themselves.

Aerials and satellite dishes may be covered under the Landlord's contents section.

Cover 11 – Falling trees

✓ What is covered

Loss or damage caused by falling trees or branches.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused during tree felling, lopping or topping.
- 3 The cost of removing fallen trees or branches that have not caused damage to the **buildings**.

Cover 12 – Glass and sanitaryware

✓ What is covered

Accidental breakage of:

- 1 fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas
- 2 fixed sanitaryware and bathroom fittings

Buildings standard cover

3 fixed ceramic hobs and ceramic tops of fixed cookers.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Failure of double glazing seals unless there is breakage of glass.

Cover 13 – Service pipes and cables

✓ What is covered

Accidental damage to cables, drain inspection covers and underground drains, pipes and tanks for which you are responsible providing services to or from the **buildings**.

We will also pay up to £1,000 for any one claim for costs incurred in locating the source of the damage including the reinstatement of any wall, fence or path removed or damaged during the search.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused by any gradually operating cause or wear and tear.

Cover 14 – Debris removal and building fees

✓ What is covered

We will pay up to 10% of the **buildings** sum insured for:

20 Defined terms are **highlighted in bold blue** ▶ see page 5 for their meanings

1 architects, surveyors, consulting engineers and legal fees

2 the cost of clearing debris from the site or demolishing or shoring up the **buildings**

3 the cost to comply with government or local authority requirements

incurred during the reinstatement of the **buildings** following a valid claim for damage under Buildings covers 1-11.

X What is not covered

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

Cover 15 – Loss of rent/ alternative accommodation

✓ What is covered

We will pay up to 20% of the **buildings** sum insured for any one claim for:

1 the amount of rent (including ground rent and management charges) you lose or

2 the reasonable cost of alternative accommodation for your tenants

when a **private residence** cannot be lived in due to loss or damage under Buildings covers 1-11.

X What is not covered

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

Buildings standard cover

Cover 16 – Keys and locks

✓ What is covered

We will pay up to £1,000 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors of the **private residence**
- 2 an alarm protecting the **private residence**

after the keys are lost or stolen.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 The cost of replacing keys and locks to a garage or **outbuilding**.
- 3 Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the **private residence**.

Cover 17 – Domestic heating oil

✓ What is covered

We will pay up to £500 for any one claim for accidental loss of domestic heating oil.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 18 – Metered water

✓ What is covered

We will pay up to £2,500 for any one claim for accidental loss of metered water.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 19 – Lawns and gardens

✓ What is covered

We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the emergency services while attending the **buildings** to deal with an emergency included under Buildings covers 1-11.

X What is not covered

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

Cover 20 – Property owner's liability

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the **buildings** in respect of accidental:

Buildings standard cover

- 1 death, bodily injury or illness of any person and
- 2 damage to material property not belonging to or in the custody or control of you or your **employee** (except for **employees'** personal effects)

arising from:

- a your ownership of the **buildings**
- b defective work carried out by you or on your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a **private residence**.

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

We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X What is not covered

- 1 Liability in respect of your death, bodily injury or illness.
- 2 Liability in respect of death, bodily injury or illness of any person employed by you in connection with the **business** or in connection with any other trade or profession and arising out of or in the course of their employment.

3 Liability arising from:

- a any deliberate act by you or any **employee** of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an **employee**
- b the pursuit by you of any trade or profession other than the **business**
- c an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- d the demolition of or any structural alteration or addition to any part of the **buildings** other than normal maintenance of the **buildings**
- e the occupation of the **buildings**
- f the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles and children's motor cycles and children's motor cars, quad bikes and children's quad bikes and children's motor scooters) but we will cover liability arising from the ownership, possession or use of lawn mowers and garden implements
- g the cost of rectifying any fault or alleged fault.

Extension to buildings – accidental damage

Your policy schedule will show if this extension has been chosen.

✓ What is covered

Accidental damage to the **buildings**.

X What is not covered

- 1** The amount of the **excess** shown in your policy schedule.
- 2** Loss or damage:
 - a** specifically excluded under Buildings covers 1-20
 - b** by frost
 - c** by wear and tear or gradually developing deterioration
settlement or shrinkage of the **buildings**
 - d** by wet or dry rot or fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - e** by chewing, scratching, tearing or fouling by domestic animals
 - f** by mechanical or electrical breakdown or derangement
 - g** specifically covered elsewhere in this policy
 - h** arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration
 - i** arising from faulty workmanship, defective design or use of defective materials
 - j** while a **private residence** is **unoccupied**.

Landlord's contents standard cover

Your policy schedule will show if this section has been chosen.

The Inflation protection section applies.

What are landlord's contents

Furniture, carpets, furnishings and household goods that either belong to you or for which you are legally responsible and are contained in the **private residence**.

What items are not covered

- 1** Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, quad bikes and children's motorcycles, motorcars, quad bikes and motor scooters) but we will cover lawnmowers and garden tools.
- 2** Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in 1 above.
- 3** Landlord's fixtures and fittings included in the **buildings** section.
- 4** Tenant's property.
- 5** Property more specifically insured by any other insurance.
- 6** Any living creature.
- 7** Documents.
- 8** Clothes and personal items likely to be worn, used or carried and also sports equipment and bicycles.
- 9** Jewellery (including costume jewellery) articles of or containing gold, silver or other precious

metals, watches, furs, cameras (including video cameras and camcorders), binoculars, pictures and other works of art and collections of stamps, coins and medals.

- 10** Coins and bank notes in current use, cheques, postal orders and money orders, premium bonds, savings stamps and certificates, postage stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps, phone cards, event and entertainment tickets, lottery and raffle tickets and electronic money cards.
- 11** Computers and computer equipment.
- 12** Property used for any trade, profession or employment purposes other than for the **business**.

What is the most we will pay?

We will pay up to the **landlord's contents** sum insured for each **private residence** as shown in your policy schedule for any one claim under covers 1-13.

We will also pay the additional amounts under **landlord's contents** covers 14-16 up to the limits shown.

Your policy covers loss or damage to **landlord's contents** contained in a **private residence** by the following covers:

Landlord's contents standard cover

Cover 1 – Fire, explosion, lightning or earthquake

✓ What is covered

Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Smoke damage arising gradually or out of repeated exposure.

Cover 2 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage:
 - a by frost
 - b to property in the open
 - c caused by any gradually operating cause or wear and tear.

Cover 3 – Riot and civil commotion

✓ What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

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

Cover 4 – Malicious people

✓ What is covered

Loss or damage caused by malicious people.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Malicious damage caused by you.

Cover 5 – Subsidence, ground heave or landslip

✓ What is covered

Loss or damage caused by:

- 1 **subsidence** or ground **heave** of the site on which the **buildings** stand
- 2 **landslip**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused by coastal or river bank erosion.

Landlord's contents standard cover

Cover 6 – Escape of water

✓ What is covered

Loss or damage caused by escape of water from:

- 1 a fixed water, drainage or heating installation
- 2 a washing machine, dishwasher, fridge or freezer.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 7 – Escape of oil

✓ What is covered

Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 8 – Theft

✓ What is covered

Loss or damage caused by theft or attempted theft following violent and forcible entry to or exit from the **private residence**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 9 – Collision

✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices (or anything dropped from them), vehicles or animals.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused by domestic pets or insects.

Cover 10 – Aerials and satellite dishes

✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials and satellite dishes.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage to the items themselves.

Aerials and satellite dishes may be covered under the Audio and Audio visual equipment cover.

Landlord's contents standard cover

Cover 11 – Falling trees

✓ What is covered

Loss or damage caused by falling trees or branches.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage caused by tree felling, lopping or topping.
- 3 The cost of removing fallen trees or branches.

Cover 12 – Mirrors and glass

✓ What is covered

Accidental breakage of:

- 1 mirrors
- 2 fixed glass in and glass tops of furniture
- 3 ceramic hobs, ceramic tops and glass oven doors of unfixed or freestanding cookers.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 13 – Audio and audio visual equipment

✓ What is covered

Accidental damage to:

- 1 television sets and their aerials

To make a claim under this section please call 0870 556 1161

- 2 radios, record players, compact disc players and tape recorders
- 3 video recorders and DVD players
- 4 cable/satellite/digital television receivers

which are owned by you or for which you are legally responsible.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Mechanical or electrical breakdown or failure.
- 3 Loss or damage:
 - a to portable equipment if it is being transported or carried or moved
 - b to CDs, DVDs, records, discs, cassettes and tapes
 - c caused by or in the process of cleaning, maintenance, repair or dismantling
 - d to equipment in the open
 - e caused by chewing, scratching, tearing or fouling by domestic pets
 - f caused by any gradually operating cause or wear and tear
 - g to computers and computer equipment
 - h caused by rot or fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - i caused by the action of light or any atmospheric or climatic condition

Landlord's contents standard cover

- j arising from the cost of remaking any film disc or tape or the value of any information contained in it.

Cover 14 – Contents in the garden

✓ What is covered

We will pay up to £250 for any one claim arising from Landlord's contents covers 1-11 for loss or damage to **landlord's contents** when in the open within the boundaries of the **buildings**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage to plants and trees.
- 3 Loss or damage to audio and audio visual equipment.
- 4 Any loss or damage specifically excluded under Landlord's contents covers 1-11.
- 5 Any items mentioned under Landlord's contents What items are not covered.

Cover 15 – Contents in garages and outbuildings

✓ What is covered

We will pay up to £1,000 for any one claim arising from Landlord's contents covers 1-11 for loss or damage to **landlord's contents** while contained in a garage or **outbuilding** belonging to the **private residence**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Any loss or damage specifically excluded under Landlord's contents covers 1-11.
- 3 Any items mentioned under Landlord's contents What items are not covered.

Cover 16 – Public liability

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the **landlord's contents** in respect of accidental:

- 1 death, bodily injury or illness of any person
- 2 damage to material property not belonging to or in the custody or control of you or your **employee** (except for **employees'** personal effects).

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

We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X What is not covered

- 1** Liability in respect of your death, bodily injury or illness.
- 2** Liability in respect of death, bodily injury or illness of any person employed by you in connection with the **business** or in connection with any other trade or profession and arising out of or in the course of their employment.
- 3** Liability arising from:
 - a** any deliberate act by you or any **employee** of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an **employee**
 - b** the pursuit by you of any trade or profession other than the **business**
 - c** an agreement which imposes a liability on you which you would not be under in the absence of such agreement
 - d** the transmission of any contagious disease or virus
 - e** the ownership of the **buildings**
 - f** the ownership, possession or use of aircraft, boats, watercraft or mechanically propelled vehicles (which includes motor cycles and children's motor cycles and children's motor cars, quad bikes and children's quad bikes and children's motor scooters but we will cover liability arising from the ownership, possession or use of lawn mowers and garden tools.

Extension to landlord's contents – accidental damage

Your **policy** schedule will show if this extension has been chosen.

✓ What is covered

Accidental damage to **landlord's contents** while in the **private residence**.

We will also pay up to £1,000 for any one claim for accidental damage to **landlord's contents** in a garage or **outbuilding** belonging to the **private residence**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Any loss or damage specifically excluded under the Landlord's contents covers 1–16.
- 3 Accidental loss or damage:
 - a by mechanical or electrical breakdown or failure
 - b arising from the cost of remaking any film, disc or tape or the value of any information held on it
 - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d by chewing, scratching, tearing or fouling by domestic animals
 - e by rot or fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - f by the action of light or any atmospheric or climatic conditions
 - g by any gradually operating cause or wear and tear

- h to food, drink or plants
- i to computers or computer equipment
- j arising from depreciation in value and unless we specifically provide cover under this insurance any other loss, damage or additional expense. Examples of such loss, damage or additional expense are loss of earnings or the cost of preparing a claim i.e the cost of telephone calls
- k while a **private residence** is **unoccupied**
- l more specifically insured under any other insurance policy
- m specifically provided for under Landlord's contents standard cover.

Employer's liability

This section is automatically included.

Recovery of payments

This cover is in accordance with the provisions of any law relating to the compulsory insurance of liability to **employees** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **employee** sustained during the period of insurance and arising out of and in the course of employment by you in connection with the **business** within the United Kingdom, Channel Islands or the Isle of Man.

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

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

X What is not covered

- 1 Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.
- 2 Legal costs or expenses insured by any other policy.

Legal expenses

Your **policy** schedule will show if this section has been chosen.

Your **insurer** under this section is Inter Partner Assistance S.A. Registered No FC008998.

Definitions

Where we explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Legal expenses section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for you.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Limited who administer claims under this section on our behalf.

Insured/you/your

The individual or organisation shown in your policy schedule as the policyholder and defined in the tenancy agreement as the Landlord. If you die your personal representatives will be covered to pursue cases covered by this section

on behalf of you that arose prior to your death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The insured property as shown in your policy schedule.

Insurer/we/us/our

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA').

IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Period of insurance

The dates shown in your policy schedule.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Legal expenses

Legal helpline

You can contact our helpline on 0870 240 2096 for advice on any problem or concern in connection with the **insured property**. Please quote AXA – Buy to Let when you call. The helpline is available 24 hours a day 365 days a year.

Specialist lawyers are at hand to help you. If you need a lawyer to act for you and your problem is covered under this insurance, we will ask you to complete a claim form. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

The legal helpline is provided on our behalf by Shoosmiths Solicitors or their agents that we have authorised.

We will monitor and record calls that are made to us for training and other lawful purposes.

Landlord's legal document service

We are able to provide a range of generic and bespoke landlord and tenant legal documents. The service has been arranged by **Arc** Legal Assistance and is provided by leading law firm Shoosmiths Solicitors. It can provide a range of useful documents including tenancy agreements, pre-grant notices, guarantor agreements and tenancy termination notices etc.

You can access this service by logging on to www.shoosmiths.co.uk/landlord.

You will need to enter the User ID as Landlord and enter the Password as London2012. Please note that the log

in process is case specific. As well as providing standard template documents, the service also offers personalised and bespoke documents however you will have to pay a fee for these. Fees will be provided in advance and no work will be progressed until you have expressly agreed to the fee. All fees are payable by credit card.

✓ What is covered

We will pay up to £50,000 for any one **insured incident** to cover **advisers' costs** where:

- 1 the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
- 2 the **proceedings** take place in the United Kingdom.

You are covered for **advisers' costs** to pursue **proceedings** for nuisance or trespass against the person or organisation infringing your legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance.

There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against you in relation to the **insured property** under:

- a The Gas Safety (Installation and Use) Regulations 1994.
- b The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993.

Legal expenses

- c** The Electrical Equipment (Safety) Regulations 1994.

And later amending regulations or their equivalent outside of England and Wales but within the United Kingdom.

You must take all reasonable steps to comply with these regulations and keep evidence of this.

X What is not covered

- 1** There is no cover where:

- a** your act, omission or delay prejudices your or our position in connection with the **proceedings** or prolongs the length of the claim
- b** the **insured incident** began to occur or had occurred before you purchased this insurance
- c** you should reasonably have realised when purchasing this insurance that a claim might occur
- d** you do not give proper information to **Arc** or to the **adviser**
- e** you have breached a condition relating to this section of your policy
- f** **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning.

- 2** There is no cover for any claim arising from:

- a** works undertaken or to be undertaken by or under the order of any government or public or local authority

- b** planning law
- c** structural alteration to buildings
- d** anything said or written about you
- e** divorce, matrimonial or family matters or **proceedings**
- f** any ventures or business projects unrelated to your activities as a landlord
- g** a dispute between persons insured under this policy
- h** an application for Judicial Review
- i** a novel point of law
- j** something you have done, knowing it to be wrongful or ignoring that possibility.

- 3** There is no cover:

- a** for any claim which is not reported to **Arc** within 180 days of the **insured incident**
- b** for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- c** arising from a dispute between you and your managing agent or mortgage lender
- d** for damages, interest, fines or costs awarded in criminal courts
- e** where you have other legal costs insurance cover
- f** for claims made by or against your Insurance intermediary, us, the **adviser** or **Arc**

Legal expenses

- g** for appeals without the prior written consent of **Arc**
 - h** prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion
 - i** where a reasonable estimate of your **advisers' costs** of acting for you is more than the amount in dispute.
- 4** Contracts (Rights of Third Parties) Act 1999.

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

General conditions

- 1** Dealing with your claim
- a** You must notify claims as soon as possible within 180 days of the **insured incident**. You must complete a claim form and return it to us promptly with all relevant information.
 - b** You and/or your agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this

section being withdrawn with immediate effect and no further claim payments being made.

- c** **Arc** may investigate the claim and take over and conduct the **proceedings** in your name. Subject to your consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**.
- d** You must supply at your own expense all of the information which **Arc** reasonably require to decide whether a claim may be accepted. If court **proceedings** are required and you wish to nominate an alternative **adviser** to act for you, you may do so. The **adviser** must represent you in accordance with **Arc's** standard conditions of appointment available on request.

The **adviser** will:-

- i** Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained.
- ii** Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
- iii** Keep **Arc** regularly advised of **advisers' costs** incurred.
- iv** Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or

Legal expenses

payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agree in their absolute discretion to allow the case to proceed.

- v Submit bills for assessment or certification by the appropriate body if requested by **Arc**.
- vi Attempt recovery of costs from third parties.
- e In the event of a dispute over **advisers' costs** **Arc** may require you to change **adviser**.
- f We shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
- g You shall supply all information requested by the **adviser** and **Arc**.
- h You are liable for any **advisers' costs** if you withdraw from **proceedings** without **Arc's** prior consent. You will need to reimburse any costs already paid by **Arc**.

2 Disputes

Any dispute between you and **Arc** may, where we both agree, be referred to an arbitrator who will be either a solicitor or barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3 Reasonable prospects

At any time **Arc**, on our behalf, may form the view that you do not have a reasonable prospect of success in the action you are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

- a the amount of money in question
- b the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- c the prospects of winning the case
- d the prospects of being able to enforce a judgement
- e the fact that your interests could be better served in another way.

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the Legal advice line on 0870 240 2096 and quote AXA – Buy to Let.

We will send you a claim form by e-mail, fax or post within 24-hours. Please complete and return it along with any supporting documents within five days of receiving it.

To maintain an accurate record, your telephone calls may be recorded.

Your claim will then be assessed and if accepted Shoosmiths Solicitors or their agents will be appointed to act for you.

Legal expenses

Claim forms can also be obtained from:
<http://www.arclegal.co.uk/informationcentre/index.php>

Data protection

Your details and information about your cover and claims under this section will be held by **Arc** and/or us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

If you are not happy with any part of the service you have received you should contact us at the address below. We will send a full response within five working days or tell you within that time when you can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD

Phone: 0844 770 9000

Email: claims@arclegal.co.uk

If we cannot sort out your complaint you may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Phone: 08000 234567

Email: consumerhelp@fsa.gov.uk

This does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance and **Arc** are members of the Financial Services Compensation Scheme.

The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information about this is available at www.fscs.gov.uk

Tenancy disputes and rent guarantee

Your policy schedule will show if this section is in force.

Your **insurer** under this section is Inter Partner Assistance. Registered No. FC008998.

Definitions

Where we explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Tenancy disputes and rent guarantee section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for you.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Limited who administer claims under this section on our behalf.

Deposit

The sum of money collected from the **tenant** and held by you or your managing agent in accordance with section 213 of the Housing Act 2004

(and any amending legislation). It acts as an indemnity for losses incurred by you as a result of the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount of one months' **rent** must be retained as the deposit.

Dilapidations inventory

A full and detailed inventory of your contents and their condition within the **insured property** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Insured/you/your

The individual or organisation shown in your policy schedule as the policyholder and defined in the **tenancy agreement** as the Landlord. If you die your personal representatives will be covered to pursue cases covered by this section on behalf of you that arose prior to your death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The insured property as shown in your policy schedule.

Tenancy disputes and rent guarantee

Insurer/we/us/our

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IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Period of insurance

The dates shown in your policy schedule.

Policy excess

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

Proceedings

The pursuit of civil legal cases for damages or injunctions to recover possession of the **insured property**.

Rent

The monthly amount payable to you by the **tenant** as set out in the **tenancy agreement**.

Tenant

The occupier of the **insured property** named in the **tenancy agreement** as the tenant for which you have received a **tenant reference**.

Tenancy agreement

A tenancy agreement between you and the **tenant** in relation to the **insured property** which is:

- a** an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1998 (as amended) or its equivalent outside of England and Wales but within the United Kingdom, or
- b** a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the United Kingdom

and which is:

- i** appropriate for the tenancy
- ii** where relevant signed and independently witnessed by the **insured**, the **tenant** and any **guarantor**
- iii** free from any unreasonable restrictive covenants.

The initial tenancy agreement must be for a fixed term of no more than 12 months.

Tenancy disputes and rent guarantee

Tenant reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgements and no outstanding County Court Judgements in the past three years (whether satisfied or not). The tenant reference must also include copies of two forms of identification, one of which must contain a photograph, and a written employers' reference confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **tenant's rent**.

If all of the above are not available or in the case of student and DSS **tenants**, a full tenant reference showing a pass on the **tenant** and **guarantor** must be obtained from an **Arc** approved Tenant Referencing Company. Details of these companies are available by referring to the Arc website;
<https://informationcentre.arclegal.co.uk/InfoCentreApprovedReferencingList.aspx>.

✓ What is covered

This section covers **advisers' costs** and **rent** up to the limit of indemnity where:

- 1 the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
- 2 the **proceedings** take place in the United Kingdom.

Tenancy disputes

We will pay up to £50,000 for any one **insured incident** to cover **adviser's costs** to pursue **proceedings** against a **tenant** or **guarantor** where the **tenant** fails to perform his obligations set out

in the **tenancy agreement** relating to the rightful occupation of the **insured property**.

Rent guarantee

We will pay up to £15,000 for any one **insured incident** for **rent** owed by a **tenant** under a **tenancy agreement** in relation to the **insured property** up to the limit of indemnity, where the **insured incident** occurs, during the **period of insurance** and you, where appropriate, are pursuing a claim under Tenancy disputes against the **tenant** to evict them from the **insured property**.

The maximum **rent** payable under this cover is £2500 per month.

The **policy excess** is equal to one month's **rent**.

The claim must be reported to **Arc** within the **period of insurance**.

Rent is only payable for up to 6 months or to the end of the period of the original **tenancy agreement** or until the **tenant** no longer remains in the **insured property**, whichever happens sooner.

Rent claims payments:

- 1 **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
- 2 One full month's **rent** must be in arrears after deduction of the **policy excess** before a claim payment is made.
- 3 If the **tenant** is applying for Housing Benefit, **rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **rent** will be paid under the

Tenancy disputes and rent guarantee

insurance backdated to the date that you could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**. You or your managing agent must notify the Benefits Office of your interest.

- 4 If the **deposit** is more than the **policy excess**, the cover under this section will pay **rent** arrears after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations, this will be paid to you.

X What is not covered

- 1 We will not cover an **insured incident**:
 - a where you fail to provide evidence that you successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**
 - b arising from or connected to the performance of your obligations under the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable
 - c arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**
 - d where the amount in dispute is less than £250 including VAT
 - e falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the United Kingdom
 - f relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or equivalent Act outside of England and Wales but within the United Kingdom
 - g where the **insured property** is not solely residential
 - h where the **tenant** is not aged 18 years or over
 - i relating to any occupant of the **insured property** over the age of 18 other than the **tenant**
 - j where you fail to follow the advice of the **adviser** or take any action suggested by the **adviser** or **Arc** to recover possession of the **insured property** as promptly as possible
 - k once you have recovered possession of the **insured property**
 - l if you or your agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the **deposit**

Tenancy disputes and rent guarantee

- m** where you have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, all necessary statutory pre-grant notices to the **tenant** have been issued, the first months **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**
 - n** where you have failed to keep full and up to date rental records or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of this section have been complied with
 - o** if you or your managing agent gave any false or misleading information when you applied for the **tenant reference**
 - p** where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**
 - q** in relation to dilapidations by the **tenant** to the **insured property** or its contents where you have a policy of insurance that covers the dilapidations.
- 2** There is no cover where:
- a** the **insured incident** occurs within the first 90 days of **the period of insurance** where the **tenancy agreement** started before the **period of insurance** unless you had continuous previous insurance
 - b** your act, omission or delay prejudices your or our position in connection with the **proceedings** or prolongs the length of the claim
 - c** there is a dispute between you, your managing agent or mortgage lender
 - d** the **insured incident** began to occur or had occurred before you purchased this insurance
 - e** you should reasonably have realised when purchasing this insurance that a claim might occur
 - f** you do not give proper information to **Arc** or to the **adviser**
 - g** you have breached a condition relating to this section of your policy
 - h** **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning.
- 3** There is no cover for any claim arising from:
- a** works undertaken or to be undertaken by or under the order of any government or public or local authority
 - b** planning law
 - c** the construction of or structural alteration to buildings

Tenancy disputes and rent guarantee

- d** anything said or written about you
 - e** divorce, matrimonial or family matters or **proceedings**
 - f** any ventures or business projects unrelated to your activities as a landlord
 - g** a dispute between persons insured under this policy
 - h** an application for Judicial Review
 - i** a novel point of law.
- 4** There is no cover:
- a** for any claim which is not reported to **Arc** within 45 days of the **insured incident**
 - b** for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - c** for damages, interest, fines or costs awarded in criminal courts
 - d** where you have other legal costs insurance cover
 - e** for claims made by or against your Insurance Intermediary, us, the **adviser** or **Arc**
 - f** for appeals without the prior written consent of **Arc**
 - g** prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion
 - h** Where a reasonable estimate of your **advisers' costs** of acting for you is more than the amount in dispute.
- 5** 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.

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the legal advice line on **0870 240 2096** and quote AXA – Buy to Let.

A claim form will be sent to you by e-mail, fax or post within 24 hours. Please complete and return it along with any supporting documentation within five days of it being received.

To maintain an accurate record, your telephone call may be recorded.

Claim forms can also be obtained from:
<http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

Your claim will then be assessed and if accepted an Enquiry Agent may visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/guarantor** to address his failure to perform his obligations under the **tenancy agreement**, Shoosmiths Solicitors or their agents will be appointed to act for you.

Tenancy disputes and rent guarantee

Any **rent** arrears covered under this section will generally be paid within 21 days from the end of the rental month they became due. You may be required to complete a continuation claim form before each **rent** claim payment is made.

General conditions

- 1 Dealing with your claim:
 - a you must notify claims as soon as possible within 45 days of the **insured incident**. You must complete a claims form and return it to us promptly with all relevant information
 - b if **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, you or your managing agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the **tenancy agreement** and visit the **insured property**. You should seek legal advice if you are unsure that such an inspection is lawful
 - c you and your managing agent must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears
 - d in the event of a claim you or your managing agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**
 - e you and/or your managing agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further claim payments being made
 - f **Arc** may investigate the claim and take over and conduct the **proceedings** in your name. Subject to your consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**
 - g **Arc**, on our behalf have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **advisers' costs** and **rent**
 - h you or your managing agent must supply at your own expense all information which **Arc** reasonably requires to decide whether a claim may be accepted. You must provide the information within five days of receiving the request. If court **proceedings** are required you may nominate an alternative **adviser**

Tenancy disputes and rent guarantee

- i the **adviser** must represent you in accordance with **Arc's** standard conditions of appointment available on request

The **adviser** will:-

- i provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained
- ii keep **Arc** fully advised of all developments and provide such information as **Arc** may require
- iii keep **Arc** regularly advised of **advisers' costs** incurred
- iv advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agree in their absolute discretion to allow the case to proceed
- v submit bills for assessment or certification by the appropriate body if requested by **Arc**
- vi attempt recovery of costs from third parties.
- j in the event of a dispute over **advisers' costs** **Arc** may require you to change **adviser**
- k we shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success

- l you shall supply all information requested by the **adviser** and **Arc**
- m you are liable for any **advisers' costs** if you withdraw from **proceedings** without **Arc's** prior consent. You will need to reimburse any costs already paid by **Arc**
- n **Arc**, on our behalf have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **rent** and **adviser's costs**
- o Any monies recovered from the **tenant** or **guarantor** will be retained by **Arc** to pay for any **advisers' costs** or **rent** that has been paid by us under this insurance.

2 Disputes

Any dispute between you and **Arc** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3 Reasonable prospects.

At any time **Arc**, on our behalf, may form the view that you do not have a reasonable prospect of success in the action you are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

Tenancy disputes and rent guarantee

- a the amount of money in question
- b the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- c the prospects of winning the case
- d the prospects of being able to enforce a judgement
- e the fact that your interests could be better served in another way.

Claims conditions

If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, you or your managing agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the **tenancy agreement** and then visit the **insured property**. You or your managing agent should seek legal advice if you are unsure that such an inspection is lawful.

Data protection

Your details and information about your cover and claims under this section will be held by **Arc** and/or us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

If you are not happy with any part of the service you have received you should contact us at the address below. We will send a full response within five working days or tell you within that time when you can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD

Phone: 0844 770 9000

Email: claims@arclegal.co.uk

If we cannot sort out your complaint you may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Phone: 08000 234567

Email: consumerhelp@fsa.gov.uk

This does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance and **Arc** are members of the Financial Services Compensation Scheme.

The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information about this is available at www.fscs.org.uk

Home assistance

Your policy schedule will show if this section is in force.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance group.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664.

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial conduct Authority on 0800 111 6768.

Definitions

The following words have specific meanings and will appear in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Home assistance section only and are listed alphabetically.

Approved contractor

A tradesperson authorised in advance to carry out repairs under this policy.

Emergency

A result of a sudden and unforeseen incident at the **property** which immediately:

- 1 exposes the **insured** or a third party to a health risk or;

- 2 creates a risk of loss of or damage to the **property** and/or any of your belongings or;
- 3 renders the **property** uninhabitable.

This definition includes damage to or breakdown of the **essential services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency repairs

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

Essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Insured/you/your

The landlord and/or the tenant normally living at the **property**.

We/us/our

AXA Assistance UK Ltd or Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Period of insurance

One year from the start or renewal date shown on your policy schedule.

Permanent repair

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

Home assistance

Property

The insured property listed in your policy schedule, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Temporary repair

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

Vermis

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

General conditions

- 1 No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.
- 2 You must quote your policy number when calling for help. You must produce the relevant identification to the **approved contractor** or our other nominated agent.
- 3 If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.

- 4 This insurance does not cover normal day to day maintenance at your **property** that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the **emergency**.
- 5 You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There may also be occasions where parts are no longer available. In these situations we will ensure your **property** is safe and if required, the **approved contractor** will provide you with a quotation for a suitable repair.

Important information

- 1 If you suffer an **emergency** at your **property** you should call us on the **emergency** telephone number – 0870 646 4952.

We will then:

- a advise you about how to protect yourself and the **property** immediately;

Home assistance

- b** organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.

- 2** In the event of the **property** becoming uninhabitable and remaining so overnight, we will, subject to our prior agreement, arrange and pay up to £100 including VAT in total for:
 - a** your overnight accommodation and/or
 - b** transport to such accommodation.

✓ What is covered

Emergency incidents that are covered by this policy are:

- 1** plumbing problems related to leaking pipes, blocked drains or leaking radiators
- 2** blockages in toilet waste pipes
- 3** sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
- 4** broken or damaged windows and doors presenting a security risk to the **property**
- 5** gas or electricity failure within the **property**
- 6** central heating or boiler failure
- 7** hot water failure
- 8** **vermin** inside the **property**

X What is not covered

We will not pay for claims arising directly or indirectly from or relating to the following:

- 1** a leaking or dripping tap that needs a new washer or replacing, external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
- 2** burst or leaking flexible hoses which can be isolated or leaking washing appliances
- 3** external water supply pipes
- 4** failure of the boiler or the heating occurring in the months May to August inclusive
- 5** failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
- 6** boilers over 15 years old
- 7** replacement of light bulbs and fuses in plugs
- 8** descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
- 9** loss of keys for **outbuildings**, garages and sheds
- 10** vermin outside the main residence e.g. in garages and other **outbuildings**
- 11** breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment

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- 12** damage to boundary walls, hedges, fences or gates
- 13** LPG fuelled, oil fired, warm air, solar and un-vented heating systems of boilers with an output over 60 Kw/hr
- 14** electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
- 15** septic tanks.

We will not be liable for any of the following:

- 1** loss or damage arising from circumstances known to you prior to the start date of this insurance
- 2** the cost of replacement parts due to natural wear and tear and unless we specifically provide cover under this insurance any other loss damage or additional expense. Examples of such loss damage or additional expense are loss of earnings or costs incurred in preparing a claim i.e. the cost of telephone calls
- 3** loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing etc
- 4** loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company
- 5** any cost relating to the attempted repair by you or your own contractor
- 6** any defect, damage or failure caused by malicious or willful

action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards

- 7** any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days
- 8** any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion
- 9** any loss or damage arising as a consequence of:
 - a** war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - 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
- 10** any loss or injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all.

Home assistance

How to make a claim

To obtain emergency assistance contact the 24 Hour Emergency Helpline on 0870 646 4952.

You should have the following information available upon request:

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

Data protection

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of the relevant fee. Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

The information we hold about you is confidential. We will only ever disclose it to another party with your consent, for the purposes of contacting you about other products and services, if the law requires us to disclose it and/or to our agents providing services to you.

We may monitor and record phone calls to help maintain our quality standards and for security purposes.

Complaints procedure

If you are not happy with any part of the service you have received you should contact us at the address below. We will send a full response within five working days or tell you within that time when you can expect a response.

Customer Relations Department
AXA Assistance UK Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

If we cannot sort out your complaint you may refer it to the Financial Ombudsman Service at:

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

This does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such an event.

Further information can be obtained from either AXA Assistance (UK) Limited or from the Financial Services Compensation Scheme: 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or www.fscs.org.uk.

Making a complaint

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

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

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

Making your complaint

If your complaint relates to a claim on your policy, please contact the department dealing with your claim.

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

Contact details

Head of Customer Relations
AXA Insurance, Civic Drive,
Ipswich IP1 2AN

Phone: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

When you make contact please provide the following information:

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

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

Beyond AXA

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

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have made a decision following step two.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.or.uk

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

Telephone calls are recorded and monitored.

**This document is available
in other formats.**

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

www.axa.co.uk

APLD092P-G (03/14) (35456)