



# **Swiftcover**

Your policy wording

Home Insurance

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# Important information

Our Swiftcover Insurance policy is designed to protect you against the risk of things happening suddenly which you could not have expected. Risks such as fire, theft, flood and storm.

It's not designed to protect you against damage that happens over time (gradually) from normal use, or damage due to poor maintenance (meaning you haven't looked after your home).

We want to make sure that you understand your cover, so please read this policy wording along with your schedule. These documents together make up your contract of insurance. You can also find some helpful information in the sections that follow.

This section does not form part of your policy and contains only examples of what is contained in your policy wording.

# **Accidental damage**

Accidental damage to buildings and/or contents is an optional extra you can add to your policy. It gives you extra protection in case any damage is caused by accident to the structure of your home or belongings inside it.

You are not covered for accidental damage to buildings and/or contents unless you have added this cover. Accidental damage can be added at any time and will show on your schedule if you have bought this.

By adding Contents accidental damage, you can protect the belongings inside your home if they are damaged following an accident. This will cover things like spilling wine on the carpet or accidentally dropping your laptop.

For buildings this will cover accidental damage to the structure of your home, including fixtures and fittings. Fixtures are usually items that are permanently plumbed in or wired to the home, such as a toilet or ceiling light fixture. Fittings are items that are also attached, such as a fitted blind.

So, for peace of mind should you put your foot through the ceiling, or hammer a nail into a service pipe, make sure you have 'Buildings accidental damage' cover.

# Aircraft/vehicle damage to your home

If a vehicle damages your home, make sure you get contact details and the vehicle registration from the other person. Please also take photos of any damage. It doesn't mean you can't claim without this information, but it helps us to deal with things quicker.

# **Drains**

Some construction methods in the past used materials that were likely to wear out naturally, over time. An example is drains where pitch fibre was used in their construction. Faulty or poor materials are not covered under this policy. Also, damage caused by poor workmanship or design, such as contractors or builders managing work at your home who may fit or built something wrong, will not be covered.

# Electrical or mechanical breakdown and wear and tear

We won't cover items which have gone through mechanical or electrical breakdown.

Items can become worn as part of their normal use, so we won't cover natural damage, or if items break down or stop working because of wear and tear.

You may find that if the item's still under warranty, the item may be covered for repair or replacement by the manufacturer or warranty insurer.

# **Escape of water**

Your cover for escape of water is designed to cover damage to your property caused by water leaks.

One of the biggest risks is water damage happening when you are away during the winter months. Pipes can freeze and burst causing large amounts of damage. You can help stop this by keeping your central heating low, so your pipes won't freeze so easily.

If you would rather turn your heating off then it's better to switch off the water where it enters your house. This will help to stop your pipes bursting following a freeze and thaw.

It's good if you can get a Gas Safe/Oftec/Hetas-certified engineer to check and/or service your boiler in time for winter. This will help stop boiler problems which could leave you with no heating and/or hot water.

If you are going away in the winter make sure you tell us if this will be for longer than 30 days in a row. We can then let you know if this affects your cover.

# **Fires**

Please be aware the following can be a greater fire risk if you leave them unattended:

- Chip pans
- Candles
- Cigarettes
- Electric blankets
- Overloaded plug sockets
- · Phones charging

Always buy electrical products from well-known and trusted suppliers. Some electrical goods on sale may be fake or may not have the right protection to stop the risk of a fire.

Smoke alarms can save lives, and prevent damage to your home. If you don't have a smoke alarm you'll still be given the same level of cover as someone who does. If you do have one, make sure you check it regularly so you know it still works.

#### If you have an electric bike or E-scooter

More people are using Lithium-ion batteries for their electric bikes and scooters. These batteries can cause a huge fire risk if they are damaged, over-charged or left in very hot temperatures.

#### Never:

leave them unwatched while they are charging, or overnight when you are sleeping in the property.

#### Always:

- charge them on solid surfaces and don't let them overheat.
- unplug or take the battery off once you've charged them.
- store them away from main living areas and follow manufacturers' guidelines.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family.

#### **Floods**

If water has come in to your property or your home's at risk of flooding please try to put items in a safe, high place. You can also take items upstairs if you're able to do so.

You should turn off the electricity, water and gas at the mains and unplug all electrical items.

If you live in an area which is known to flood a lot, it's a good idea to protect your home where you can. Please contact your local Environment Agency for advice, or you can call Floodline on

0345 988 1188.

#### Flood info for England:

check-for-flooding.service.gov.uk/alerts-and-warnings

# Flood info for Wales:

naturalresources.wales/flooding

Flood info for Scotland: www.sepa.org.uk

### **Storms**

If you've looked after your home, then we would only expect to see damage caused by a period(s) of violent weather. We won't cover damage which happens over time (gradually) and which is found, or made worse by weather periods that are not found to be a storm.

It's therefore important to take care of your home and make sure it's kept in good repair.

Having blocked or broken gutters and down-pipes, or loose or damaged roof tiles could affect your cover if you make a claim. You should use a building expert to inspect or repair any areas that are difficult for you to safely look after.

# **Subsidence**

Damage caused by subsidence is when the ground that your property sits on moves and affects your property. The most common signs of this are diagonal cracks away from the door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your home may be affected.

#### **Theft**

Many thefts are carried out by so-called 'opportunist' criminals. This means they'll target things which are quick and easy to take or break in to. Don't make it easy for them!

Homes, garages and sheds are much more likely to have things stolen from them if doors and windows aren't locked and secured.

If you are going away do what you can so your house doesn't look empty. Ask a neighbour to pick up the mail, cancel any other regular deliveries and use timers on lights if you have them.

Garages and sheds are attractive to thieves as they're easier to break in to and often hold items that thieves target such as tools or golf clubs. Locking garages and sheds is another important step to reducing the risk of theft.

#### **Personal possessions**

Take extra care of items such as laptops, Ipads and Ipods if you have bought this cover. We won't cover theft of any personal possessions if you have left them unattended outside of your home.

# **Guide to your policy wording**

Welcome to **your** Swiftcover insurance **policy**.

This insurance **policy** is sold, administered and underwritten by AXA Insurance UK plc. AXA Insurance UK plc are authorised and regulated by the Prudential Regulation Authority. They are regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This is except for:

Legal expenses insurance and legal helpline, which is administered by Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

Arc Legal's Firm Reference Number is 305958.

Legal expenses insurance is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

Home assistance is underwritten by Inter Partner Assistance S.A., which is part of the AXA Group. Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Regent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The assistance services and domestic helpline are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR.

These companies can be checked on the Financial Services Register by visiting the Financial Conduct Authority's website at www.fca.org.uk/register. **You** can also call the Financial Conduct Authority on 0800 111 6768.

# The law that applies to this policy

You and we can choose the law which applies to this policy. We propose that the law of England and Wales applies. Unless we and you agree otherwise the law of England and Wales will apply to this policy. This contract is between us and you as the policyholder.

# **Financial Services Compensation Scheme**

AXA Insurance UK plc, Inter Partner Assistance S.A., and Arc Legal Assistance Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that in the unlikely event they go out of business, the FSCS may be able to pay **your** claim. **You** can find out more by visiting the FSCS (www.fscs.org.uk).

# How to read the policy wording

This **policy** wording tells **you** about all of the covers and options **we** offer. **Your** schedule will show the **home** insurance covers and options **you** have chosen and the cover limits. Please read the **policy** wording together with **your** schedule.

## **Definitions**

Throughout the **policy** wording there are defined words or phrases that will be in **bold**. These are definitions of the **policy** and will have the same meaning wherever they are used.

Your policy is designed to help you understand the cover you have bought. On many pages these headings appear:

# What your policy covers

These sections give detailed information on the insurance cover **we** give to **you**. **You** should read 'What **your policy** doesn't cover' at all times.

# What your policy doesn't cover

These sections give detailed information on what isn't covered, or will let **you** know if **your** cover is restricted.

# How this policy works while you're insured with us

Now you have chosen Swiftcover here's what you need to do while you are with us to make sure you have the home insurance that's right for you.

**You** must follow these conditions as they apply throughout **your policy**. There's also some additional conditions for Home assistance and Legal expenses so **you** will need to look at those separately.

# Taking care of your property

**You** and **your family** must do as much as **you** can to avoid injury or damage. **You** should do as much as **you** can to protect **your** insured property from being lost or damaged.

You must keep your property in good repair. By this we mean you have kept it as damage free as possible and safe for its intended use. If we believe your property hasn't been kept in good repair this could affect any claims you make. For example, we may pay you a lower amount for your claim, or we may not pay the claim. We may also cancel your policy, giving you 21 days' written notice sent to the last known email address we have for you.

# What we may do if your details aren't correct

The information you give us helps us decide whether we can cover you or not, and if there are any risks where we agree to insure you and your home. It also helps us to work out the right price for your policy.

You and anyone acting for you must always answer all questions accurately and truthfully about you, your home and anyone living with you. This includes when buying, making changes, or renewing your policy. You must also check and agree or correct any statements we make. If you have told us something that isn't correct, this can affect your policy cover and any claims you may make.

#### We may:

- void your policy (cancel your policy back to the start date or treat it like it never existed).
- change the terms and/or premium of your policy.
- refuse to deal with any relevant claims or reduce the amount of any related claim payments.

# If you are abusive or aggressive towards us

If **you** or anyone acting for **you** uses threatening, aggressive, or abusive behaviour or language towards **our** staff or suppliers, this could affect **your** insurance **policy**. This includes in communications such as text, email, online chats, or social media.

#### We won't accept:

- Threats of physical violence.
- Behaviour or language that may cause someone to feel threatened or distressed.
- Abusive comments or remarks which are sexual, racial, or about religious beliefs or culture.
- Bullying or swearing.

#### What we may do:

- End the current call or conversation with you (we won't do this without warning you first).
- Block any further phone calls, emails or social media contact, or if made we may not answer these.
- Limit future contact with you to one method of contact e.g., by letter only.
- Limit **our** contact with **you** to one member of staff only.
- Not offer you a renewal policy for your home.
- Cancel your home insurance policy giving you 7 days' notice.

# Making sure your cover limits are the right amount

#### **Contents**

Let us know as soon as possible if the cost to replace all your contents, including valuables is more than the amount in your schedule. This is because the policy may no longer meet your needs. If you don't let us know and we accept your claim, we may reduce what we pay you, and we may also cancel your policy.

If we accept your claim and the amount on your schedule's less than 100% of the full replacement value of your contents, we will only pay you up to the limits shown in your schedule.

# **Buildings**

Let us know as soon as possible if the cost to rebuild all your buildings is more than the amount in your schedule. This is because the policy may no longer meet your needs. If you don't let us know and we accept your claim, we may reduce what we pay you, and we may also cancel your policy.

If we accept your claim and the amount on your schedule's less than 100% of the full rebuilding cost of your buildings, we will only pay you up to the limits shown in your schedule.

# Important note

The full rebuilding cost of your buildings means the cost to rebuild if the buildings were completely destroyed. This isn't necessarily the market value.

# What we mean by dual insurance

This is when **your** property is insured by two or more separate insurance policies for the same risk. For example **you** may have a watch that might be covered by both **your** travel insurance and home insurance.

When this happens **we** will only pay **our** share of the claim unless the section that **you** are claiming under says otherwise.

# How to make a claim

# Making a claim

You can make a claim online through your Swift Space or by calling us on 0330 024 8092.

If you don't follow the conditions of this policy, we may not deal with all or part of your claim, or we may pay you a lower amount.

Home assistance and Legal expenses have their own conditions which **you** can find under those sections. **You** should check **your** cover before **you** make a claim. **Your** schedule will show **you** what sections **you** are covered for.

# Before you make a claim:

- make sure everyone at home is safe and not at risk.
- do as much as you can to stop further damage. You can turn off the gas, electricity or water supply, if it's safe to do so.
- you must call the police if anything has been lost or damaged by someone other than you. Make sure you get a crime or a lost property reference number – you will need one when you make a claim.
- do what you reasonably can to recover missing property, and/or prevent further loss.
- don't get rid of any damaged items or make repairs to them as we may ask to check the damage.

# When you make your claim we will:

- put you in touch with a knowledgeable and trained member of staff who can discuss the claim and explain the next steps.
- call you back when promised.
- give you regular updates on your claim.

# What you must do after making your claim

It's **your** responsibility to prove any claim. To help prove **your** claim **you** must send the following if **we** ask for any of these:

- Original invoices or receipts from when you bought the item.
- Bank or credit card statements.
- Instruction booklets.
- Photographs.
- Proof that the item is genuine.
- Utility bills.
- Plans and deeds or surveys from when you bought the property.
- Any other documents that we may reasonably need.
- Get estimates for the replacement or repair of damaged property and items. This will help us to settle your claim.
- If someone's holding you or your family responsible for damage to their property or injury to them you must give us full details as soon as possible.
- Send us any claim form, application notice, legal document or other correspondence sent to you or your family as soon as possible.

- Help us with any questions we have about your claim. This will help us to deal with it quickly.
- If we ask you must allow us, an approved supplier or a loss adjuster access to inspect the damage to your buildings or contents.
- Give us access to the building that has been damaged to salvage anything we can and make sure no more damage happens.

# What you must not do

- Get rid of any damaged items or carry out permanent repair without us agreeing to this first. We, an approved supplier or loss adjuster may need to inspect the damage.
- Admit responsibility or agree anything with those holding you or your family responsible for damage to their property, or injury.

#### Important note

When handling your claim, we have the right to:

- settle or defend your claim in your name at our own cost.
- take legal action in your name at our own cost to get compensation or any money that someone owes.
- take ownership of the property insured and deal with any damaged items.
- communicate with you about your claim. This includes situations
  where you have decided to use a professional customer
  representative, such as a loss assessor or claims management
  company, to act on your behalf.
  - **We** will only do this if there is a situation where it is necessary (for example where **we** are struggling to get instructions from **your** representative or where **we** think there may be a conflict of interests).
- assess your claim based on our, an approved supplier's or loss adjuster's view and understanding of the problem. This includes in situations where you have decided to use a professional customer representative, such as a loss assessor or claims management company, to act on your behalf.

# **Useful telephone numbers**

#### Need to make a claim?

# 0330 024 8092

If you need to make a claim, call us on this number or let us know about it online through your Swift Space.

**We** will let **you** know what **you** need to do. Please check the Claims conditions under the 'How to make a claim' section of **your policy** before **you** contact **us**.

#### **Opening hours:**

Monday to Friday 8am to 8pm Saturday 9am to 5pm Bank holidays may vary

# Need to cancel or make changes to your policy?

# 0330 024 6425

If you need to cancel or make changes to your policy you can do this through your Swift Space. You can also change your payment details and renewal options.

If **you** want to call us to make the changes for **you we** may charge an admin fee.

## Opening hours:

Monday to Friday 8am to 8pm Saturday 9am to 5pm Bank holiday hours may vary

# Need to talk to us about Legal costs?

# 0330 024 8076

Your schedule will show if this cover has been chosen and will include details of your cover. Please read the Legal expenses section of your policy before you call. This starts on page 32. Quote 'Swiftcover – Legal expenses' when contacting the helpline for the first time on any matter.

# Need legal help?

# 0330 024 8076

Your legal helpline is administered by Arc Legal Assistance Ltd. The legal helpline is able to help you on any private legal or tax problem directly affecting you. Please quote 'Swiftcover Legal expenses'. Advice won't be given about your business, trade or profession.

#### **Opening hours**

Legal helpline: Open 24 hours a day 365 days a year.

Advice is limited to the law of the United Kingdom, Channel Islands and the Isle of Man.

Tax helpline: Open 9am - 5pm Monday to Friday (except bank holidays).

Advice is limited to the law of Great Britain and Northern Ireland.

Calls are recorded and monitored.

# Need home assistance help?

# 0330 024 5472

**Your** schedule will show if this cover has been chosen and will include details of **your** cover. Please read the Home assistance section of **your policy** before **you** call. This starts on page 28.

#### **Opening hours:**

Open 24 hours a day 365 days a year.

# Need an emergency tradesperson?

# 01737 815927

**You** can call **our** Domestic helpline. This is a referral service also offered by AXA Assistance (UK) Ltd. They will put **you** in contact with the nearest suitable tradesperson.

Any agreement entered into will be between **you** and the tradesperson. AXA Assistance (UK) Ltd will not be responsible for any work carried out. **You** will be responsible for paying the tradesperson's fees and for agreeing the scope and quality of work carried out.

If the incident is covered by **your policy**, **you** can register a claim in the usual way.

# **Definitions**

The following words will have the same meaning throughout **your policy** whenever they are in bold print.

Home assistance and Legal expenses have their own definitions. Please check those sections for the meanings of words used.

# **Accidental damage**

Damage caused by circumstances outside of **your** control. If **you** or someone else does something without meaning to - and this results in damage.

# Bicycle(s)

Individual bicycles worth £350 or less, (up to £1,500 total bicycles) or up to **your** chosen value if added to **your policy**. This includes tyres and accessories, bicycle helmets, helmet mounted cycling cameras, cycling computers, cycling GPS units, bicycle lights, cycling luggage, bicycle tools and cycling armour and guards.

# **Buildings**

The structure of the **home** including fixtures and fittings and the following if they are 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, artificial lawns, statues, decking, railings, gazebos, pergolas.
- car ports, garages (including garages on nearby sites).
- outside lighting, alarm systems and surveillance equipment, fixed solar heating systems, fixed wind turbines, air and ground source heat pumps, electrical vehicle charging points.
- · 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 home.
- outbuildings.

# **Business equipment**

The following equipment used mainly for business use: mobile phones, tablets, e-readers, computers, monitors, word processing equipment, computer aided design equipment, photocopiers, printers, telecommunication equipment and office furniture.

This does not include any property held as trade stock.

### **Contents**

Household (domestic) items (including tenants' fixtures and fittings and interior decorations). Frozen food, **personal effects**, **valuables**, **money** and **business equipment**.

You and your family must own these or be legally responsible for them.

#### **Domestic staff**

A person employed to carry out domestic work at **your home** such as cleaning, cooking and ironing. **They** must not be employed by **you** in connection with **your** business, trade, profession, or employment.

#### **Excess**

The amount **you** must pay as the first part of each and every claim. **Your** excess is shown in **your** schedule.

# Family/they

**Your** spouse (the person **you** are legally married to), domestic partner or civil partner, children, and **domestic staff**. This also includes any other person permanently living with **you** and not paying for their accommodation.

#### **Flood**

A large volume of water coming into the property which is caused by a rapid build up or sudden release from outside the property.

#### **Ground heave**

The upward or sideways movement of the land which **your buildings** are on, which isn't caused by **settlement**.

# **Home**

The private residence shown in **your policy** schedule including its garages and **outbuildings** if they are part of the property.

# Landslip

Sudden movement of soil on a slope or gradual creep of a slope over time, which isn't due to **settlement**.

### **Money**

#### Cash

Coins and bank notes in current use.

#### Stamps

Postage stamps (not part of a collection), saving stamps, trading stamps.

#### Tickets

Travel tickets, season tickets, entertainment tickets, pre-booked event tickets.

#### **Tokens and Cards**

Gift tokens, money cards and electronic money cards.

#### Other

Postal orders, money orders, cheques, premium bonds and certificates.

This doesn't include costs **you** may be owed from any credit card, cheque card or dispenser card.

# **Outbuildings**

- Sheds.
- Greenhouses.
- Summer houses.
- Other buildings (but not caravans, mobile homes or motor homes) which are not part of the main building of the home and are used for domestic purposes.

#### **Period of insurance**

The dates shown in your schedule.

### **Personal effects**

Clothes and items that **you** normally wear, use or carry. For example, portable radios, hand held games consoles, mp3 players, mobile phones and sports equipment.

# **Policy**

The policy is the insurance cover **we** give **you** during the **period of insurance** as shown in **your** schedule. **You** will have paid for, or have agreed to pay for this, and **we** will have accepted the premium.

Your policy is made up of the following:

- Schedule tells you which sections of the policy you have bought and the limits.
- Policy wording.

## **Settlement**

The natural movement caused by the weight of a new property moving downwards into the soil after it's built. This is normal in the first few months and years.

# Storm

A period of violent weather defined as any of the following:

- Wind speeds with gusts of at least 48 knots (55mph).\*
- Heavy rainfall at a rate of at least 25mm per hour.
- Snow at least one foot deep (30cms) in 24 hours.
- Hail that causes damage to hard surfaces or breaks glass.
- \* The same as a Storm Force 10 on the Beaufort Scale.

# **Subsidence**

Sinking or downwards movement of the **buildings** caused by a change in the soil it is built on other than **settlement**.

# **Unfurnished**

Does not have enough furniture and furnishings inside, for normal living purposes for more than 30 days in a row.

We may consider a **home** as unfurnished if it doesn't have for example: white goods such as a fridge or cooker and some basic furniture such as a bed or sofa.

# **Unoccupied**

Not lived in and not occupied overnight by **you** or **your family** for more than 30 days in a row or occupied by squatters.

#### **Valuables**

Jewellery, items containing gold, silver or other precious metals, watches, paintings and other works of art and collections of stamps, coins and medals.

#### **Vehicles or craft**

- Electrically or mechanically propelled or assisted vehicles.
   These include plant machinery, mini diggers, fork lift trucks, motor cycles, powered transporters (including E-scooters and Segways), children's motor cycles, quad bikes and children's quad bikes.
- 2) Aircraft (including any type of gliders). Drones (including mechanically propelled aerial toys, models or devices). Boats, hovercraft and any other type of craft designed to be used in or on water including hand or foot propelled craft, sailboards and windsurfers.
- 3) Trailers, carts, wagons, caravans and horse boxes.
- 4) Parts, spares and accessories (including keys and key fobs) for any of the items in 1-3 above.

The following items are not included in this definition:

- Lawnmowers only used for domestic purposes within the boundaries of the land belonging to your home.
- Wheelchairs, mobility scooters and invalid carriages, as long as they are only being used for their intended purpose and by the intended user. There must be no legal need for them to be registered for use on the road.
- Surfboards, Water-skis, snowboards and skis.
- Toys and models.
- Bicycles and electrically assisted bicycles (the motor should have a maximum power output of 250 watts. That means it shouldn't be able to push the bike forwards more than 15.5 mph when travelling).
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

# 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).

# How we settle claims

When you make a claim, you are covered up to the limit shown in your schedule. We will usually try to either cash settle, or replace damaged or lost items. Where possible we may repair damaged items. If we can replace your item, we will likely get a discount from our approved suppliers.

For claims involving **buildings** damage **we** will usually offer **you** a cash payment based on the likely repair cost. Please make sure that **you** don't try to repair damage or buy a replacement yourself before telling **us**, as **you** could end up out of pocket.

#### If we can't repair or replace your contents

If we can't repair or replace your contents item(s), we will pay you the replacement cost in cash, or offer a voucher, store card of gift card.

#### If we can repair or replace your contents

If we can repair or replace your contents item(s), but you choose to take cash or vouchers when our approved suppliers could have repaired or replaced your item, we will only pay up to what we would have paid them. So, just to be clear a cash or voucher payment may be less.

- We will cover you up to the limits shown in your schedule. We won't lower your cover limits when a claim is made.
- We will let you know if there is an excess to pay before we settle
  a claim. In some cases we may agree to take this from the total
  clam payment you are due.
- We won't pay for loss of value to any item or buildings if this is caused from being repaired or replaced.
- We may need to send in an expert to check any damage, so we
  might ask one of our approved suppliers to visit your property.

# **Contents and business equipment**

We will settle claims for lost or damaged items, which cost too much to repair, on a new for old basis. We will do this so long as contents and business equipment have been kept in good repair. By this we mean you have kept items as damage free as possible. An example is having electrical items or jewellery repaired by a specialist if they are damaged. You must also make sure your cover limits are the right amount.

Let us know as soon as possible if the cost to replace all your contents, including valuables is more than the amount in your schedule. If you don't and we accept your claim, we may reduce what we pay you, and we may also cancel your policy. (See Making sure your cover limits are the right amount on page 6).

For **contents** the full value means the current cost to replace all of **your** contents as new.

If you make a claim we will replace your dishwasher, washing machine, refrigerator, tumble drier or freezer. We will replace these with an appliance that's the same or a close match to the one that has been damaged, and it will have an energy rating of A.

Any permanent repairs to **your contents** made by **our** approved suppliers are guaranteed for 1 year.

### **Buildings**

**We** will settle claims to **your buildings** without taking off an amount for wear and tear as long as **your buildings** have been kept in good repair.

By this **we** mean **you** have kept **buildings** as damage free as possible and they are safe for their intended use. An example is fixing any damage **you** are aware of which might get worse if left. For example broken guttering should be repaired and missing roof tiles should be replaced.

**Your buildings** cover limit must be enough to cover the full value of the **buildings**.

Your buildings limit is shown in your schedule. Full value means the cost of rebuilding if your buildings were completely destroyed. This isn't necessarily the market value).

You must let us know as soon as possible if the full rebuilding cost of your buildings is more than the amount shown in your schedule. If you don't, and we accept your claim, we may reduce what we pay you, and we may also cancel your policy. (See Making sure your cover limits are the right amount on page 6).

We will pay to repair or replace the damaged part of your buildings as well as any fees or costs.

If it needs to be completely knocked down and rebuilt, where possible **we** will rebuild it. **We** would need **you** to agree to this first, and **we** will do **our** best to do this using building practices that are kinder to the planet. This will include recycling or getting rid of building waste in a way which won't harm the environment.

**We** use the latest planning guidelines when rebuilding homes. For more information see:

www.planningportal.co.uk/info/200135/approved\_documents.

We can't always rebuild or repair your buildings, or the cost to repair your buildings may be more than the market value of the property requiring repair. Where this happens we will pay you the difference between the market value of your property just before the damage and its value after the damage.

(The market value is the amount a willing buyer is prepared to pay for a property following an expert's advice).

If it's possible to repair **your buildings**, **you** may want **us** to settle **your** claim using cash, vouchers, store cards or gift cards, but **we** must agree to this.

**We** may need to send in an expert to check any damage, so **we** might ask one of **our** approved suppliers to visit **your** property.

Any permanent repairs to **your buildings** made by **our** approved suppliers are guaranteed for 3 years.

# Storm damage claims

The definition of what **we** mean by **storm** can be found in the 'Definitions' section on pages 9–10.

If **you** make a claim **we** will look at things such as:

- Was there a storm in your area?
- Is the damage what we would expect to see?
- Would the damage have happened if there hadn't been a **storm**?

This insurance **policy** is not designed to cover wear and tear or because **your** property has not been kept in a good state. Please see the 'What is not covered' and Important Information 'Storms' sections of **your policy**.

**We** will always talk to **you** about the damage as well as look at the weather conditions in the area. Where **we** are able to get local weather reports, **we** will take into account the distance of **your home** from any weather stations before making a decision.

To deal with **your** claim **we** may need to send in an expert to check any damage.

# Matching sets, suites and flooring

We will cover an item that makes up part of a matching set or suite as a single item.

For **contents** this includes items such as furniture (sofa or arm-chair, etc) or a dinner set, and for **buildings** this includes bathroom suites and fitted kitchens

We will pay to replace the damaged items only, and not the undamaged matching pieces.

If we can't repair or replace the damaged items, then we will pay up to 50% of the undamaged parts as well.

If a floor covering is damaged beyond repair, **we** will only pay to have the damaged floor covering replaced. **We** won't pay for undamaged floor coverings in connecting rooms.

# **Contents insurance**

Your policy schedule will show if you have chosen this section.

| What your policy covers  | What your policy doesn't cover   |
|--|--|
| <ul> <li>We will cover your contents for the covers and causes as shown in this section. We will pay you up to the maximum contents cover limit shown in your schedule. Some covers have certain limits that we will only pay up to. We will tell you to check your schedule for these.</li> <li>There's also separate limits for the following which are also shown in your schedule:</li> <li>Total valuables - see definition.</li> <li>Single item limit.</li> <li>Specified item limits - Specified item limits are for items (other than bicycles) that you have valued at more than £1,500 each and which you have added to your policy.</li> </ul> | <ul> <li>Excess - shown in schedule.</li> <li>Items listed under the 'what this policy doesn't cover' section.</li> <li>Vehicles or craft and caravans as well as parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems contained in them.</li> <li>Bicycles (These may be covered under the bicycle section).</li> <li>Any living creature.</li> <li>Property mainly used for business, trade, profession or employment purposes other than business equipment.</li> </ul> |
| Important note For Specified items, the value you choose must be enough to cover the replacement cost as new.  |  |
| Items worth more than £1,500 which haven't been added to your policy won't be fully covered if you claim.  |  |
| Your schedule will show if you have added any items and the value they are covered for.  |  |
| They'll show under the contents section of your schedule as specified contents.  |  |
| The single item limit, total valuables limit and specified item limit are part of your contents limit – not on top of it.  |  |

# Cover

| W  | hat your policy covers  | What your policy doesn't cover |
|----|---|--------------------------------|
| 1) | Damage to contents by Emergency services  |                                |
|    | Damage to the <b>contents</b> of <b>your home</b> caused by the emergency services. <b>We</b> will cover damage if they need to get into <b>your home</b> because they believe there's an emergency and <b>you</b> and <b>your family</b> are inside. |                                |
| 2) | Keys & locks  |                                |
|    | If <b>your</b> keys are lost or stolen <b>we</b> will pay for any one claim to replace keys, locks or lock mechanisms to:   |                                |
|    | <ul> <li>outer doors and windows of the home (but not garages and<br/>outbuildings).</li> </ul>   |                                |
|    | • a safe within the <b>home</b> .   |                                |
|    | • an alarm protecting the <b>home</b> .   |                                |
|    | Limits are shown in <b>your</b> schedule.   |                                |

#### What your policy covers What your policy doesn't cover 3) Documents We won't pay for: We will pay for documents (but not money) if they are lost or documents if these are separately insured by any other damaged by the contents causes 1-11 listed in this policy as insurance. shown on pages 18-19. documents mainly used for business, trade, profession or We will cover documents that are kept in the main building of employment purposes. the home or when in a bank safe deposit or solicitor's strong lottery or raffle tickets. room anywhere in the world. Limits are shown in your schedule. 4) Digital assets and loss of data We will pay costs to replace information which you have bought and stored on your home entertainment equipment or mobile phones. For example you may have bought and downloaded an App to use on **your** phone. **We** will only cover lost or damaged data from contents causes 1-11 listed in this policy as shown on pages 18-19. Limits are shown in your schedule. 5) Contents in garages and outbuildings valuables, money or bicycles (please refer to the Bicycles section of your policy). We will pay you for contents lost or damaged by contents causes 1-11 listed in this policy as shown on pages 18-19, while the **home** is **unoccupied** or **unfurnished**. while in garages or **outbuildings** belonging to the **home**. contents in outbuildings where the structure doesn't have Limits are shown in your schedule. four complete sides. This means outbuildings mustn't have any permanent openings where anyone could get in. Important note If items are left in outbuildings that don't have four complete sides you may be covered under the Garden cover. Your schedule will show you if you have bought this. 6) Alternative accommodation For any contents moved to alternative accommodation: We will pay you for the reasonable cost of alternative **We** won't cover: accommodation. We will move you, your family and any pets theft or attempted theft of any contents, unless there's been or animals that live with you at home to somewhere safe, that forced or violent entry to or exit from the buildings. is reasonable and fair. This is only when you can't live in your home following an event that is covered by this policy. contents that you move into a caravan, mobile home or motor home. When **you** need alternative accommodation, **we** will always speak with you first. To decide what's reasonable and fair, we damage caused on purpose or by any kind of public or political will consider: disturbance outside of the United Kingdom, Isle of Man or the Channel Islands. the circumstances of your claim. business equipment. the needs of you, your family and your pets or animals that live with you at home. how long you might need the accommodation for. the accommodation type and where it's located. We will also cover contents you take with you if they are lost or

damaged from the contents causes 1-11 listed in this policy on

18-19.

Limits are shown in your schedule.

# What your policy covers What your policy doesn't cover 7) Frozen food Spoilt or damaged food: We will pay for food that's been kept in the fridge or freezer if it as a result of any deliberate act of you, your family's or an becomes spoilt or damaged. electricity supplier. This covers food which you can no longer eat due to the change to food mainly used for business, trade, profession or in temperature or because it has been contaminated from employment purposes. refrigerant fumes. The fridge or freezer must be in the **home**. It must be owned by you or your family, or you or your family must be legally responsible for it. Limits are shown in your schedule. 8) Religious festivals, weddings, civil partnerships and special events We will pay if any gifts, food or supplies you have bought in for a special occasion are lost or damaged. We will cover you for 30 days before and 30 days after the start date of the event. a recognised religious festival; your or your family's wedding or civil partnership; your or your family's organised special event (such as a birthday or anniversary). Limits are shown in your schedule. 9) Liability to domestic staff • You or your family's legal liability to pay compensation or costs for injury (including death) to any domestic staff when carried We will cover your legal liability for accidental death, injury in, or on any vehicles or craft. or illness caused to your domestic staff during the period of insurance and when in the United Kingdom. This includes legal We also won't cover any domestic staff if they are injured costs and expenses. (includes death) while entering, getting onto, or getting off any vehicles used by you or your family. Limits are shown in your schedule. Important note Legally liable or your legal liability means being responsible by law to pay compensation for causing harm or damage to another person or person's property. If you get a letter from a solicitor about a liability claim being made against you call us on 0330 024 8092 as soon as you can. We will look into your claim and tell you what you need to do.

to do.

If you get a letter from a solicitor about a liability claim being made against you call us on 0330 024 8092 as soon as you can. We will look into your claim and tell you what you need

# What your policy covers What your policy doesn't cover 10) Tenant's liability We will pay costs that you or your family become legally liable to pay as a tenant. We must agree any costs in writing. We will pay costs for: damage to the **buildings** by **the contents** causes 1-11 listed in this **policy** on pages 18 -19. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks giving services to or from the **home**. accidental breakage of fixed glass in: windows; doors; fanlights; skylights; greenhouses; conservatories; verandas. accidental breakage of fixed ceramic hobs or hob covers. accidental breakage of sinks and bathroom fittings which are plumbed in. Limits are shown in your schedule. Important note

# What your policy covers

#### 11) Occupiers and public liability

We will cover your legal liability for the period of insurance.

**We** will pay damages and costs that a court has told **you** to pay due to death, injury, illness or **accidental damage** only (**we** must agree these in writing).

We will cover your legal liability if you cause death, injury, or illness to persons other than you, your domestic staff or anyone else that lives in your home.

We will also cover your legal liability for accidental loss or damage to Property. This is only when it does not belong to and is not in the custody or control of you, your family or domestic staff.

Limits are shown in your schedule.

#### Important note

If you get a letter from a solicitor about a liability claim being made against you call us on 0330 024 8092 as soon as you can. We will look into your claim and tell you what you need to do.

In most cases, the person living in the home (whether they own it or are a tenant) are responsible for incidents that happen in the home. This includes incidents that may happen on the land belonging to it too. Occupiers' and public liability cover protects you and everyone who lives with you in case you injure anyone or damage their property in and away from your home.

Cover for liability as owner of the buildings is under the buildings section of a home insurance policy.

## What your policy doesn't cover

Your legal liability to pay compensation and costs arising from:

- any business, trade, profession or employment.
- you carrying out any deliberate, wilful or malicious act, including but not limited to assault and alleged assault.
- you living in or occupying land or buildings other than the home or its land.
- the transmission of any contagious disease or virus.
- owning, possessing or using vehicles or craft.
- owning, possessing or using caravans.
- owning, possessing or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws.
- owning any species of animal not domesticated in the UK.
- owning, possessing or using any species of horse including ponies, donkeys and mules.
- any action for damages brought in a court outside the United Kingdom.
- any action taken against you or your family by you or your family.

#### We also won't cover:

- any action taken against you or your family by your domestic staff and anyone living with you.
- damage to property belonging to you and in the custody or control of you, your family or domestic staff.
- any liability or legal responsibility that is covered by any other insurance.
- owning any species of animal not domesticated in the UK.
- owning, possessing or using any species of horse including ponies, donkeys and mules.
- any action for damages brought in a court outside the United Kingdom.
- any action taken against you or your family by you or your family.

# Accidental damage Contents (optional extra)

We will cover the following but only if you have bought the accidental damage cover. Your policy schedule will show if you have chosen this section.

| What you       | ur policy covers  | What your policy doesn't cover   |
|----------------|---|--|
| 12) Acci       | idental damage will pay for accidental damage or loss of contents while //re in the home.   | <ul> <li>Anything shown as not covered under contents causes 1–11 on pages 18–19 and covers 1–11 on pages 23–25.</li> <li>Accidental damage or accidental loss: <ul> <li>to items which have gone through mechanical or electrical breakdown.</li> <li>due to the cost of remaking any film, disc or tape or the value of any information included on it.</li> <li>caused by any cleaning, repairing, taking apart, restoring, altering, dyeing or washing.</li> <li>caused by water coming in to your home unless this has been caused by storm, flood or a water leak.</li> <li>by chewing, scratching, tearing, fouling or urinating by any of your pets or animals that live with you at home.</li> <li>caused by infestation, chewing, scratching, tearing, fouling or urinating by insects or vermin.</li> <li>to food, drink or plants;</li> <li>where already covered under contents causes 1–11 on pages 18–19.</li> <li>to your devices, by which we mean computers, computer equipment or electronic components or smart devices (e.g. tablets and smart phones).</li> <li>This is as a result of:</li> <li>you losing or placing or filing documents in the wrong place.</li> <li>hacking, malware or any device being infected with a virus or any other harmful code(s) and instructions.</li> <li>caused by a drop in value or loss, damage or extra costs that follow on from the incident you are claiming for. By this we mean costs that you might have to pay in preparing a claim or loss of earnings if you have been injured and can't work.</li> </ul> </li> </ul> |
| by a new or Is | will cover contents that are lost or accidentally damaged professional removal company during a house move. Your home must be in the United Kingdom, the Channel Islands sle of Man.            | <ul> <li>while the home is unoccupied or unfurnished.</li> <li>Accidental damage or accidental loss:</li> <li>to money.</li> <li>to china, glass, porcelain or any other item of pottery unless packed by professional removal contractors.</li> <li>to jewellery.</li> <li>whilst being shipped overseas.</li> <li>whilst the contents are in storage.</li> <li>to items which have gone through mechanical or electrical breakdown.</li> <li>Loss of oil when your home is unoccupied or unfurnished.</li> <li>Any deliberate act by your your family or the utility suppliers</li> </ul>  |
| Limit 15) Loss | will pay for accidental loss of the oil that heats your home. its are shown in your schedule. s of metered water will pay for accidental loss of metered water. its are shown in your schedule. | <ul> <li>Any deliberate act by you, your family or the utility suppliers.</li> <li>Loss of metered water when your home is unoccupied or unfurnished.</li> <li>Any deliberate act by you, your family or the utility suppliers.</li> </ul>   |

# Causes

| What your policy covers  | What your policy doesn't cover   |
|--|--|
| Contents lost or damaged whilst in the home. We will cover:  |  |
| 1) Storm or flood.   | Lost or damaged radio or television aerials or satellite dishes not in or attached to the <b>buildings</b> .   |
| <ul> <li>Sudden and unexpected water leaking from or freezing in any:</li> <li>appliance such as washing machine, dishwasher, fridge or freezer.</li> <li>fixed domestic water installations like hot and cold water pipes in your home.</li> <li>fixed domestic drainage like your toilet or soil pipes.</li> <li>heating installations like your boiler or radiators.</li> </ul> | <ul> <li>to the fittings/installation/appliances themselves are only covered if the damage has happened as a result of an insured cause or cover.</li> <li>while your home is unoccupied or unfurnished.</li> <li>caused by failure or lack of sealant and/or grout.</li> <li>caused by sinks and baths overflowing as a result of the taps being left on. This may be covered if you have chosen contents plus accidental damage cover.</li> </ul>  |
| 3) Damage caused by oil leaking from or freezing in a fixed oil-fired<br>heating installation. This includes smoke and smudge damage caused by a poor or<br>faulty oil-fired heating installation and damage to soil caused by<br>the leaking oil.   | <ul> <li>to the installation itself, unless we have agreed to cover it under another section of this policy for you.</li> <li>while your home is unoccupied or unfurnished.</li> </ul>   |
| 4) Theft or attempted theft.   | <ul> <li>while your home is unoccupied or unfurnished.</li> <li>if property is taken by someone who pays you using a false payment method, meaning you don't get your agreed payment.</li> <li>as a result of any failed payment for anything you have bought or sold online.</li> <li>if anyone other than you or your family is living in any part of the home. However, if there's forced or violent entry to or exit from the home, we will cover you for this.</li> <li>caused by you, your family and anyone else living at the home.</li> </ul>   |
| 5) Fire, smoke, explosion, lightning or earthquake.  | Smoke damage caused by smog, agricultural or industrial sites, or smoke damage that happens over time.   |
| 6) Contents lost or damaged by subsidence or ground heave of the land which your buildings are on, or landslip.  | <ul> <li>Lost or damaged boundary and garden walls, gates, hedges and fences, paths and drives, artificial lawns, patios, decking, terraces, tennis hard courts and swimming pools. However, these will be covered if the home has been damaged at the same time by the same causes.</li> <li>Lost or damaged contents:</li> <li>due to normal settlement, shrinkage or expansion. (Shrinkage or expansion means the materials used to build your home are getting smaller or larger over time. This can be due to temperature, moisture, or the materials ageing naturally and changing shape).</li> <li>caused from building or repairing your home, or from any building work to the roof, its foundations, or any walls that support the structure of your home.</li> <li>caused by the land and/or rocks along coastlines or riverbanks wearing away and breaking up.</li> <li>caused by the use of faulty or poor materials, design or workmanship.</li> </ul> |

| What your policy covers   | What your policy doesn't cover   |
|---|--|
| 7) Damage to <b>your contents</b> that is caused on purpose through any act by another person.  | <ul> <li>while your home is unoccupied or unfurnished.</li> <li>caused by you, your family, anyone else living at the home and anyone you allow to be at the property.</li> </ul>  |
| 8) Riot, civil commotion, strikes, labour and political disturbances.  Important note  These involve a large number of people who may cause damage to property while making a stand against an authority or government. |  |
| 9) Damage to <b>your contents</b> caused by animals or damage caused by road vehicles, rail vehicles, aircraft or anything dropped from them.   | Damage caused by any of <b>your</b> pets or animals that live with <b>you</b> at <b>home</b> .   |
| 10) Fallen trees or branches.   | <ul> <li>Damage caused by any maintenance work being done to trim, cut or remove them.</li> <li>The cost of removing fallen trees or branches that haven't caused damage.</li> </ul>   |
| 11) Aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables that break or fall and damage your contents.  | <ul> <li>Lost or damaged contents:</li> <li>because there's been a mechanical or electrical breakdown.</li> <li>caused by any cleaning, repairing or taking the items apart.</li> <li>to equipment not in or attached to the buildings.</li> </ul> |

# Garden cover (optional extra)

Your policy schedule will show if you have chosen this section. It will also show you your cover limits.

## What your policy covers

**We** will cover the following if they are lost or damaged, as long as they are within the boundaries of the land belonging to **your home**.

- · walls, patios, fences, hedges and gates.
- large toys such as swings or trampolines that that are kept in the garden all of the time.
- barbecues and garden furniture.
- hard landscaping such as ponds, rockeries, waterfalls, fountains, raised beds.
- Lawnmowers and gardening equipment.
- plants, trees and shrubs.

We will cover the following causes:

- storm or flood.
- subsidence, ground heave or landslip (only when your home is damaged at the same time).
- theft or attempted theft.
- · damage caused by vehicles, aircraft or animals.
- · falling trees.
- · fire, explosion, lightning or earthquake.
- · damage caused on purpose by others.
- · accidental damage.
- riot, civil commotion, strikes, labour and political disturbances.

## Professional garden

**We** will pay up to £2,000 to cover design fees and costs to return **your** garden back to the condition it was in before any damage happened. **We** will only cover the causes shown. This amount will be included in the total garden limit **we** will pay.

Limits are shown in your schedule.

## What your policy doesn't cover

- Excess shown in schedule.
- Fences lost or damaged by storm unless your home is damaged at the same time and by the same cause.
- **Bicycles** (Please see the Bicycle cover section for cover).
- Subsidence, ground heave or landslip unless your home is damaged at the same time.
- Frost, drought, rot and plant diseases.
- Wear and tear or damage caused gradually.
- Plants, trees and shrubs by:
  - storm or flood.
  - vehicles, aircraft or animals.
  - falling trees.
  - · accidental damage.

# Personal possessions (optional extra)

Your policy schedule will show if you have chosen this section. It will also show you your cover limits.

Personal possessions protects **your** belongings when they are away from **your home**, such as when **you** are on holiday or going to the shops. Items worth more than £1,500 must be added to **your policy** as specified items, otherwise they won't be fully covered if **you** make a claim.

# What your policy covers

# The sum insured for this section is included within the **contents** cover limit and is not on top of it.

#### What is covered:

**Personal effects, valuables,** specified items and **money** when belonging to **you** or **you** and **your family**, or **you** or they are legally responsible for them. These will be covered:

- anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands. We will also cover countries bordering the Mediterranean.
- anywhere in the world for up to 60 days during any period of insurance

#### Important note

Personal possessions cover can be added to your policy at any time.

You can also add items worth more than £1,500, for cover away from home, at any time. You can use your Swift Space to add these covers yourself online, or call us on 0330 024 6425.

You must make sure the value you enter is enough to cover the replacement cost as new when adding any item.

# What your policy doesn't cover

- Excess shown in schedule.
- loss or damage due to the cost of remaking any film, disc or tape or the value of any information held on it.
- cleaning, repairing, taking apart, restoring, altering, dyeing or washing.
- chewing, scratching, tearing, fouling or urinating by any of your pets or animals that live with you at home.
- infestation, chewing, scratching, tearing, fouling or urinating by insects or vermin.
- theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in a boot or glove compartment. All windows must also be closed and all doors, including the boot, must be locked.
- items not in the care, custody or control of you, your family or any person(s) you have allowed to look after your items.
- theft or attempted theft from an unlocked hotel room.
- a drop in value or other loss, damage or additional expense following on from the incident that you are claiming for.
- items which have gone through mechanical or electrical breakdown.
- vehicles or craft.
- parts, accessories, tools and fitted radios, cassette players and compact disc players, MP3 and DVD players and satellite navigation systems for vehicles and craft.
- any property mainly used for the purpose of business, trade, profession or employment other than **business equipment**.
- plants or any living creature.
- documents.
- if someone pays **you** for items using fake cards or **money**.
- payments that don't go through on items you have bought or sold online.
- loss or damage that's already covered elsewhere in this policy wording.
- loss or damage to your devices, by which we mean computers, computer equipment or electronic components or smart devices (e.g. tablets and smart phones).

This is as a result of:

- you losing or placing or filing documents in the wrong place.
- hacking, malware or any device being infected with a virus or any other harmful code(s) and instructions.
- lottery tickets and raffle tickets.
- bicycles.
- your or your family's contents when moved to student
  accommodation that you or your family are living in, while
  you attend college, university or boarding school. (If you have
  bought the student cover we will cover you up to the limits in
  your schedule).

# Bicycle cover (automatically included)

Bicycle cover is included when you buy contents cover.

This covers your bicycles worth £350 each or less (up to £1,500 in total) when at or away from the home.

| What your policy covers  | What your policy doesn't cover  |
|--|---|
| Lost or damaged bicycles and their accessories anywhere in the world when belonging to you.  Limits (including any bicycles you have specified) – please refer to your schedule.  Important note  Bicycles worth more than £350 each must be added to your policy to be covered under the Bicycle section.  You can add these to your policy at anytime. You can visit your Swift Space to add these yourself online, or call us on 0330 024 6425.  You must make sure the value you choose is enough to cover the replacement cost as new. The value must also include any bicycle accessories and attachments. | <ul> <li>Excess - shown in schedule.</li> <li>tyres or accessories unless the bicycle is lost or damaged at the same time.</li> <li>damage whilst being used for racing, pace making or trials.</li> <li>theft when the bicycle is unattended unless in a locked building, locked motor vehicle, or secured by a suitable locking device to a permanent structure or a motor vehicle. (A suitable locking device is one that has been made and sold purposely for this type of security risk).</li> <li>theft when the bicycle is mounted on a motor vehicle unless both the bicycle and the mount have a suitable locking device in operation.</li> <li>loss or damage caused by: <ul> <li>customs or other officials confiscating or keeping hold of the bicycle.</li> <li>cleaning, repairing, taking apart, restoring, altering, dyeing or washing.</li> <li>insects or vermin.</li> <li>mechanical or electrical breakdown.</li> </ul> </li> </ul> |

# Student cover (optional extra)

Your policy schedule will show if you have chosen this section. It will also show you your cover limits. This cover gives protection for you and your family members' contents when removed from your home to student accommodation.

| What your policy covers   | What your policy doesn't cover   |
|---|--|
| This section gives cover for when <b>you</b> or <b>your family</b> members are attending college, university or boarding school. <b>We</b> will cover <b>you</b> or <b>your family's contents</b> when they are moved to student accommodation. <b>We</b> will cover the following: | <ul> <li>Excess – shown in schedule.</li> <li>student contents kept in a caravan, mobile home or motor home.</li> <li>student contents outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour</li> </ul> |
| <ul><li>Storm or flood.</li><li>Theft.</li></ul>  | and political disturbances or malicious persons.  • business equipment.  |
| <ul> <li>Damage caused by vehicles, aircraft or animals.</li> <li>Falling trees.</li> </ul>   | <ul> <li>accidental damage (unless you have bought Personal possessions cover).</li> </ul>   |
| Fire, explosion, lightning or earthquake.   | bicycles worth more than £350 each or £1,500 in total, unless you have added them to your policy.  |
| <ul> <li>Damage caused on purpose by others.</li> <li>Limits are shown in your schedule.</li> </ul>   |  |

# **Buildings insurance**

**Your policy** schedule will show if **you** have chosen this section.

| What your policy covers  | What your policy doesn't cover   |
|--|--|
| We will cover your buildings for the covers and causes as shown in this section. We will pay you up to the maximum buildings cover limit shown in your schedule. Some covers have certain limits that we will only pay up to. We will tell you to check your schedule for these. | <ul> <li>Excess - shown in schedule.</li> <li>Items listed under 'What this policy doesn't cover' section.</li> <li>The exclusions listed in this column. These exclusions relate to the corresponding cover identified in the left column.</li> </ul> |

# Cover

| w  | hat your policy covers   | What your policy doesn't cover |
|----|--|--------------------------------|
| 1) | Fees and costs to clear the property site  |                                |
|    | If <b>we</b> accept <b>your</b> claim under <b>buildings</b> causes 1–11 shown on pages 26-27 <b>we</b> will pay:  |                                |
|    | • architects, surveyors, consulting engineers and legal fees.  |                                |
|    | costs to clear debris from the site.   |                                |
|    | • costs to demolish or temporarily prop your buildings.  |                                |
|    | • costs for <b>you</b> to meet any new government or authority requirements. <b>We</b> will only give <b>you</b> cover if the order came in after <b>your</b> property was lost or damaged.  |                                |
| 2) | Damage to your buildings by emergency services   |                                |
|    | Damage to the <b>buildings</b> caused by the emergency services.   |                                |
|    | <b>We</b> will cover damage if they need to get into <b>your home</b> because they believe there's an emergency and <b>you</b> and <b>your family</b> are inside.  |                                |
| 3) | Damage to your garden by emergency services  |                                |
|    | Damage to the gardens of <b>your home</b> caused by the emergency services.  |                                |
|    | <b>We</b> will cover damage if they need to get into <b>your home</b> because they believe there's an emergency and <b>you</b> and <b>your family</b> are inside.  |                                |
|    | Limits are shown in <b>your</b> schedule.  |                                |
| 4) | Moving home  |                                |
|    | If <b>you</b> have contracted to sell <b>your home</b> the buyer will have the full protection of <b>your policy</b> for the <b>buildings</b> until the sale completes. This is only when <b>your home</b> isn't covered by any other insurance. |                                |
| 5) | Keys & locks   |                                |
|    | If <b>your</b> keys are lost or stolen <b>we</b> will pay for any one claim to replace keys, locks or lock mechanisms to:  |                                |
|    | • outer doors and windows of the <b>home</b> .   |                                |
|    | • a safe within the <b>home</b> .  |                                |
|    | • an alarm protecting the <b>home</b> .  |                                |
|    | <b>We</b> will only pay for any incident of lost or stolen keys under <b>buildings</b> or <b>contents</b> , not <b>both</b> .  |                                |
|    | Limits are shown in <b>your</b> schedule.  |                                |

# What your policy covers

## What your policy doesn't cover

## 6) Alternative accommodation

We will pay you for the reasonable cost of alternative accommodation. We will move you, your family and any pets or animals that live with you at home to somewhere safe that is reasonable and fair. This is only when you can't live in your home following an event that is covered by this policy.

When **you** need alternative accommodation, **we** will always speak with **you** first. To decide what's reasonable and fair, **we** will consider:

- the circumstances of your claim.
- the needs of you, your family and your pets or animals that live with you at home.
- how long you might need the accommodation for.
- the accommodation type and where it's located.

Limits are shown in your schedule.

#### 7) Emergency evacuation cover - If you're told to leave your home

We will pay you for the reasonable cost of alternative accommodation. We will move you, your family and any pets or animals that live with you at home, to somewhere else that is reasonable and fair.

We will only do this if local authorities or emergency services ask you to leave because of a safety risk, or damage to a neighbour's home.

Limits are shown in your schedule.

# 8) Property owners' liability or legal responsibility

**We** will cover **your** legal liability as owner of the **buildings** for injury or damage to another person or person's property during the **period of insurance**. This includes any legal costs and expenses.

This includes **your** liability for any defective building work **you** may have completed to any UK private home.

We will cover your legal liability if you cause death, injury, or illness to persons other than you, your domestic staff or anyone else that lives in your home.

We will also cover your legal liability for accidental loss or damage to property. This is only when it does not belong to and is not in the custody or control of you, your family or domestic staff.

Limits are shown in **your** schedule.

#### Important note

If you get a letter from a solicitor about a liability claim being made against you call us on 0330 024 8092 as soon as you can. We will look into your claim and tell you what you need to do. Most commonly, the occupier (tenant or person living in the home - including its land) will be found responsible for any incidents that may happen at the property. For this cover you would need to make sure you have contents insurance.

Your legal liability to pay compensation and costs arising from:

- an agreement forcing a liability on you which you wouldn't be under if you hadn't signed it.
- an incident that happens more than seven years after this
  policy ended.
- you owning any other land or buildings that's not the home we are insuring.
- using your home for any business, trade, profession or employment.
- any death, injury or damage caused by lifts, hoists, vehicles, or craft.
- correcting any fault, or fault that **you** are said to have caused.
- damage to property belonging to you and in the custody or control of you, your family or domestic staff.
- you living at the home only and not owning it.
- you or your family's private pursuits such as sports, leisure activities or hobbies.
- any liability or legal responsibility that is covered by any other insurance.
- your liability as the person who only lives in the home (such as a tenant or owner occupier).

| w  | nat your policy covers   | What your policy doesn't cover |
|----|--|--------------------------------|
| 9) | Help to reduce flood damage  |                                |
|    | If <b>we</b> accept <b>your</b> claim for damage caused by a <b>flood</b> , <b>we</b> will also pay up to £10,000, to try and stop or reduce further <b>flood</b> damage happening. This amount includes any fees.   |                                |
|    | We will protect your home where we can. This may include using 100% waterproof floor finishes, and paints and plaster which are water-resistant. These should dry out without cracking so they can be easily re-painted. We may also place electrical sockets and/or wires higher up the walls of your property. |                                |
|    | We will only do this where the costs to repair your buildings (not including outbuildings) are more than £10,000. We or our loss adjusters/suppliers must approve the work before it goes ahead.   |                                |

# Accidental damage Buildings (optional extra)

We will cover the following but only if you have bought the accidental damage cover. Your policy schedule will show if you have chosen this section.

| What your policy covers  | What your policy doesn't cover   |
|--|--|
| <ul> <li>Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks giving services to or from the home and for which you are responsible.</li> <li>We will also pay up to the trace and access limit shown on your schedule to find the source of the damage to the home. This includes putting back any wall, floor, ceiling, drive, fence or path that had to be removed, or which got damaged during the search.</li> <li>Limits are shown in your schedule.</li> </ul> | Damage to pitch fibre drains caused by faults in the design, material, construction, or installation of the pipes and drains.  If we discover the damage isn't accidental damage, then there will be no cover unless one of the causes shown in this policy will cover it.   |
| <ul> <li>11) Accidental damage or loss to the buildings including accidental breakage of:</li> <li>fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas.</li> <li>fixed ceramic hobs and ceramic tops of fixed cookers.</li> <li>sinks and bathroom fittings which are plumbed in.</li> </ul>   | <ul> <li>Anything shown as not covered under buildings causes 1-11 on page 26-27 and covers 1-9 shown on page 23-25.</li> <li>Accidental damage: <ul> <li>caused by frost.</li> <li>caused by water coming into your home unless this has been caused by storm, flood or a water leak.</li> <li>due to faulty or poor materials, design or workmanship.</li> <li>by infestation, chewing, scratching, fouling or urinating by insects or vermin.</li> <li>by chewing, scratching, tearing, fouling or urinating by any of your pets or animals that live with you at home.</li> <li>to items which have gone through mechanical or electrical breakdown.</li> <li>to gates, hedges and fences.</li> <li>to drives, patios and paths unless your home has been damaged at the same time and by the same cause.</li> </ul> </li> </ul> |

# **Causes**

| What your policy covers  | What your policy doesn't cover  |
|--|---|
| Buildings lost or damaged by:  |   |
| 1) Storm or flood.   | <ul> <li>Lost or damaged gates, hedges or fences.</li> <li>Lost or damaged radio, television aerials or satellite dishes caused by storm.</li> </ul>  |
| <ul> <li>Sudden and unexpected water leaking from or freezing in any:</li> <li>appliance such as washing machine, dishwasher, fridge or freezer.</li> <li>fixed domestic water installations like hot and cold water pipes in your home.</li> <li>fixed domestic drainage like your toilet or soil pipes.</li> <li>heating installations like your boiler or radiators.</li> <li>We will also pay up to the trace and access limit shown on your schedule to find the source of the damage to the home. This includes putting back any wall, floor, ceiling, drive, fence or path that had to be removed, or which got damaged during the search.</li> </ul> | <ul> <li>bamage:</li> <li>to the fittings, installation and appliances themselves, unless we have agreed to cover them under another section of this policy for you.</li> <li>while your home is unoccupied or unfurnished.</li> <li>caused if there's lack of, or no sealant and/or grout. (This is what's used between tiles to keep them from moving and what seals your bath to the wall to stop water damage).</li> <li>caused by sinks and baths overflowing as a result of the taps being left on. (This may be covered under buildings Accidental damage cover if you have chosen it).</li> <li>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</li> </ul> |
| 3) Theft or attempted theft.   | Loss or damage while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> .  |
| <ul> <li>4) Oil leaking from or freezing in a fixed oil-fired heating installation. This includes smoke and smudge damage caused by a poor or faulty oil-fired heating installation and damage to soil caused by the leaking oil.</li> <li>We will also pay up to the trace and access limit shown on your schedule to find the source of the damage to the home. This includes putting back any wall, floor, ceiling, drive, fence or path that had to be removed, or which got damaged during the search.</li> <li>Limits are shown in your schedule.</li> </ul>   | <ul> <li>Damage:</li> <li>to the installation itself, unless we have agreed to cover it under another section of this policy for you.</li> <li>while your home is unoccupied or unfurnished.</li> <li>The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</li> </ul>   |
| 5) Fire, smoke, explosion, lightning or earthquake.  | Smoke damage caused by smog, agricultural or industrial sites, or smoke damage that happens over time.  |

| Wł  | nat your policy covers   | What your policy doesn't cover  |
|-----|--|---|
| 6)  | <b>Buildings</b> lost or damaged by <b>subsidence</b> or <b>ground heave</b> of the land which <b>your buildings</b> are on, or <b>landslip</b> .  | Lost or damaged boundary and garden walls, gates, hedges and fences, paths and drives, artificial lawns, patios, decking, terraces, tennis hard courts and swimming pools. However, these will be covered if the home has been damaged at the same time by the same cause.                          |
|     |  | Lost or damaged <b>buildings</b> :  |
|     |  | <ul> <li>due to normal settlement, shrinkage or expansion. (Shrinkage<br/>or expansion means the materials used to build your home<br/>are getting smaller or larger over time. This can be due to<br/>temperature, moisture, or the materials ageing naturally and<br/>changing shape).</li> </ul> |
|     |  | <ul> <li>caused by movement from solid floors and any walls that<br/>don't support the structure of your home. However, if the<br/>foundations of your home are damaged at the same time then<br/>we will consider cover for you.</li> </ul>  |
|     |  | <ul> <li>caused from building or repairing your home, or from any<br/>building work to the roof, its foundations, or any walls that<br/>support the structure of your home.</li> </ul>  |
|     |  | <ul> <li>caused by the land and/or rocks along coastlines or riverbanks<br/>wearing away and breaking up.</li> </ul>  |
|     |  | caused by the use of faulty or poor materials, design or workmanship.   |
| 7)  | Damage to <b>your buildings</b> that is caused on purpose through any act by another person.   | <ul> <li>while your home is unoccupied or unfurnished.</li> <li>caused by you, your family, anyone else living at the home and anyone you allow to be at the property.</li> </ul>   |
| 8)  | Riot, civil commotion, strikes, labour and political disturbances.  Important note  These involve a large number of people who may cause damage to property while making a stand against an authority or government. |   |
| 9)  | Damage to <b>your buildings</b> caused by animals or damage caused by road vehicles, rail vehicles, aircraft or anything dropped from them.  | Damage caused by any of <b>your</b> pets or animals that live with <b>you</b> at <b>home</b> .  |
| 10) | Fallen trees and branches.   | <ul> <li>Damage caused by any work being done to trim, cut or remove them.</li> <li>The cost of removing fallen trees or branches that haven't caused damage to the buildings.</li> </ul>   |
| 11) | Aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables that break or fall and damage <b>your buildings</b> .  | Lost or damaged aerial or satellite dishes unless <b>you</b> are covered under <b>contents</b> insurance cause 11.  |

# Home assistance

Home assistance is an optional extra and will show on **your** schedule if **you** have bought this cover. **Your** schedule will show **you your** cover limits. This cover gives **you** emergency help should a **home emergency** happen.

We will cover you for the home emergencies shown in the policy from page 30 onwards. We will cover the cost of emergency repairs only and not the damage caused by the emergency.

This cover is not suitable for those that already have another **policy** that covers these **emergencies**. If **you** are a tenant, please check **you** have **your** landlord's permission to use this cover.

Home assistance cover is separate from **your buildings** and **contents** cover.

If any of the causes shown are a risk to **your** health and safety or make **your home** unsafe to live in, **you** should contact **us**.

This insurance is governed by the laws of England and Wales.

# If you need to make a claim

To get emergency assistance contact the 24 hour Emergency Helpline on:

0330 024 5472

(calls are recorded and monitored)

Or report online: www.axa.homemanager.link

Or scan the following QR code:



**You** won't be able to make a claim for the first 14 days if **you** have bought a new **policy**.

You should have the following information available upon request:

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

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

# **Definitions**

These are words which have a certain meaning.

We will explain what these words mean by highlighting them in bold print. They will have the same meaning whenever used in this section.

## **Approved contractor**

A person skilled in a certain trade who we have approved and who can make decisions about your claim. They can also carry out repairs in your home under this policy.

# **Beyond economical repair**

Means where **we** estimate that the cost of repairing **your** primary heating and/or hot water system would be more than its current value. This also includes where **we** are unable to get the

spare parts to repair it.

# **Emergency/Emergencies**

A sudden and unexpected incident in **your home** which needs urgent attention to make **your home** safe and secure to live in. The incident could also be a health risk to **you** or anyone in **your home** or create a risk of loss or damage to **your home** or belongings.

# Emergency repair(s)

Work taken on by **our approved contractor** to fix the sudden **emergency**. This will be done by completing a temporary repair to make **your home** safe to live in again. **You** will then need to make sure a permanent repair is completed at **your** own cost. A permanent repair may be carried out if it can be done at the same time and cost as a temporary repair or a temporary repair isn't possible.

#### **Home**

The house or flat shown on **your policy** schedule including any built-in garages, which are solely used for domestic purposes and located in the UK. There is no cover for detached garages, sheds, greenhouses or other buildings.

#### Reimbursement basis

In some cases, we may not be able to provide an approved contractor to resolve the emergency so with our agreement, we will allow you to get your own contractor. You will need to send us the invoices or receipts from your contractor with all the items that you have been charged for and we will reimburse you the costs up to the £1,000 limit.

This also applies when **you** have to arrange to stay somewhere else such as a hotel after an **emergency**. **We** will reimburse **you** the costs after **you** provide **us** with an invoice or receipt.

# We/us/our

AXA Assistance (UK) Limited and Inter Partner Assistance S.A.

# You/Your/Yourself

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

# What you need to know

- You must contact us first to arrange an emergency repair by calling the emergency telephone number or reporting it online.
- Claims under this policy can only be made by you, your family, lodger or anyone calling on your behalf.
- We won't cover a repair if you have been aggressive to our approved contractors, or you won't let them into your home during reasonable work hours to complete repairs.
- When we make a repair we will leave your home safe for you
  to live in, but we won't be responsible for returning it to its
  original condition.
- We recommend that you arrange for a permanent repair to be made by a professional tradesperson as soon as possible. This is because once we have carried out the emergency repair it may only give a temporary solution to the problem.

# What we will do when you make a claim

We will tell you how you can protect yourself and your home straight away.

Once **we** have confirmed **you** have the cover in place, **we** will arrange for one of **our approved contractors** to get in touch with **you** to make an appointment.

**Our approved contractor** can make decisions on **our** behalf and will help manage **your** claim. **You** will be kept updated throughout **your** claim journey.

# If the emergency repair costs more than £1,000

We will ask you to pay the difference, or with our agreement first you may be able to arrange for the repairs to be carried out yourself. You can then send us your engineer's invoice. The invoice must include all items that you have been charged for. We will then pay you up to £1,000 which will pay towards the cost of the full repair. This amount will also include any charges made by our approved contractor from their first visit

This will be in full and final settlement of your claim.

# **Parts availability**

If **our approved contractor** hasn't got the parts needed on the day of **your** appointment, **we** will do **our** best to find and install parts from **our** approved suppliers. **We** may use new parts or parts that've been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like for like basis but will give **you** an alternative to stop the **emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** won't be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

There may be times where parts are no longer available. If this happens, **we** will make sure **your home** is safe and **we** can arrange a quote for a suitable replacement item. **You** will need to pay for the replacement item.

# If we can't assist you

In some cases, it might be hard for **us** to find an **approved contractor** that can come to **your home** as quickly as possible. There might be delays for finding a contractor for the following cases:

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

In these circumstances, **you** may with **our** agreement first, arrange for **your** own contractor to resolve **your emergency**. **We** will then refund the cost of **your** contractor up to £1,000 inc. VAT.

Please send **us** the invoice or receipt from **your** contractor with all the items that **you** have been charged for. This will help support **your** claim and means **we** can repay **you** the money **you** have paid or lost.

We will only repay you for the cost of the emergency repair(s) up to the limit and it needs to be a situation that is covered by this policy.

# If you're unable to stay at home due to the emergency

If your home can't be lived in because of the emergency, we will cover the costs for you to stay somewhere else such as a hotel. We will then carry out an emergency repair. We will cover up to £250 inc VAT for you, your family and your pets, including any transport to get you there. This will be on a reimbursement basis - an example of when we may have to do this is if all the electrics in your home aren't working.

# What your policy covers

We will only pay for the emergency repair.

The **emergencies** listed below are covered by this **policy**:

#### **Plumbing**

A plumbing emergency relating to:

- The internal hot and cold water pipes between the main internal stopcock and the internal taps.
- The cold water storage tank.
- The flushing mechanism of a toilet.
- The outside water supply pipes within your property boundary, where you are solely responsible for them.

#### A leak from -

- your toilet.
- pipes leading to and from the shower or bath and internal section of the overflow pipe.
- central heating water pipes.

#### Drainage

An **emergency** that happens if **your** drains get blocked or damaged, or if there is a leak from **your** drainage pipes. **We** wil cover:

- blocked sinks, blocked or leaking waste pipes, along with rainwater drains.
- blocked bath, toilets or outside drainage. We will still cover you even if you have another working toilet or bath/shower that you can use.
- blocked or leaking soil vent pipes.

#### Electrics inside your home

An **emergency** relating to the electrics inside **your home** that aren't working, meaning **you** can't live there.

For example: you can't heat your water, home or use the lights.

## Securing your home

Broken or cracked windows which means **your home** is not secure. **We** will carry out an **emergency repair** by boarding up the window to make **your home** secure.

#### Keys

If you lose your keys and don't have another set available, we will help you get into your home. We will also cover you if you accidentally lock your keys in your home and don't have another set of keys available to get in.

## Pest and insect infestations

Removal of pests from **your home** if it's been infested. By pests **we** mean rats, mice, wasps and hornets.

# Leaking gas pipes

A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance.

**We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

## Boiler and heating system

**We** will repair **your** main heating or hot water system if it completely breaks down and **you** are left without any heating and/ or hot water. **We** will also cover **you** for water leaks from the boiler/ heating system.

**We** will cover the cost of fixing a gas boiler in **your home**, if the amount of power produced by the boiler is no more than 60 kilowatts per hour. This also includes the boiler isolating valve, all manufacturer-fitted components, the pump, motorised zone valves, thermostat, time and temperature/pressure controls.

## What your policy doesn't cover

- Trace and access to find the source of the emergency is not covered. Please note that this may be covered under your buildings insurance.
- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain. Replacing outside overflows, cylinders, hot and cold water storage tanks, radiators, thermostatic and radiator valves, immersion tanks, basins, sinks, baths and shower trays.
- Any breakdown or damage to domestic appliances such as dishwashers and washing machines. This includes any leaks from the appliances or flexible hoses.
- Plumbing or drainage problems in connection with septic tanks, swimming pools and hot tubs.
- Breakdown or damage to shower units, Saniflo toilets (also known as macerators) and other mechanical equipment.
- Damage to boundary walls, hedges, fences and gates.
- Electricity supply to or failure of burglar/fire alarm systems and CCTV surveillance
- Dealing with temporarily frozen pipes.
- Shared plumbing and drainage facilities aren't covered under this policy even if they're within the boundaries of your home.
- Repairing or replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes.
- Damage to fences or doors, locks and windows of outbuildings and detached garages.
- Double glazing where one pane is broken but the other is intact and the **home** is therefore secure.
- Commercial boilers or those that produce power more than 60 kilowatts per hour. Any heating system which isn't completely situated within your home or is shared with neighbouring dwellings. Descaling and any work needed as a result of hard water scale deposits (including power flushing) or from damage caused by hard water or sludge caused by corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- Any routine maintenance, cleaning and servicing, as well as repairs that need a power flush of your boiler or main heating system. Repair or replacement of the flue.
- Any repair or replacement of under floor heating systems or warm air units.
- Infestations found outside your home, such as in detached garages and outbuildings.
- The cost of repairing or replacing a boiler if our approved contractor says it's beyond economical repair.
- Damage caused because you have not looked after your boiler or heating system. This includes where you haven't followed the manufacturer's instructions for your boiler or central heating system.

| What your policy covers   | What your policy doesn't cover |
|---|--------------------------------|
| Other forms of Primary heating  |                                |
| You may have another main heating system running on oil, LPG, solid fuel, electric boilers, solar, or air, ground or water source heat pumps. For these, we may ask you to arrange your own contractor if we don't have an approved contractor in your area. Your claim will be settled on a reimbursement basis. |                                |
| Roofing   |                                |
| Sudden or unexpected roofing problems such as leaks or tiles blown off during a storm or bad weather.   |                                |
| Temporary heating   |                                |
| If <b>you</b> have no heating then <b>we</b> will pay <b>you</b> up to £50 including VAT, towards heaters for <b>your home</b> . This is only when <b>we</b> can't fix the boiler/heating system, or <b>we</b> are waiting for the part to be ordered following the engineer's first visit.                       |                                |

# We won't cover the following:

# Emergencies known before policy start date

Any claim for an **emergency** which **you** already knew about before the start date of this insurance.

# **Damaged personal items**

Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.

# **Utility company responsibilities**

Any mains service that is disconnected or stops working and is the responsibility of a utility company to carry out the repair.

# Damage caused by changes or not taking care

This insurance doesn't cover any defect, damage, or failure:

- caused by modification or attempted repair by you or your own contractor which results in damage to that or another part of your system because of poor workmanship;
- which does not comply with recognised industry standards;
- caused by malicious or wilful action, misuse or negligence.

#### **Normal maintenance**

This insurance doesn't cover normal day to day maintenance at **your home** that **you** should carry out. It won't pay to replace items that wear out over time or replace parts on a like-for-like basis where it's needed to stop an **emergency**.

# **Unoccupied homes**

Any **emergency** in **your home** when it has been **unoccupied** for more than 30 days in a row.

# Health and safety risks

Where **our approved contractor** can't attend the **emergency** and complete work at **your home** because of a health and safety assessment risk.

#### Harmful material - Asbestos

- Any boiler inspections or any other emergency where asbestos may be disturbed.
- The removal of asbestos.

# **Subsidence**

Property lost or damaged from structural problems caused by subsidence or settlement, building work, use of faulty products, or where **your home** has had to be knocked down.

# Manufacturer or repair guarantee costs

Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

#### **Sanctions**

**We** will not cover, pay any claim, or give any benefit, if this puts **us** at risk of any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Legal expenses

**We** include Legal expenses insurance in **your policy**. **Your** schedule shows **your** cover limits.

Legal expenses provides:

- Assistance helplines including 24/7 legal advice.
- Discounted legal services.
- Insurance for legal costs for certain types of disputes.

# Assistance helpline services

# Legal helpline

Use the 24 hour advisory service for telephone advice on any private legal problem that **you**, or a member of **your** household, are concerned about.

Simply call 0330 024 8076 and quote "Swiftcover Legal expenses".

For our joint protection we may listen to and record calls.

# **Additional legal services**

In this package, **our** aim is to provide a wide ranging insured legal service. There will be times where **we** are not able to insure a legal cost that **you** might be faced with in **your** everyday life.

These include:

- Legal costs as a result of selling or buying of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.

In these cases, **we** can give **you** access to providers of legal services at a discounted price which **you** can decide if **you** would like to use.

If you would like to make use of the service, please call the number above for a telephone consultation. You won't be charged for your first call.

# What you need to know about your cover

If a claim is accepted under this insurance, **we** will appoint an **adviser** to handle **your** case. **You** aren't covered for any other advisers' fees unless there's no choice but to start court proceedings or there's a **conflict of interest**.

# Your right to choose

Where we must start court proceedings or there's a conflict of interest, you can ask us to appoint your own adviser. We will only appoint an adviser who agrees to our advisers' costs.

The **adviser** must represent **you** in line with **our** standard conditions of appointment which are available if asked for.

This insurance covers costs as detailed under each separate section of cover.

The **insured incident** must happen in the **insured period** and within the **territorial limits**.

The legal action must take place in the territorial limits.

This insurance doesn't give **you** cover where something **you** do or fail to do has a negative impact on **your** position or the position of the **insurer**.

# **Definitions**

Additional definitions for this section only are shown below.

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

#### **Adverse costs**

These are third party costs which **you** must pay. A court will have agreed these costs are reasonable and fair in relation to a dispute.

#### **Adviser**

A suitably qualified person **we** appoint to act for **you**. This could be a lawyer or law firm, an accountant or other professional adviser.

We may agree to an adviser that you choose if:

- court proceedings need to start, or
- there is a **conflict of interest** with the **adviser we** chose.

# **Advisers' costs**

Adviser's fees and expenses which **we** have agreed to pay. **We** will currently pay up to £100 an hour plus, VAT up to the **maximum amount payable** in respect of an **insured incident**.

# **Conflict of interest**

A conflict of interest arises when **we** pay for or arrange insurance to cover legal costs for anyone else involved in a dispute when claiming under this insurance.

## **Daily rate**

If you are employed

This is 1/250th of the total pay shown on **your** payslips from **your** employer over the last 12 months. This doesn't include bonus payments or overtime.

If you are self-employed

This is 1/250th of the total income that **you** declared to HM Revenue & Customs for the previous tax year.

# **Data protection legislation**

The relevant data protection legislation in force in the United Kingdom at the time of the **insured incident**.

# **Employee**

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

# **HM Revenue and Customs full enquiry**

A full investigation by HM Revenue and Customs into **your** PAYE income or finances.

## **Insured incident**

This incident, or first in a series of incidents that may lead to a claim. **We** will treat all causes of action, incidents or events that are linked by cause or time, as one insured incident.

# **Insured period**

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

## Insurer

AmTrust Specialty Limited.

# Legal action(s)

Taking legal action in a non-criminal case for damages and/or a court order to stop someone from doing a certain thing.

# Maximum amount payable

The maximum amount payable in respect of an **insured incident** which is £50,000.

#### **Territorial limits**

United Kingdom, Channel Islands, Isle of Man and European Union.

# We/Us/Our

Arc Legal Assistance Limited.

# You/Your/Yourself

The person or people named in **your** policy who permanenly live in the United Kingdom, the Channel Islands or the Isle of Man. This also includes anyone attending university or college and any other persons permanently living within the **home** who are not paying guests. It also includes **your** legal representatives if **you** die and there's a case that needs defending on **your** behalf that arose before **your** death.

# Cover

# Cover 1 – Costs towards legal action when buying or renting goods

## What your policy covers

Advisers' costs and adverse costs towards legal action when there's been a breach of contract over goods you have rented or bought for your own use.

Cover will only apply where the contract was made after **you** first bought this insurance.

**We** will also give **you** cover where **you** have always held the same level of cover with **us** or another insurer. This must have been in place from or before the start date of the agreement.

What your policy doesn't cover

#### Claims:

- if the claim is for less than £125 plus VAT.
- where the breach of contract happened before you bought this insurance.
- for work that has begun or is about to begin because a local government or authority has ordered this.
- to do with buying or selling of your main home.
- if they relate to a leasing agreement, or if you are unhappy with the licence of using property or land.
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- where there's a disagreement with a financial services company after using one of their products or services that you were unhappy with.
- directly or indirectly due to planning law.

# Cover 2 – Costs towards legal action when selling your own goods

# What your policy covers

Advisers' costs and adverse costs to defend a legal action brought against you following a breach of contract you have for selling your own personal goods.

Cover will only apply where the contract was made after **you** first bought this insurance.

**We** will also give **you** cover where **you** have always held the same level of cover with **us** or another insurer. This must have been in place from or before the start date of the agreement.

#### What your policy doesn't cover

#### Claims:

- if the claim is for less than £125 plus VAT.
- where the breach of contract happened before you bought this insurance.
- for work that has begun or is about to begin because a local government or authority has ordered this.
- to do with buying or selling **your** main home.
- if they relate to a leasing agreement, or if you are unhappy with the licence of using property or land.

# Cover 3 – Legal action in the case of your death, or if you are injured

## What your policy covers

## What your policy doesn't cover

**Advisers' costs** and **adverse costs** towards **legal action** against the person or organisation that are to blame for causing **your** death or injuries to **you**, following an accident.

### Claims:

- due to medical or clinical treatment, advice, help or care.
- for stress, psychological or emotional injury unless it happens from you suffering physical injury.
- for illness, injuries to you, or death caused gradually and not caused by a specific sudden event.
- involving a vehicle owned or driven by you.

# Cover 4 – Unsuitable or lack of care from medical professionals

## What your policy covers

# What your policy doesn't cover

Advisers' costs and adverse costs if you are injured because of poor medical care, or not receiving any care at all. We will take legal action for you against the person or company responsible. We will do this in the case of your death as well.

Claims for stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

# Cover 5 – Disagreements with your employer

# What your policy covers

## What your policy doesn't cover

**Advisers' costs** in seeking **legal action** brought before an Employment Tribunal against an employer or ex-employer for breach of **your** contract of employment as an **employee**.

## Claims:

- Where the breach of contract happens in the first 90 days after buying this insurance. (**You** may claim if **you** have held the same level of cover with us or another insurer for at least 90 days in a row before the breach happened).
- for adviser's costs of any disciplinary procedure with your workplace, or if you are making a complaint against your workplace. We also won't cover the the advisers' costs or adverse costs of any settlement in this case.
- where the breach of contract is said to have started or to have continued after your employment ended.
- where you think you are being treated unfairly at work because
  of your gender. This includes if you think you are not getting
  paid equally because of your gender.

# Cover 6 – Someone entering your home or land without your permission

# What your policy covers

# What your policy doesn't cover

Advisers' costs towards taking legal action against a person or company who has trespassed onto your property, or has caused nuisance. By nuisance we mean someone who is doing something that affects your property so that you don't enjoy living there.

This could be a neighbour for example who's put up a fence which has come onto **your** side of the boundary line, or it has damaged **your** garden.

# Claims:

- for nuisance or trespass if it happens in the first 180 days after buying this insurance. We will only cover you in this case if you have similar cover with us or another insurer. You must also have had the insurance in place for at least 180 days before the trespass or nuisance took place.
- we won't cover claims of nuisance if it's because of building work going on that has been approved of by the government or other authority.
- we won't cover nuisance claims if the nuisance has been approved by planning laws. Lastly, we won't cover claims of nuisance in the cases of subsidence, ground heave, landslip, mining or quarrying.

# Cover 7 - Property damage

#### What your policy covers

#### What your policy doesn't cover

**Advisers' costs** and **adverse costs** in seeking **legal action** for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first bought this insurance.

#### Claims:

- for nuisance if it's because of building work going on that has been approved of by the government or other authority.
- we won't cover nuisance claims if the nuisance has been approved of by planning laws. Lastly, we won't cover claims of nuisance in the cases of subsidence, ground heave, landslip, mining or quarrying.

| Cover 8 – Buying and selling your home  |  |
|---|--|
| What your policy covers   | What your policy doesn't cover   |
| Advisers' costs towards taking legal action against someone or defend you when there's been a breach of contract during the buying and selling or your main home. | <ul> <li>Claims:</li> <li>where you have bought this insurance after the date you have sold or bought your main home.</li> <li>where the amount in dispute is less than £125 plus VAT.</li> <li>directly or indirectly as a result of planning law.</li> </ul> |

| over 9 – Data protection  |                                |  |
|---|--------------------------------|--|
| What your policy covers   | What your policy doesn't cover |  |
| Advisers' costs in seeking legal action against a person or organisation that has broken the data protection law. This means a person or organisation has not used your data fairly or in the right way. This could be personal data about you like your address, or sensitive information like your medical data that's been wrongly shared and caused you a financial loss. |                                |  |

| Cover 10 – Jury service   |                                |
|---|--------------------------------|
| What your policy covers   | What your policy doesn't cover |
| We will pay a daily rate for the time you are off work while attending jury service for each whole day. This is only when you can't get the costs back from your employer or the court.   |                                |
| <b>We</b> will pay 50% of the <b>daily rate</b> for the time <b>you</b> are off work while attending jury service for each additional half day. This is only when <b>you</b> can't get the costs back from <b>your</b> employer or the court. |                                |

| Cover 11 – Tax   |  |  |  |
|--|--|--|--|
| What your policy covers  | What your policy doesn't cover   |  |  |
| <ul> <li>Advisers' costs that your accountant asks you to pay for checking your tax returns are correct and complete. This is where there has been an HM Revenue and Customs full enquiry into your personal income tax position.</li> <li>This cover applies only if you have: <ul> <li>kept proper, complete, truthful and up to date records.</li> <li>made all returns at the due time without having to pay any penalty.</li> <li>given us all the information that HM Revenue and Customs reasonably needs.</li> </ul> </li> </ul> | <ul> <li>Claims:</li> <li>where information or statements have been given to authorities which you know are untrue.</li> <li>where you give false representations or statements which mean your income is under declared.</li> <li>where you have been accused of fraud.</li> <li>advisers' costs for any changes after the tax return has been sent in to HM Revenue and Customs.</li> <li>for questions into aspects of your tax return (Aspect Enquiries).</li> </ul> |  |  |

# What this policy doesn't cover relating to Legal expenses

# There's no cover where

# Existing circumstances are known to you

**We** won't cover **you** in any cases where **you** already knew about a situation that was causing nuisance or damage to **you** before **you** bought **our** insurance.

# Advisers' costs are more than the amount in dispute

An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.

# Advisers' costs haven't been agreed

**Advisers' costs** or any other **adverse costs** that **you** have to pay which haven't been agreed in advance or are above those for which **we** have given **our** written approval first.

# There's no cover for

# Claims made against us or our representatives

Claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**.

# Claims made by deception

Any claim you make which is false or by deception.

# Acts committed on purpose or reckless behaviour

Defending **legal actions** that may happen from anything **you** did on purpose or recklessly.

# **Appeals without our permission**

Appeals without the written permission from us first.

# There's no cover for any claim which happens directly or indirectly from

# **Disputes**

Dispute between you and someone you live with or have lived with.

# **Business trade or profession**

Any matter connected with **your** business profession or trade unless the claim falls within Personal Injury and Employment.

# **Challenging government decisions**

A court case application for a judge to review a decision or action made by a public body.

# **Defending new laws**

Defending or pursuing new areas of law or test cases.

#### **Professional mistakes**

Professional mistakes causing injuries or loss in relation to services given in connection with a matter not covered under this insurance.

# **Taxes or Fees**

A tax or fee relating to your owning or living in your home.

### **Sanctions**

**We** won't cover, pay any claim, or give any benefit if this puts us at risk of sanctions, prohibitions or restrictions under international sanctions.

This includes the United Nations, European Union, United Kingdom and United States of America sanctions laws.

# **Cyber attacks**

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for **advisers' costs** and **adverse costs** is specifically allowed for in the sections of cover above.

# 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.

# Before you make a claim here's what you need to know

#### **Claims**

You must let us know about a claim as soon as you become aware of the incident you want to make a claim for. We won't cover any claims that are more than 180 days of you being aware of the incident. If you don't report the claim straight away and this harms our position, we won't cover you.

- We might have to investigate the claim for you and then take legal action on your behalf.
- If we reach a settlement of the claim, we will need your permission as quickly as possible.
- You will need to give us at your own cost any information we need before we decide to accept your claim.

# Your right to choose

Where we must start court proceedings or there's a conflict of interest, you can ask us to appoint your own adviser. We will only appoint an adviser who agrees to our advisers' costs. If an adviser that you have chosen charges more than our agreed advisers' costs, you will have to pay the difference.

The **adviser** must represent **you** in line with **our** standard conditions of appointment which are available if asked for.

#### The adviser will:

- let you know what the chances of success are for your claim. The
  adviser will also tell you how likely it is that the legal outcome of
  your claim will be enforced.
- keep us fully advised of all developments and give such information if we need it.
- let us know about advisers' costs which you are told to pay.
- let us know about any offers to settle your claim, or if any
  payments are offered for your claim. If we approve of these
  offers, but you don't follow our advice, we won't cover you
  anymore, unless we agree with your reasons for not accepting
  the offer.
- send **us** any bills and certification **we** may ask for.
- do their best to get **your** money back from any third parties.

# What happens next

- In the event of a dispute relating to the advisers' costs we may need you to change adviser.
- The insurer will only be responsible for advisers' costs for work expressly approved by us in writing and which have started while there are chances of success.
- You must supply all information asked for by the adviser and us.
- You will be responsible for all legal costs that may be charged
  if you pull out of legal proceedings and you haven't got our
  permission before doing this. You will also have to repay any
  costs that have already been paid out for the claim.
- You must instruct the adviser to report to us and send us any information we ask for. This must be done at their own cost.

# Your chances of winning a legal claim

**You** must have a 51% or greater chance of winning **your** case. If **your** chances are less than this, **we** might not be able to support **your** claim. For **your** chances of winning being likely **you** must:

- get back the same amount of money or more,
- the outcome of your case must be enforced,
- the outcome of **your** case benefits **you** in some way.

Our claim assessors will examine the facts of your case to assess your chances of winning. If they conclude your chances of winning are less than 51%, we won't be able to support your claim.

# When we will pay for advisers' costs

We will only pay advisers' costs if they are no more than the amount that you are claiming for.

If you win less than the amount of advisers' costs, we won't be able to cover this.

## Other insurances

If any claim covered under this policy is also covered by another Legal expenses policy, then **we** will only pay **our** share of the claim. This also includes where the claim would have been covered if this policy didn't exist or if the other insurer refuses the claim.

# **Disputes**

**You** have the right to complain to the Financial Ombudsman Service. Any dispute between **you** and **us** may be passed to an arbitrator. (An arbitrator is a person with legal authority to decide on who they think is right, such as a solicitor or barrister.) Once an arbitrator makes a decision, neither side can go to court to get it changed at a later date.

We must both agree to the dispute being passed on to an arbitrator. If both parties can't agree on their choice of arbitrator, the Law Society may have to suggest one. Both parties will be bound to any agreement under the Arbitration Act, which is the regulated method of sorting disputes between parties without needing to go to court.

# The law relevant to this policy

Cover under this section of the policy is based on laws and regulations in force at the time that it was written. There may be further changes in law or regulations which mean **you** get more or less cover under this policy. If this happens, **we** will still accept claims where the changes mean **you** would get less.

We have the right not to accept your claim if the legal change benefits you in some way that it didn't before.

## Fraud

If you have acted dishonestly, we won't support your claim. We won't pay a claim if we find it is fraudulent, and we will not give you back any money that you may have won. We also might cancel your policy and keep the premiums you have paid. In general, we will not support you if you have made a fraudulent or dishonest claim.

# **Customer services information**

# How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should call the Legal Helpline on 0330 024 8076.

There's no cover where **your** claim is covered by a more specific policy. This includes any amount that **you** can't get back from the more specific policy because the **insurer** won't cover the claim.

**We** won't cover **your** claim if it is a class action claim. By class action, **we** mean **you** have grouped together with other people who have the same complaint, and made the claim together as a group. **We** won't cover **your** claim if it might affect the outcome of other claims.

Specialist advisers are at hand to help **you** and act for **you**. If **your** problem is covered by this insurance the helpline will ask **you** to complete and send in an online claim form, or ask **you** to visit www.arclegal.co.uk. If **you** prefer, they can send a claim form to **you**. If **your** problem isn't covered under this insurance, the helpline may be able to offer **you** help under a private funding plan.

If you become aware of something you think you might need to make a claim for, you must let us know about it straight away. If you aren't sure whether you need to tell us or not, it's best to call the Legal helpline.

# What this policy doesn't cover

These exclusions apply throughout your policy.

# We will not pay for:

#### 1) Riot/or civil commotion

Any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom.

# 2) Sonic bangs

Pressure waves caused from aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 3) Reduction in market value

Any reduction in market value of any property from repair or from returning it to its original condition.

#### 4) Confiscation

Confiscation or detention by customs or other officials or authorities.

## Exclusions 1-4 above don't apply to the following covers:

- Liability to domestic staff.
- Tenant's liability.
- · Occupiers and public liability.
- Property owner's liability.

#### 5) Radioactive or nuclear contamination

Radioactive or nuclear harm/contact following on from the event for which **you** are claiming. This includes ionising radiations, or contamination by radioactivity from any fuel, or from any nuclear waste from burning nuclear fuel.

Just so you know - If radioactive or nuclear harm damages your home, compensation is covered under the Nuclear Installations Act (1965). Please visit the government's website www.gov.uk/government/consultations/compensating-victims-of-nuclear-accidents to find out more.

# 6) War risks

Any loss, damage or liability due to war, invasion, acts of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Just so you know an insurrection is an outbreak of citizens acting against an authority or government.

#### 7) Terrorism

Damage caused by or happening through or in connection with any act of terrorism. 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 of these. This can be by any person or group of persons. They may be acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes. These are acts involving a person or a group trying to influence the government or cause public fear. However losses caused by or from riot, riot attending a strike, civil commotion and damage caused by others on purpose, will still be covered.

#### 8) Pollution/contamination

Damage that's happened directly or indirectly from pollution or contamination unless:

- this has happened from something you couldn't predict beforehand.
- it's due to an oil leak from a domestic oil installation at your home.

#### 9) Gradual deterioration/maintenance

Damage caused over time by wear and tear or where property has slowly stopped working from normal use. **We** won't cover damage caused by the effects of light or the atmosphere, or from any mould, dry or wet rot or fungus.

**We** also won't cover costs to do with the normal use and routine maintenance or upkeep of **your building and contents**.

#### 10) Liability Insurance

**Your** liability under the following sections if it's covered by another insurance policy:

- Property owners' liability;
- Occupiers' and Public liability;
- Liability to Domestic staff;
- Tenants' liability.

Just so you know liability insurance is cover to protect you if you're responsible by law to pay compensation for causing harm or damage to another person or persons' property.

#### 11) Deliberate loss or damage

Deliberately, maliciously, illegally or unlawfully caused, or allowed to be caused by **you** or **your family** or anyone lawfully in the **home**.

#### 12) Virtual currencies

Virtual currencies such as crypto-currency, including fluctuations in value.

#### 13) Sanctions

**We** won't cover, pay any claim, or give any benefit if this puts **us** or any AXA company at risk of sanctions, prohibitions or restrictions under international sanctions.

This includes the United Nations, European Union, United Kingdom and United States of America sanctions laws.

# What you need to tell us

# Making sure your details are correct and up to date

If things change **we** need to know as soon as possible. Please tell **us** about:

- your cover limits not being enough to to cover your buildings and/or contents.
- a change of address.
- any building works to the roof, foundations, outside walls, or any walls that support the structure of your home.
- If you change the number of bedrooms or bathrooms in your home
- If the total of 'other' rooms you told us about changes.
- If you or your family intend to let or sub-let your home.
- If your home is used for business purposes. (You don't need to worry about telling us if you just do paperwork or computer work at home.)
- If you and your family want to use your home for any reason other than normal day to day living. (You don't need to worry about telling us if you just do paperwork or computer work at home.)
- If your home will be unoccupied.
- you or your family have been made bankrupt or are about to be made bankrupt.
- If you or your family have any unpaid county court judgements (CCJs). This is money that a court has said you must pay but you still haven't paid it.
- If you or your family have been given a police caution for or been convicted of or charged with any offence other than driving offences
- If your property is no longer occupied solely by you and your family

When **you** tell **us** about a change, **we** will assess how it affects **your policy**. **We** may change the terms and/or **you** may need to pay an extra cost.

In some cases, **we** may not be able to continue with **your policy**. If this happens, **we** will let **you** know by giving **you** a minimum of 21 days' notice in writing so that **you** can arrange alternative cover elsewhere. A fee may also be charged for the cancellation.

Full details on admin fees can be found under the Fees section of the **policy** wording. If **you** are not sure please ask **us**.

# **Fraud**

# If you or anyone acting for you is dishonest

**You** must act honestly when dealing with **us** at all times. If **we** find that **you** or any one acting for **you** has not been honest, then this will affect **your policy** cover and any claims **you** may make.

What may happen with your policy cover:

- We may void your policy (cancel your policy back to the start date or date the dishonest act took place and treat your policy as if it never existed).
- We may not return any premium paid by you for the policy.

What may happen with any claims you've made:

If you or anyone acting for you:

- Gives **us** information which **you** know isn't accurate or true.
- Is dishonest about a claim; such as pretending an incident
  happened when it didn't, or you claim for more than you lost.
  Example: If a theft happens at home and you tell us you had
  more items stolen than you did, knowing it to be untrue.
- Gives us details or makes a statement about your claim, knowing the information is untrue.
- Sends false documents to support a claim or policy knowing these have been amended, forged, or faked.
- Causes damage on purpose or causes loss with your agreement, knowledge, or involvement.

#### Then

- we may not deal with all or part of your claim, or we may pay you a lower amount.
- we won't pay any claims that have been made dishonestly.
- we will take back any money we may have paid you under your policy for any dishonest claims you have made from the start date of the policy.

# We may also:

- take legal action against you.
- tell the police.
- tell fraud prevention agencies so they can stop similar claims being made in the future.

# How to cancel your policy

# Your 14-day cancellation rights

You can cancel this **policy** in the first 14 days of receiving **your policy** documents or the start date, whichever is later. If **your** cover hasn't started **we** will refund the full premium to **you**.

If your cover has started, we will cancel this policy back to its start date and we will refund the full premium to you, as long as no claims have happened. This will have the same effect as if you never had any cover or protection from this policy.

If you have already had payment for, or you are, making a claim then we can't cancel this policy back to its start date. We will cancel your policy and we won't give you a refund. If you are paying by monthly payments, we will firstly apply for the full amount of premium owed to us. Where this isn't possible, you will be contacted to arrange payment of what is owed to us.

## **Cancellation in other circumstances**

You can cancel this **policy** at any other time, as long as none of the following applies.

- You haven't had payment for a claim.
- You aren't making a claim.
- You haven't suffered a loss for which you intend to claim.

If you decide to cancel your policy, you will only pay for the number of days we have covered you for since the start date.

We may also charge a cancellation fee. If we charge a cancellation fee and you have paid us the full policy premium, we will take the fee from any refund that is due to you. This is regardless of your payment method.

Where the refund value is less than the cancellation fee, **we** will keep the refund.

Just to let you know – if you pay monthly, your final payment amount will include the cancellation fee (unless we have agreed otherwise). This is in addition to the cost for the number of days we have covered you for. This may result in either a refund being given or an additional premium to pay, depending on what you have paid so far.

If you have had payment for a claim or you are making a claim and pay annually, you won't be given any refund of premium.

If you are paying by monthly payments and have made a claim we will firstly apply for the full amount of premium owed to us. Where this isn't possible, you will be contacted to arrange payment of any money owed to us.

Full details on admin fees can be found under the Fees section of the **policy** wording.

# **Insurer cancellation**

We have the right to cancel your policy and charge a fee, if you have given us reason to do so.

These reasons are:

- If you don't tell us about a change of circumstances or you make a change which means you are no longer eligible for the policy (See Making sure your details are correct and up to date on page 41).
- You don't take care of your property. (See Taking care of your property on page 5).

- You don't pay your premium.
- You give information as part of your application, when renewing
  or making changes that isn't true or complete (See Making sure
  your details are correct and up to date on page 41).
- You attempt to make a dishonest claim (See If you or anyone acting for you is dishonest on page 41).
- You use threatening or abusive behaviour or language towards our staff or suppliers (See If you are abusive or aggressive towards us on page 6).

Full details on admin fees can be found under the Fees section of the **policy** wording.

# How to pay your premium

You can choose to pay annually or monthly for your policy. If you want to change how you pay, or any other details, you will need to let us know. You can do this by logging into your Swift Space. You can also email us at home.help@swiftcover.com or call us on 0330 024 6425.

If you have chosen to automatically renew your policy, we will always renew it using the information and payment details you have given us. See the 'How to renew' section on page 43 for more information on renewing your policy.

# **Paying annually**

If **you** want to pay for **your policy** annually, **you** can pay by card. **We** will take payment straight away, but it might take up to three working days to appear on **your** bank statement.

If the cost of **your policy** goes up or down because **you** have made changes, **we** will take any extra payment, or give **you** a refund straight away. This might also take up to three working days to appear on **your** bank statement.

# **Paying monthly**

You can choose to make monthly payments towards your policy but bear in mind you will end up paying more for your policy overall. This is because you will need to cover extra costs for spreading your payments over several months. We might run a credit check before we offer you this payment option.

If you pay monthly, we will take payment straight away, but it might take up to three working days to appear on your bank statement. We will also send you a credit agreement which will tell you about any interest and fees we will charge you. If the cost of your policy goes up or down, we will send you an updated credit agreement.

If you don't keep up with your payments You must make sure you keep up with your payments. If you don't, you can fall into arrears, which means you have payments overdue on your policy.

While **you** are in arrears **you** will be charged interest on the amount **you** owe.

# If you miss up to three payments

If you miss up to three payments, including if you don't pay the full amount or if you pay too late, we might charge you. For example, we may charge a £15 admin fee if there wasn't enough money in your account to cover the payment.

We will ask you to make up your payments by a certain date. If we don't receive anything from you, we will let you know. We will give you another 7 days to pay the outstanding amount.

If we still don't receive anything from you, unfortunately we won't give you another extension.

We will have the rights to do the following:

- We may not pay any claims you have made.
- If you pay monthly, we will cancel your credit agreement and ask you to pay for your policy annually.
- We may ask a debt collection agency to help up recover the costs you owe. If we do this, we will charge you a £25 admin fee.
- We will cancel your policy straight away and charge you a £30 admin fee. We will let you know in writing if we do this.

# If you miss four payments

If you miss four payments, including if you don't pay the full amount or if you pay late, we won't ask you to make up the outstanding amount. We will cancel your policy straight away and charge you a £30 admin fee. We may also take the other actions shown under the 'If you miss up to three payments' section above.

# **Fees**

When **you** buy this **policy we** let **you** know that **we** are an online company. **We** agree to give **you** access to **your** documents online for **you** to print yourself.

**You** can also make changes to **your policy** online if **you** need to. There's no admin charges if **you** do this yourself.

We do recognise that you may need to talk to us too. If you want us to change something for you then an admin fee will be charged.

Please note, some changes may result in an increase in the cost of **your policy** too.

Where we charge you a cancellation fee but you have paid us the full premium for the policy year, we will still take the fee amount owed to us. We will do this by taking the cancellation fee from any refund amount due to you, regardless of your payment method. Where the refund is less than the cancellation fee, we will keep the refund.

# Why do we charge Fees

**We** charge admin fees to cover some of the costs **we** pay towards managing **your policy**.

These costs include producing and issuing new documents, updating **our** systems, third-party costs, and for the use of industry-used databases. It's important to **us** that **our** customers are charged fairly, including when it comes to fees so **we** review them regularly to make sure that they're still fair.

Full details on **our** admin fees are below. The amounts shown include Insurance Premium Tax (IPT) at the relevant rate.

| Transaction type  | Fee |
|---|-----|
| For cancelling <b>your policy</b> outside the 14-day cancellation period.                                       | £30 |
| For changes or corrections to <b>your policy</b> that <b>we</b> make on <b>your</b> behalf.                     | £17 |
| If your payment is unsuccessful due to a cancelled instruction or there not being enough money in your account. | £15 |
| If <b>our</b> debt collection agencies seek to recover <b>your</b> payments on <b>our</b> behalf.               | £25 |

# How to renew

We will email you at least 21 days before your home insurance is due to renew. Your renewal invite will include your price to insure your home for the year ahead. It will also give you information on what you need to do to renew with us, and if you don't want to renew with us.

It's important to make sure that all **your** details are correct, **you** can do this at any time in **your** Swift Space.

**You** can also call **us** on 0330 024 6425 or email **us** at home.help@swiftcover.com.

Just make sure **you** give **us your** name and **policy** number if **you** send an email.

If we can't insure your home again because you don't meet our acceptance, we will send you confirmation by email or letter before your home insurance ends.

# **Automatic renewals**

We offer to renew your home insurance automatically to give you the peace of mind that your home will continue to be protected.

With automatic renewal **you** will be giving **us** permission to renew **your policy** under the same terms every year. This means, that as long as **we** can still insure **you**, **we** will cover **you** for everything **you** have chosen or added during **your policy** term.

We will take payment on the agreed future date with the details you have given us. If all your payment details are correct and up to date, your home will continue to be covered.

We will still send you your renewal invite 21 days before your policy renews.

You can change your renewal preference at any time in your Swift Space. You can also call us on 0330 024 6425 or email us at: home.help@swiftcover.com. Just make sure you give us your name and policy number if you send an email.

Please note, if **you** do stop **your** automatic renewal and don't accept **our** invite, **your home** insurance will end. This means that **your home** will no longer be insured unless **you** have managed to get insurance elsewhere.

Please note that if a home insurance **policy** ends, future insurers may not be able to give **you** the same level of cover that **you** had.

It's important to make sure that all **your** details are correct, **you** can do this at any time in **your** Swift Space.

If we can't insure your home again because you don't meet our acceptance, we will send you confirmation by email or letter before your home insurance ends.

# How to make a complaint

We aim to give the highest standard of service to every customer. If you don't think you have had this service, we want to hear about it so we can try to put things right.

**Making your complaint** 

If your complaint is about a claim on your policy, please contact the department dealing with your claim.

If **your** complaint is about **your policy**, please contact AXA Insurance UK plc:

Customer Relations Manager Swiftcover PO Box 2796 Bolton BL6 9LZ

Phone: 0330 024 6423

Email: home.complaints@swiftcover.com

If your complaint is about Home assistance then please write to:

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

Phone: 01737 815913

Lines open Monday to Friday 9am to 5pm, excluding bank holidays.

Email: homeemergencycomplaints@axa-assistance.co.uk

If your complaint is about Legal expenses then please write to:

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

Phone: 01206 615000

Email: customerservice@arclegal.co.uk

When you contact us please give us:

- 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 reason for your complaint.
- Copies of any supporting material such as emails, letters or reports you have been sent.

If you email or write to us please write COMPLAINT in the subject line of your email.

How we will respond to your complaint

We will -

- let you know when we have got your complaint.
- investigate quickly and thoroughly.
- keep you informed of progress.
- do everything possible to sort out your complaint.
- use the information from your complaint so we can keep on making our services better for you.

# If you're not happy with our response

Should **you** remain unhappy following **our** final written response, **you** may take **your** case to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service is an independent body that can settle disagreements on complaints about general insurance products.

Contact details for the Financial Ombudsman Service:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Phone: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

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

Telephone calls are recorded and monitored.

# How we use your information

#### Swiftcover and Swiftcover.com

Swiftcover and swiftcover.com are part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy.

If you don't have access to the internet please contact **us** and **we** will send you a printed copy.

#### Data subject requests

Email address for data subject requests: dataprotection.ins@axa-insurance.co.uk.

## Home assistance

If you have any questions or want information on the data held about you by Inter Partner Assistance S.A. or AXA Assistance (UK) Limited please contact:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Inter Partner Assistance S.A. and AXA Assistance (UK) Limited's full privacy notice is available at:

www.axapartners.co.uk/en/privacy-policy.

**You** can also ask for a printed copy if **you** need one, using the details directly above.

#### Legal expenses

Under this section 'we' means  $\operatorname{\mathsf{Arc}}\nolimits$  Legal Assistance and the  $\operatorname{\textbf{insurer.}}\nolimits$ 

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

What we do with your personal information and why it's needed

We might need it:

- to run through **our** systems to decide if we can offer **you** cover.
- to help **you** in case **you** have any queries or want to make a claim.
- to give you information on products or services if you ask about them.
- for research or study purposes.

We will need it:

- to give you this insurance and to contact you if you need to renew your insurance.
- to protect **you** and **us** against crime.
- to make sure we are meeting laws and regulations.

Some types of personal information are private or sensitive such as information about **your** health or any criminal convictions **you** might have. We will only use this information for the reasons set out above.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group and people we work with. These might be;

- insurance brokers,
- our agents,
- reinsurers,
- credit agencies,
- medical professionals,
- insurance reference bureaus,
- fraud detection agencies,
- regulatory authorities,
- anyone else where it's needed by law.

We will only share **your** information if we need to and if it's allowed by law.

Sometimes we might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed and stored.

We currently send it to the USA and Israel. We make sure that **your** information is kept safely and used in line with the law and this notice.

You can tell us if you don't want us to use your information for marketing. You can also ask us to tell you what information we have about you. If there's any mistakes or changes to be made, you can ask us to correct them.

**You** can ask **us** to delete **your** information (although there are some things we can't delete). **You** can also ask **us** to share **your** information with someone else involved in **your** insurance.

If **you** think we did something wrong with **your** information, **you** can complain to the local data protection authority.

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

If **you** have any questions about how we use **your** information, **you** can contact **our** Data Protection Officer.

# This document is available in other formats.

If you would like a Braille, large print or audio version, please contact us.

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