SECOND HOME

HOLIDAY HOME INSURANCE

FOR FAMILY, FRIENDS & PAYING GUESTS

Policy Wording

Effective 1st January 2024

Contents

Your Policy Wording		3
How to Use this Policy		4
Important Telephone Numbers		5
Important Information		6
Definitions		9
General Conditions		13
Claims Conditions		18
How We Settle Claims		20
No Claims Discount		22
General Exclusions		23
Details of cover within this Policy:	Contents Cover	25
	Buildings Cover	35
	Home Emergency	43
	Family Legal Protection	52
Making a Complaint		64
Customer Service Information		66

Your Policy Wording

Welcome to **Your** Cherish Second Home Family, Friends and Paying Guests Insurance **Policy** and thank **You** for choosing **Our** insurance which is underwritten by AXA Insurance UK plc who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting the Financial Conduct Authority on 0300 500 8082.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will, in the event of injury, loss or damage happening during the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your** Schedule.

For the contract to be valid, all the information **You** have given **Us** as part of **Your** application must be true and complete to the best of **Your** knowledge and belief. Otherwise **Your Policy** may not protect **You** in the event of a claim.

If after reading these documents **You** have any questions please contact Cherish Insurance Services.

Important

We recommend that **You** read this **Policy** in conjunction with **Your** Schedule to ensure that it meets with **Your** requirements. Should **You** have any queries please contact **Us** or **Your** Insurance Intermediary.

Your attention is drawn to the complaints procedure on pages 64-65.

The law applicable 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 applies to this **Policy**.

How to Use this Policy

Please read this **Policy** booklet with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Cherish Insurance Services.

Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section starting on page 9.

Cover details

You will find the following headings on many pages:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with **'What is not covered'** at all times.	These sections draw **Your** attention to what is not included in **Your Policy**.

To help you further

We have included some explanatory notes in **Your Policy**. These are printed in orange.

Important Telephone Numbers

Claim Notification Line **0800 197 2770** option 1	If **You** need to make a claim, please begin by reading the Claims Conditions section which starts on page 18. Then call the Claims Notification Line and **We** will advise **You** further about **Your** claim.
Domestic Helpline **0300 303 2949**	Home Emergency includes a Domestic Helpline which is provided by AXA Assistance (UK) Limited. In the event of a burst pipe, blocked drain, electrical fault, even a wasp nest, AXA Assistance (UK) Limited will be able to offer practical advice. If **You** wish, AXA Assistance (UK) Limited will locate the nearest suitable tradesman and confirm the call out time and price. **You** will remain responsible for the tradesman's charges for doing the work, including any call out fee, so it will be **Your** decision whether to accept the quotation or not. If **You** do accept, AXA Assistance (UK) Limited will arrange for the tradesman to call at the agreed time.
Legal Helpline **0330 024 6861**	**Your** Legal Helpline is Administered by Arc Legal Assistance Limited and serviced on their behalf by their specialist panel solicitors. The Legal Helpline will be able to help **You** with any private legal problem which arises in the United Kingdom, the Isle of Man or the Channel Islands. This service is limited to legal advice given on the telephone. Quote 'Cherish Second Home Insurance' when contacting the Helpline for the first time on any matter.
Home Emergency **0300 303 2949**	Please refer to **Your** Schedule which includes details of cover and read the Home Emergency section of **Your Policy** before **You** telephone. This starts on page 43.

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

Important Information

Our Cherish Second Home Insurance **Policy** is designed to protect **You** against the risk of things happening suddenly which **You** could not have expected such as fire, theft, **Flood** and **Storm**. It is not designed to protect **You** against losses that arise due to the gradual deterioration or poor maintenance of **Your Home**.

We want to ensure that **You** are fully aware of the extent of **Your** cover and would therefore urge **You** to read this **Policy** in full, along with the **Policy** Schedule. **We** have also taken this opportunity to bring some helpful information to **Your** attention.

This section does not form part of **Your Policy** and contains only examples of what is contained in **Your** wording.

Collision

If someone crashes into **Your** wall or **Your** house, make sure **You** record their name, address, vehicle registration and contact details. **We** will need this information to help **Us** try to recover **Your Excess**.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by **Your Policy**, but there are more specific insurance policies available to protect **You** against this risk.

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 of water damage occurs when **You** are away during the winter when pipes can freeze and burst, causing large amounts of damage.

If **You** want to turn **Your** heating off, then **You** should drain **Your** central heating system and switch off the water at the mains. Please be aware that cover for escape of water ceases after the home has been **Unoccupied** for more than 60 consecutive days.

It's always a good idea to get **Your** boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on **Your** heating system, in plenty of time for winter. This will help prevent boiler failure which could leave **You** with no heating and/or hot water.

In addition, damage can occur due to water leaks caused when the sealant or grout around **Your** bath or shower has worn away or failed. It is important to inspect and maintain **Your** property as damage of this nature is not covered by the **Policy**.

Pipes often burst because they have worn out. If this happens, **You** should turn off the main stop tap and contact a plumber. **We** will be able to pay for the damage the water causes but not to repair the pipe itself.

Fires

A large percentage of fires start in the kitchen and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Please ensure **You** bear these risks in mind and take adequate precautions to protect everyone in **Your Home**.

Smoke alarms save many lives and significant damage every year. Please ensure that **You** have them fitted and check them regularly.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable Internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Floods

If water has or is expected to enter **Your** property, **You** should secure **Your Home** and move **Your Valuables** and essentials to an elevated place or upper floor. **You** should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If **You** know that **Your** second **Home** is in an area which is prone to flooding, there are additional steps **You** can take to protect it. **We** would recommend contacting **Your** local Environment Agency for further advice or call Floodline on 0345 988 1188.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage to poorly maintained homes is not covered by this **Policy**. It is therefore important that **You** keep **Your** property in a good state of repair. Areas that **You** should focus on include blocked or broken gutters or down-pipes and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect. So if **You** cannot check them **Yourself**, **You** should employ a relevant building expert to do this for **You**.

Subsidence

Damage caused by **Subsidence** is the result of ground movement affecting **Your** property. The most common signs of this are diagonal cracks away from 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** house may be affected.

Thefts

Many thefts are committed by so called 'opportunist' criminals. **Your** property is significantly more likely to be burgled if accessible entrances are not locked and secured. **Your Policy** may carry an **Endorsement** about the security **You** have in place to prevent thefts. This usually requires **You** to have certain types of door and window locks. Make sure **You** check **Your** Schedule to ensure **You** have the right protection in place. If **You** fail to meet these requirements, **We** may impose a higher **Excess** for theft claims.

If **You** are leaving the **Home** vacant, do what **You** can to make it appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries, and use timers on lights if **You** have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops, tablets or mobile phones if **You** have Personal Possessions cover. **We** will not cover the theft of such items if they have been left unattended outside of **Your Home**.

Making sure your cover stays in place

We asked **You** a number of questions when **You** purchased **Your Policy** and it is important **You** tell **Us** if any of these things change.

These parts of **Your Policy** are called conditions. In other words, **Your** cover remaining intact may be conditional on **You** giving **Us** the right information at the start of **Your Policy** and then letting **Us** know if **Your** circumstances change.

These include:

- Structural alteration to **Your Home**, which **You** must notify **Us** of 30 days before any structural alterations begin.
- If **You** think **You** need to make a claim.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

Checking for changes to your cover

If **You** have varied the basic terms of **Your Policy** with **Us**, this will be stated on **Your** Schedule.

In addition, **We** may apply **Endorsements** that can include things like a requirement to have a burglar alarm fitted, a certain type of lock on **Your** doors, a larger **Policy Excess** on a specific section, or an increased limit for one of **Your** valuable items.

Definitions

These definitions do not apply to Home Emergency or Family Legal Protection where separate definitions apply.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter.

Definitions are listed alphabetically.

Buildings

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

- Oil gas tanks, cesspits, septic tanks and soakaways.
- 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.
- External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, air and ground source heat pumps.
- 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

All computers and equipment (excluding data) used mainly for business, trade, professional or employment purposes unless more specifically insured elsewhere. This includes stock but excludes business **Money** and documents.

Contents

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **They** are legally responsible for them and, with the exclusion of **Business Equipment**, that they are mainly used for private purposes. The full definition of each can be found within this section.

- **Household Goods**
- **Personal Effects**
- **Valuables**
- **Money**
- **Business Equipment**

Domestic Staff

A person employed to carry out domestic duties associated with the **Home** and not employed by **You** in any capacity in connection with any business, trade, profession or employment other than in connection with the renting of the **Home** to **Guests**.

Endorsement(s) A change to the terms of the **Policy** as shown under Endorsements in the Schedule.

Excess The amount **You** are required to pay as the first part of each and every claim made.

Family and Friends Persons who occupy the **Home** without paying a commercial rent to occupy the **Home**.

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

Guests Persons paying a rent to occupy the **Home**.

Heave The upward or sideways movement of the site on which **Your Buildings** are situated other than **Settlement** caused by swelling of the ground.

Home The private residence shown in the Schedule including its garages and **Outbuildings** if they form part of the property.

Landslip Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **Settlement**.

Money Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment tickets and electronic money cards.

This does not include credit card, debit card or cash dispenser card liability.

Outbuildings

- Sheds
- Greenhouses
- Summer houses
- Other **Buildings** but not including touring caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non-rigid material

which do not form part of the structure of the main **Building** of the **Home** and are used or occupied for domestic purposes.

Period of Insurance The dates shown on the Schedule. A new Schedule will be issued by email to the registered email address subject to payment of premium being made and accepted.

Personal Effects Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, hand held games consoles, MP3 players, mobile phones and sports equipment.

Policy **Your** policy booklet and most recent Schedule which include any **Endorsement(s)**.

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

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 2.5cm (1 inch) per hour or
- Snow to a depth of at least 30cm (1ft) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

*Equivalent to Storm Force 10 on the Beaufort Scale.

Subsidence

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

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in and not occupied overnight by **You**, **Your Family and Friends** or **Paying Guests** for more than 60 consecutive days.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs and collections of stamps, coins and medals.

Vehicles

1. Electronically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, powered transporters (including e-scooters and Segways), 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 type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools supplied with the vehicle and/or used for commercial purposes, fitted radios, cassette players and compact disc players and satellite navigation systems primarily used for any of the items in 1 – 3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they do not need to be registered for road use.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles and electrically powered assisted pedal cycles. The motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph.

- 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 Brown or black rats, house or field mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We/Us/Our AXA Insurance UK plc.

You/Your The person or persons named in the Schedule as the policyholder and their domestic partner(s).

General Conditions

These conditions do not apply to Home Emergency or Family Legal Protection where separate definitions apply.

You, Your Family and Friends or **Guests** must keep to the following conditions to have the full protection of **Your Policy**. If **You, Your Family and Friends** or **Guests** do not comply with them **We** will take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Providing accurate and complete information

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

We may ask **You** to provide further information and/or documentation to ensure that the information **You** provided when taking out, making changes to or renewing **Your Policy** was accurate and complete.

Mains services / heating – Escape of water

If the **Home** is not lived in for 14 consecutive days or more between the months of October to March inclusive, **You** must ensure that either:

a. The water is turned off at the mains and the water and heating system is drained; or

b. The **Home** shall be maintained at a temperature not less than 13ºC.

If the water and heating system is not drained between the months of October to March inclusive when the **Home** is not lived in for 14 consecutive days or more, the £500 **Excess** for any claim under cover 4 on page 26 or cover 2 on page 35 is increased to £1,000 unless an accredited water stop loss device has been installed.

The value of your contents

You must notify **Us** as soon as possible when the full value of **Your Contents** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Contents**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Contents** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full replacement value of **Your Contents** means the current cost to replace all of **Your Contents** as new.

If the full replacement value of **Your Contents** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

The value of your buildings

You must notify **Us** as soon as possible if the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Buildings**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Buildings** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full rebuilding cost of **Your Buildings** means the cost of rebuilding if the **Buildings** are completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

Updating sums insured

Although this **Policy** does not specifically provide for increases to take account of inflation, the level of cover selected will be reviewed periodically and **You** will be advised when general increases take place.

However, the value of **Your Contents** or **Your Buildings** may be growing faster, perhaps because of acquired items or improvements to the property such as adding a conservatory.

You should ensure that **You** have sufficient cover and if in doubt, **You** should contact Cherish Insurance Services for assistance.

Taking care of your property

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

You must maintain the **Buildings** and **Contents** in good repair.

Dual insurance

If any injury, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance **We** will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then **We** will not pay more than **Our** share.

Changes in your circumstances

You must tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown in **Your** proposal form, Statement of Fact or Schedule changes during the **Period of Insurance**.

Examples of changes **We** must be made aware of are:

- Change of address.
- Structural alteration to **Your Home,** which **You** must notify Us of 30 days before any structural alterations begin.
- If **You** or **Your Family** intend to let or sub let **Your Home**.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If **Your Home** will be **Unoccupied** for more than 60 consecutive days.
- If **Your Home** is no longer occupied solely by **You** or **Your Family and Friends** or **Guests**.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell **You** if there will be any change to **Your** insurance premium and/or any change in the terms of **Your Policy**.

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

If **You** are in any doubt please contact Cherish Insurance Services on 0800 197 2770 option 2.

Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly.

If **You** or anyone acting for **You**:

- Knowingly makes a fraudulent or exaggerated claim under the **Policy**, or
- Knowingly makes a false statement in support of a claim, or
- Submits a knowingly false or forged document in support of a claim, or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement knowledge or collusion.

Then:

- **We** will cancel **Your Policy**.
- **We** will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- **We** will not return any premium paid by **You** for the **Policy**.
- **We** will inform the Police of the circumstances.

Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **Us**, or any AXA Group member company to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

Cancelling your cover

Statutory cancellation rights

You may cancel this **Policy** within 14 days of receipt of the **Policy** documents (the cancellation period), whether for new business or at the renewal date, by contacting **Us** in one of the following ways during the cancellation period:

Mail Cherish Insurance Services
Carlson House, Bradfield Road, Wix CO11 2SP
Tel 0800 197 2770 option 2
Email enquiries@cherishinsurance.co.uk quoting **Your Policy** number.

If cover has not started **We** will refund the full premium, including any underwriting fees. If cover has started **We** will keep an amount of premium in proportion to the time **You** have been on cover, plus any underwriting fees and refund the rest to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium.

Cancellation outside the statutory period

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

As long as **You** have not incurred eligible claims during the period **We** have been on cover, **We** will keep an amount of premium in proportion to the time **You** have been on cover, plus any underwriting fees and refund the rest to **You**.

If **You** are paying by instalments, **Your** instalments will end and if **You** incur eligible claims **You** will either have to continue with the instalments, until the **Policy** renewal date, or **We** may, at **Our** discretion, take the outstanding instalments **You** still owe from any claim payment **We** make.

If **You** pay annually and **You** have received payment for or are in the process of making a claim **You** will not receive any refund of premium.

Our right to cancel your cover

We reserve the right to cancel **Your Policy** when there is a valid reason to do so. Valid reasons are:

- **You** provide us with inaccurate or incomplete information. Please see "Providing accurate and complete information" in the General Conditions.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see ‘Changes in your Circumstances’ on page 15.

- **You** act in a fraudulent manner. Please see 'Fraud' for further information on page 15.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section starting on page 18 for further information.
- **You** use threatening or abusive behaviour or language towards **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice by recorded delivery to **Your** last known address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above. If **We** cancel **Your Policy** because **You** have acted in a fraudulent manner **We** will not return any premium paid by **You** for the **Policy** and **We** may not provide any prior written notice.

Non payment of premiums

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

If **We** are unable to collect a payment by instalments **We** will use reasonable endeavours to collect the outstanding payment(s) before exercising **Our** right to cancel the **Policy**.

Claims Conditions

These conditions do not apply to Home Emergency or Family Legal Protection, where separate conditions apply.

You must comply with the following claims conditions to have the full protection of **Your Policy**. If **You, Your Family and Friends** or **Guests** do not comply with them, **We** may take one or more of the following actions:

- Cancel **Your Policy**.
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

The first thing you must do

If property is lost, or theft or malicious damage is suspected, **You** must inform the police as soon as possible and obtain a crime or lost property reference number.

We recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

You should always

- Contact **Us** by telephone on the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5 of **Your Policy**. **You** should not delay notification of the claim to **Us** for any reason.

  Alternatively **You** can send an email to enquiries@cherishinsurance.co.uk. **You** should only notify **Us** by email if **You** do not need urgent assistance.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

When **You** telephone **Us** on 0800 197 2770 option 1, **We** will do the following, as appropriate:

a. Take details of the loss.

b. Arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately.

c. Instruct an approved supplier to contact **You** if appropriate.

d. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.

Emergency process

We provide a 365 days a year, 24 hours a day, Domestic Helpline. By telephoning the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5 of **Your Policy**, an approved contractor will be appointed and will effect a temporary repair. **You** will remain responsible for any call out charges, parts and cost of labour, however these repairs may be covered under the **Policy**.

We should be given the opportunity to inspect the damage before permanent repairs commence or any item is disposed of. Please refer to the Home Emergency section in **Your Policy** for the full terms and conditions.

What you must do after making your claim

- Tell **Us** and provide full details in writing, as soon as possible, if someone is holding **You, Your Family and Friends** or **Guests** responsible for damage to their property or bodily injury to them and send to **Us** as soon as possible any writ summons letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help assist with dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of the damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable pre-agreed expenses **You** incur in providing the above information as part of **Your** claim.
- If **We** ask **You** must allow **Us**, an approved supplier or a loss adjuster access to inspect the damage to **Your** Buildings or Contents.
- To help prove **Your** claim **We** may require **You** to provide documentation as detailed in 'Proof of your claim and its value' below.

Proof of your claim and its value

It is **Your** responsibility to prove any claim. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **Your** property or other documents **We** may reasonably require.

What you must not do

- Admit or deny any claim made by someone else against **You, Your Family and Friends** or **Guests** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We**, an approved supplier or loss adjuster may need to inspect the damage.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

We are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **Your** name. **We** are entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

We are entitled to assess **Your** claim based on **Our**, an approved supplier's or loss adjuster's view and interpretation, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

How We Settle Claims

Buildings, Contents and Personal Possessions sections

We may repair, reinstate or replace the damaged property. If **We** cannot replace or repair the property **We** may pay **You** for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

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

If no equivalent replacement is available then **We** will pay **You** the full replacement cost, subject to the **Excess**, of the item with no discount for wear and tear applied, as long as:

- The damaged property has been maintained in good repair.
- The amount shown in **Your Policy** Schedule is sufficient to cover the full value of the damaged property.
  - For **Contents**, full value means the current cost to replace all **Your Contents** as new.
  - For **Buildings**, full value means the cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.

We may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. They are authorised to arrange a quotation, a repair or a replacement.

The sums insured that apply to your **Policy** will not be reduced by any claim.

Any permanent repairs made by **Our** approved suppliers are guaranteed.

Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

Where floor coverings are damaged beyond repair only the damaged floor coverings will be replaced and not undamaged floor coverings in adjoining rooms.

No Claims Discount

No claims discount is earned separately under both the **Buildings** and **Contents** sections of **Your Policy**. It will increase by one year for each year **You** have not made a claim up to the maximum number of years allowable.

Any claims under the Home Emergency and Family Legal Protection sections will not affect **Your** no claims discount.

No claims discount protection

Your Policy automatically includes protected no claims discount.

- **You** can make one claim in a three year period and **Your** no claims discount will not be reduced.
- For any second claim in a three year period **Your** no claims discount will be reduced by three years on the section(s) under which **You** have made the claim, either **Buildings** or **Contents** or both.
- For any subsequent claim in a three year period **Your** no claims discount will be reduced to nil on the section(s) under which **You** have made the claim, either **Buildings** or **Contents** or both.

Scale of no claims discount

Years claim free	Buildings discount	Contents discount
0	0%	0%
1	5%	13%
2	10%	19%
3	14%	23%
4	18%	29%
5	24%	33%
6	24%	37%
7	26%	40%
8	28%	43%
9	30%	45%
10	31%	47%

General Exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

Riot/civil commotion

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

Sonic bangs

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

Reduction in market value

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

Confiscation

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

The exclusions above do not apply to the following covers

- Liability to **Domestic Staff**.
- Occupiers and Public liability.
- Property owner's liability.

Radioactive contamination

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from and any legal liability directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

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

Terrorism

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

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear chemical, and/or nuclear force or contamination, and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government, and/or to put the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Pollution/contamination

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

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **Your Home**.

Gradual deterioration/maintenance

Any loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

Deliberate loss or damage

Any loss or damage caused or allowed to be caused deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Family** or anyone lawfully in the **Home**.

Virtual currencies

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

Contents Cover

Your Schedule will show if this Section is in force.

What are contents?	What contents are not covered?
All of the following things are included provided that they belong to **You**, or **You** are legally responsible for them, and that they are mainly used for private purposes. **Household Goods** This includes tenants' fixtures, fittings and interior decorations, but does not include **Money**, **Personal Effects** and **Valuables**.	a. **Vehicles** and caravans. b. Any living creature. c. Documents. d. Lottery tickets and raffle tickets. e. Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as the occupier.

What is the most we will pay?

We will not pay more in total than the Maximum Limit for **Contents** shown in **Your Policy** Schedule for any one claim under covers 1–11.

For covers 12, 13, 18, 23 and 24, **We** will pay up to the Maximum Limit for **Contents**. For covers 14-17 and 19-22, **We** will pay up to the limits shown.

The limit for **Business Equipment** is £15,000, which can include an amount up to £500 for business stock.

The limit for paintings and works of art is £15,000.

What is covered	What is not covered
Loss or damage to **Your Contents** while they are in the **Home** by following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 4 and 8 and not applicable for covers 19 and 20).
1. Fire, smoke, explosion, lightning, earthquake.	1. Smoke damage arising gradually or out of repeated exposure.
2. **Storm** or **Flood**.	2. Loss or damage caused by frost.
3. Theft or attempted theft. Minimum security precautions **Endorsement** may apply – see Schedule.	3. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c. Loss or damage from the **Home** if any part of it is occupied by anyone other than **You, Your Family and Friends** or **Guests** unless there has been forcible and violent entry to, or exit from, the **Home**. d. Loss or damage as a result of any failed online purchase or transaction.
4. Escape of water from: a. A fixed: i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.	4. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
5. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.	5. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
6. Malicious persons or vandals. Minimum security precautions **Endorsement** may apply - see **Your** Schedule.	6. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Malicious damage caused by **You, Your Family and Friends** or **Guests** or any persons **You, Your Family and Friends** or **Guests** have allowed into **Your Home**.
7. Riot, civil commotion, strikes, labour and political disturbances.	
8. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	8. Loss or damage resulting from coastal or river bank erosion.
9. Loss or damage caused by collision of: a. Aircraft. b. Aerial devices. c. Road or rail vehicles (or anything dropped from them). d. Animals.	9. Loss or damage caused by: a. **Your, Your Family and Friends** or **Guests'** domestic animals. b. Insects.
10. Falling trees or branches.	10. a. The cost of removing fallen trees or branches unless the **Buildings** or **Contents** have also been damaged. b. Loss or damage caused during tree felling, lopping or topping.

What is covered	What is not covered
11. Damage to the **Contents** caused by breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Telegraph poles. e. Electricity pylons, poles or overhead cables.	11. a. Mechanical or electrical breakdown or failure. b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling. c. Damage to equipment not in or attached to the **Buildings**. d. Loss or damage to the items themselves. Cover for items in or on the **Home** may be covered – see cover 12.
12. Entertainment equipment Accidental damage to: a. Television sets, stereos, home cinema and home entertainment units and radios. b. MP3 players, CD players, record players and tape recorders. c. Blu-ray players, DVD players, video recorders and games consoles and players. d. Computers (including portable computers). e. Cable/satellite/digital television receivers. f. Television aerials and satellite dishes.	12. a. Mechanical or electrical breakdown or failure. b. Damage to records, discs, cassettes and tapes. c. Accidental damage or contamination to computers or computer equipment by: i. Erasure or distortion of data. ii. Accidental erasure or mislaying or misfiling of documents or records. iii. viruses. d. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e. Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it. f. Damage to equipment not in or on the **Home**. g. Loss or damage by chewing, scratching, tearing, fouling or urinating by domestic animals. h. Damage caused by insects or **Vermin**.
13. Mirrors and glass Accidental breakage of: a. Mirrors. b. Fixed glass in and glass tops of furniture. c. Ceramic hobs and ceramic tops of cookers. d. Glass oven doors.	13. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

What is covered	What is not covered
14. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to: i. External doors and windows of the **Home** ii. A safe within or an alarm protecting the **Home** following the theft of their keys. **We** will not pay more than £1,000 for any one claim. Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.	14. The cost of replacing keys and locks to a garage or **Outbuilding**. If **You** have chosen both Contents Cover and Buildings Cover then **We** will only pay under one section for any one claim.
15. Accidental loss of oil and metered water **We** will pay for accidental loss of domestic heating oil and metered water. **We** will not pay more than £1,000 for any one claim.	15. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
16. Contents in the open Loss or damage by causes 1 and 3-11 to **Contents** while in the open within the boundaries of the land belonging to the **Home**. **We** will not pay more than £1,000 for any one claim. Items such as garden furniture, external statues and garden pots are included within this section. Limited cover for plants and trees is provided under cover 22 – Garden Plants.	16. Loss or damage to plants and trees.

What is covered	What is not covered
17. Loss of hiring charges and alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for: 1. Loss of hiring charges, and 2. The reasonable cost of alternative accommodation. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim • the needs of **You**, **Your Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. In addition to the above, **We** will also pay for loss of hiring charges: a. In the event of pollution or oil spillage within a radius of one mile of the nearest beach. b. As a result of any occurrence of: i. Murder ii. Suicide iii. Notifiable disease iv. Illness arising from or traceable to foreign or injurious matter in food or drink at the **Home.** **We** will not pay more than 20% of the **Contents** Sum Insured for any one claim. This cover is only operative if Buildings Cover is not insured.	

What is covered	What is not covered
18. Frozen food Loss or damage to food in a fridge or freezer which is made inedible by: a. A change in temperature. b. Contamination by refrigerant or refrigerant fumes. The refrigerator or deep freeze cabinet must be: 1. In the **Home**. 2. Owned by or be the responsibility of **You**.	18. Loss or damage resulting from: a. The deliberate act of **You** or any electricity supplier. b. Strike, lock–out or industrial dispute. c. Frozen food mainly used for business, trade, profession or employment purposes.
19. Tenant's liability (applicable if **Your Home** is rented) Any amount that **You** or **Your Family** become legally liable to pay as tenant of **Your Home** in respect of: 1. Damage to the **Buildings** by any cause specified under Buildings Cover of this **Policy**. 2. Accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from **Your Home**. 3. Accidental breakage of: a. Fixed glass in: i. Windows. ii. Doors. iii. Fanlights. iv. Skylights. v. Greenhouses. vi. Conservatories. vii. Verandahs. b. Fixed ceramic hobs or hob covers. c. Fixed sanitaryware and bathroom fittings. **We** will not pay more than £60,000 for **Contents** for any claim or series of claims arising from any one event or one source or original cause.	19. Loss or damage to gates, hedges and fences.

What is covered	What is not covered
20. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.	20. **Your** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**, or b. Entering into or getting out of a **Vehicle** where such bodily injury or illness (including death) is caused by or arises out of **Your** or **Your Family's** use of any **Vehicle**.
21. Occupiers and Public Liability **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim, or series of claims, arising from any one event or one source or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** for accidental: a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to or in the custody or control of **You**, **Your Family and Friends**, **Guests** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership). ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**.	21. Legal liability to pay compensation or costs arising from: a. Any business, trade, profession or employment other than renting the property to **Guests**. b. The transmission of any contagious disease or virus. c. The ownership, possession or use of **Vehicles**. d. Owning, possessing or using drones including mechanically propelled aerial toys, models or devices. e. Owning, possessing or using caravans. f. Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, and cross breeds of these with any other breed. g. Owning any species of animal not domesticated in the UK. h Death of or bodily injury or illness to **You**, **Your Family and Friends**. i. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man. j. Any liability which is covered under a more specific policy.

Continued on next page

What is covered	What is not covered
	Important Under this section **We** will provide cover for **Your** liability as the occupier of **Your Home** arising from the private pursuits of **You** or **Your Family**. **We** will not cover **Your** liability arising from **Your** ownership of **Your Home**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note if You are the owner of the Buildings You will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.
22. Garden plants **We** will pay up to £500 for any one claim for loss or damage to plants by **Contents** causes 1, 3, 6 & 7 whilst in the open within the boundaries of the land belonging to **Your Home**. This includes shrubs, trees, rockeries, bushes and vegetables.	22. Loss or damage by causes 3 or 6 while the **Home** is **Unoccupied** or **Unfurnished**.
23. Emergency entry Loss or damage to the **Contents** caused when the Fire, Police or Ambulance Service has to force an entry to the **Buildings** because of an emergency (or perceived emergency) involving **You, Your Family and Friends** or **Guests**.	

What is covered	What is not covered
24. Accidental loss or damage to **Contents** whilst in the **Home**.	24. Any loss or damage specifically excluded under **Contents** causes 1-11 and covers 12-21. Accidental damage or loss: a. By mechanical or electrical breakdown or failure. b. Arising from the cost of remaking any film, disc, or tape or the value of any information contained on it. c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d. By chewing, scratching, tearing, fouling or urinating by domestic animals. e. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or **Vermin**. f. To food, drink or plants. g. Specifically covered under **Contents** causes 1-11 and **Contents** covers 12-23. h. To computers or computer equipment by: i. Accidental loss, mislaying or misfiling of documents or records. ii. Viruses. iii. Contamination. i. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming, e.g. costs incurred in preparing the claim or loss of earnings following **Your** bodily injury or illness. j. While the **Home** is **Unoccupied** or **Unfurnished**.

Buildings Cover

Your Schedule will show if this section is in force.

What is the most we will pay?

We will not pay in total more than the Maximum Limit shown for **Buildings** in **Your Policy** Schedule for any one claim under causes 1–11. For covers 14, 17, 18 and 22, **We** will pay up to the **Buildings** Maximum Limit and for covers 12, 13, 15, 16 and 19-21, **We** will pay up to the limits shown.

What is covered	What is not covered
Loss or damage to the **Buildings** by the following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 2 and 4) and not applicable to cover 19-21.
1. **Storm** or **Flood**.	1. Loss or damage a. To gates, hedges and fences. b. By **Storm** to radio or television aerials or satellite dishes.
2. Escape of water from or frost damage to: a. Loss or damage caused by water leaking from or freezing in a: i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage, including the reinstatement of any wall, floor or ceiling removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.	2. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished.** b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
3. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of oil is included but damage to the installation is only covered if an insured cause or cover is operative.	3. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
4. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	4. Loss or damage: a. Caused by normal **Settlement**, shrinkage or expansion. b. Resulting from coastal or river bank erosion. c. Arising from construction, structural alteration, repair or demolition. d. Arising from the use of defective materials, defective design, or faulty workmanship. e. To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, artificial lawns, patios, tennis hard courts and swimming pools unless the **Home** has been damaged at the same time by the same cause. f. To, or resulting from movement of, solid floor slabs and non load bearing walls unless the foundations beneath the loadbearing walls of the **Home** are damaged at the same time by the same cause.
5. Theft or attempted theft.	5. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
6. Collision by: a. Aircraft. b. Aerial devices. c. Road or rail **Vehicles** (or anything dropped from them). d. Animals.	6. Loss or damage caused by: a. **Your, Your Family and Friends** or **Guests'** domestic animals. b. Insects.

What is covered	What is not covered
7. Falling trees or branches.	7. a. The cost of removal if the fallen tree or branch has not caused damage to the **Buildings** or **Contents**. b. Loss or damage caused during tree felling, lopping or topping.
8. Damage to the **Buildings** caused by breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Telegraph poles. e. Electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the Contents Cover section.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually or out of repeated exposure.
10. Malicious persons or vandals.	10. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Malicious damage caused by **You** or **Your Family and Friends** or **Guests** or any persons **You, Your Family and Friends** or **Guests** have allowed into the **Home**.
11. Riot, civil commotion, strikes, labour and political disturbances.	
12. Debris removal and building fees Necessary expenses for rebuilding or repairing the **Buildings** as a result of damage covered by Buildings Cover for: a. Architects, surveyors, consulting engineers and legal fees. b. The cost of clearing debris from the site or demolishing or shoring up the **Buildings**. c. The cost to comply with government or local authority requirements incurred following a valid claim for damage under buildings causes 1-11. **We** will not pay more than 10% of the Maximum Limit for **Buildings** for any one claim.	

What is covered	What is not covered
13. Pipes and cables Accidental damage to: a. Cables. b. Drain inspection covers. c. Underground drains, pipes or tanks providing services to or from the **Home** and for which **You** are responsible. **We** will also pay up to £5,000 for any one claim for necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.	13. a. Loss or damage while the Home is **Unoccupied** or **Unfurnished**. b. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover. Cover for accidental loss of metered water may apply under Contents Cover cause 15.
14. Glass and sanitaryware Accidental breakage of: a. Fixed glass in: i. Windows. ii. Doors. iii. Fanlights. iv. Skylights. v. Greenhouses. vi. Conservatories. vii. Verandahs. b. Fixed ceramic hobs and ceramic tops of cookers. c. Fixed sanitaryware and bathroom fittings.	14. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Damage to property that does not form part of the **Home**.
15. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to: a. External doors and windows of **Your Home** b. A safe within **Your Home** c. An alarm protecting **Your Home** after the keys are lost or stolen. **We** will not pay more than £1,000 for any one claim. Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.	15. The cost of replacing keys and locks to a garage or **Outbuilding**. **We** will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.

What is covered	What is not covered
16. Loss of hiring charges and alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for: 1. Loss of hiring charges, and 2. The reasonable cost of alternative accommodation. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim • the needs of **You**, **Your Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. In addition to the above, **We** will also pay for loss of hiring charges: a. In the event of pollution or oil spillage within a radius of one mile of the nearest beach. b. As a result of any occurrence of: i. Murder ii. Suicide iii. Notifiable disease iv. Illness arising from or traceable to foreign or injurious matter in food or drink at the **Home.** **We** will not pay more than 20% of the **Buildings** Sum Insured for any one claim.	

What is covered	What is not covered
17. Emergency entry Loss or damage to the **Buildings** caused when the Fire, Police or Ambulance Service has to force an entry to the **Buildings** because of an emergency or perceived emergency involving **You, Your Family and Friends** or **Guests**.	
18. Contracting purchaser If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your Policy** in respect of the **Buildings** up to the date of completion of the purchase as long as the **Home** is not covered by any other insurance.	
19. Property owner's liability Any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property. This includes cover for defective work carried out by **You** or on **Your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **You** before the occurrence of bodily injury or damage in connection with such private residence. **We** will not pay more than £5,000,000 (including costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event or one source or original cause. Important Under this section **We** only provide cover for liability arising from the ownership of **Your Home**. **We** will not	19. **Your** legal liability to pay compensation arising directly or indirectly from: a. An agreement which imposes a liability on **You** which **You** would not be under in the absence of such agreement. b. The use of the **Home** for any business, trade, profession or employment purposes other than renting the property to **Guests**. c. Death, bodily injury or damage caused by lifts, hoists or **Vehicles**. d. Rectifying any fault or alleged fault. e. Any liability which is covered under a more specific policy.

Continued on next page

What is covered	What is not covered
cover **Your** liability as the occupier of **Your Home** or **Your** personal liability arising from the private pursuits of **You** or **Your Family**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that **You** will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.	
20. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause. This cover is only operative if Section A Contents Cover is not insured.	20. **Your** legal liability to pay compensation or **Costs** for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**. b. Entering, getting onto, or getting off a **Vehicle** where such bodily injury or illness (including death) is caused by or arises out of **Your** use of a **Vehicle**.
21. Liability to the public **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance for accidental: a. Death, bodily injury or illness of any person.	21. Legal liability to pay compensation or costs arising from: a. The use of the **Home** for any business, trade, profession or employment purposes other than renting the property to **Guests**. b. The transmission of any communicable disease or virus. c. The ownership, possession or use of **Vehicles**. d. Owning, possessing or using caravans.

Continued on next page

What is covered	What is not covered
b. Damage to material property not belonging to or in the custody or control of **You, Your Family and Friends** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership). ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**. This cover is only operative if Section A Contents Cover is not insured.	e. Ownership, possession or use of a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro and cross breeds of these with any other breed. f. Ownership of any species of animal not domesticated in the UK. g. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.
22. Accidental damage to the **Buildings**.	22. Accidental damage: a. Specifically excluded under Buildings Cover. b. By frost. c. By wear and tear or gradually developing deterioration, **Settlement** or shrinkage of the **Buildings**. d. By insects or **Vermin**. e. By chewing, scratching, tearing, fouling or urinating by domestic animals. f. By mechanical or electrical breakdown or failure. g. Specifically covered elsewhere in this **Policy**. h. Arising from the alteration or extension of the **Buildings** or the cost of maintenance or routine decoration. i. Arising from faulty workmanship, defective design or use of defective materials. j. Whilst the **Home** is **Unoccupied** or **Unfurnished**.

Home Emergency

This **Policy** is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 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 described in this **Policy** 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. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter. Definitions are listed alphabetically.

Authorised Tradesperson	A tradesperson authorised in advance to carry out repairs under this **Policy**.
Beyond Economical Repair	The point at which **We** deem the cost to repair **Your** boiler exceeds it value.
Covered Events	**Emergency** to essential services within the insured **Property** shown on the Schedule.
Emergency	The result of a sudden and unforeseen incident at the **Property** which immediately: a. Exposes **You** or a third party to a risk to **Your** or their health, or b. Creates a risk of or loss of or damage to the **Property** and/or any of **Your** belongings, or c. Renders the **Property** uninhabitable.
Emergency Repairs	Work undertaken by an **Authorised Tradesperson** to resolve the **Emergency** by completing a **Temporary Repair**.
Local Territory	United Kingdom (Great Britain, Northern Ireland, Isle of Man, and the Channel Islands). In the Isle of Man and the Channel Islands, please note it is more likely that **We** will settle **Your** claim on a **Reimbursement Basis**.
Period of Insurance	One year from the start or renewal date shown on **Your Policy** Schedule.

Permanent Repair	Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis.
Property	The private dwelling used for domestic purposes, excluding garage, garden and outbuildings as shown on **Your Policy** Schedule.
Reimbursement Basis	In certain cases, We may not fully or directly arrange assistance on **Your** behalf following an **Emergency**. With **Our** agents' prior agreement, and subject to **You** providing fully itemised invoices or receipts as specified in the General Conditions, **We** will instead reimburse **You** for the expenses **You** incurred as a direct result of the **Emergency** up to the limits specified in this **Policy** wording. This can be either; a. where not possible for **Us** to directly arrange for **Your** problem to be resolved (either because **We** do not have an **Authorised Tradesperson** in **Your** geographical area who is suitable for dealing with **Your** specific **Emergency**, or cannot provide assistance quickly for other reasons), as a contribution for **You** to arrange and pay for **Your** own assistance or repair. This will be in full and final settlement of **Your** claim; and/or b. in the event of a claim for temporary accommodation after an **Emergency**, or replacement of **Your** heating equipment if deemed **Beyond Economic Repair**, after **You** arrange and pay for these yourself.
Temporary Repair	A repair undertaken by an **Authorised Tradesperson** which will resolve an **Emergency** but will need to be replaced by a **Permanent Repair**.
We/Us/Our	Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
You/Your	The policyholder and/or any member of the insured's immediate **Family**.

General conditions

a. **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **You** are making under this **Policy** up to the **Policy** limit shown in the sections entitled "Home Emergency".

b. No costs for repairs are payable under this insurance, unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims service telephone number provided and **We** have approved an **Authorised Tradesperson** in advance to make a **Temporary** or **Permanent Repair**.

c. Claims may not be made under this **Policy** for the first 14 days unless **You** are renewing an existing **Policy**.

d. **You** must quote **Your Policy** number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the **Authorised Tradesperson** or **Our** other nominated agent.

e. If any loss, damage or expense covered under this insurance **Policy** is also covered by any other insurance or maintenance contract, **We** will not pay more than **Our** fair share of any claim.

f. This insurance does not cover normal day to day maintenance at **Your Property** that **You** should do. Nor does it pay for replacing items that wear out over a period of time or replacement parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**.

g. **You** must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action.

h. During any 12 month period **We** will not be responsible for more than three claims.

Home emergency

If **You** suffer a covered event at **Your** property, **You** should tell **Us** on the **Emergency** telephone number shown on page 5.

We will then do the following:

a. Advise **You** about how to protect yourself and the **Property** immediately.

b. Organise and pay up to £1,500 including VAT, call out, labour, parts and materials to carry out an **Emergency Temporary Repair**, or if at a similar expense an **Emergency Permanent Repair**.

   If the **Temporary Repair** will cost more than £1,500 including VAT to complete **We** will advise **You** how much, in total, the repair will cost. **We** will proceed with the repair only if **You** agree to pay the amount over £1,500.

c. In the event of the property becoming uninhabitable and remaining so overnight because of the covered event, **We** will, subject to **Your** prior agreement with ourselves, pay up to £250 including VAT in total for:

   i. **Your** overnight accommodation and/or

   ii. Transport to such accommodation.

What is covered	What is not covered
The **Covered Events** are listed below: 1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators. 2. Blockages in toilet waste pipes. 3. Broken or damaged windows, doors and locks presenting a security risk to the property. 4. Complete electricity failure within the property. 5. Complete central heating or boiler failure. **You** are also covered for a primary system running on air, ground or water source heat pumps, however **We** may settle claims for these types of energy on a **Reimbursement Basis** if **We** do not have a suitable **Authorised Tradesperson** locally to **You.** 6. Hot water failure. 7. Animals or insects that are destructive in their natural behaviour or considered as pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasp nests and hornet nests only. There are conditions and exclusions which limit **Your** cover. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an incident has occurred that it is not insured. The Home Emergency **Policy** is not a maintenance contract.	The following are excluded from the insurance: 1. Any leaking or dripping tap that needs a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitaryware. 2. External overflows, external guttering. 3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances. 4. External water supply pipes after the internal stop tap. 5. Septic tanks and swimming pool installations. 6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to **Your** claim, **You** will be asked to produce the evidence at the time of the claim. 7. Boilers over 15 years old. 8. Boilers that are beyond economical repair. 9. Shared water/drainage facilities. 10. Material/labour charges covered by manufacturers/suppliers/installers. 11. Replacement of light bulbs and fuses in plugs. 12 Any failure of electricity that affects only part of the property. 13. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation. 14. Loss, damage to windows, doors or locks for outbuildings, garages and sheds. 15. Pests outside the main dwelling e.g. in the garages and other outbuildings.

What is covered	What is not covered
	16. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment. 17. Any breakdown to flushing mechanisms of toilets. 18. Damage to boundary walls, hedges, fences or gates. 19. LPG fuelled, oil fired, warm air, solar and unvented heating systems or boilers with an output over 60 Kw/hr. 20. Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems. **We** will not be liable for any of the following: a. Any system, equipment, or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault. b. Any circumstances in which making **Emergency Repairs** would contravene health and safety regulations and legislation or where a specialist contractor is required. c. Loss or damage arising from circumstances known to **You** prior to the start date of this insurance. d. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitaryware. e. The cost of replacement parts due to natural wear and tear. f. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc. g. Any loss or damage to **Your** property as a result of the **Emergency**. h. Any loss due to faulty installation of **Your** plumbing, heating, electrical system within the property.

What is covered	What is not covered
	i. Any faulty installation of a kitchen appliance. j. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company. k. Any cost relating to the attempted repair by **You** or **Your** own contractor. l. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference, or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards. m. Any **Emergency** in a property that has been **Unoccupied** for more than 60 consecutive days. n. Any loss arising from **Subsidence** caused by bedding down of new structures, demolition or structural repairs or alteration to the **Property**, faulty workmanship or the use of defective materials, or river or coastal erosion. o. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any other explosive nuclear assembly or its nuclear component. p. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

How to make a claim

To obtain **Emergency** assistance contact the 24 hour **Emergency** Helpline on 0300 303 2949.

You should have the following information available upon request:

a. **Your** name and **Property** postcode.

b. **Your Policy** number.

c. An indication as to the nature of the problem.

Our promise

We make every effort to provide **You** with the highest standards of service. If on any occasion **Our** service falls below the standard **You** should expect **Us** to meet, the following procedure explains what **You** should do.

Complaints procedure

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance S.A. UK Branch
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
UK

Phone: 01737 815913
Email: homeemergencycomplaints@axa-assistance.co.uk

If **We** are unable to reach a satisfactory conclusion, **You** have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
UK

Phone: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

Data Protection

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

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

These activities may include:

a. use of sensitive information about the health or vulnerability of **You** or others involved in **Your** home **Emergency**, in order to provide the services described in this **Policy**. By using **Our** services, **You** consent to **Us** using such information for these purposes;

b. disclosure of information about **You** and **Your** insurance cover to companies within the AXA group of companies, to **Our** service providers and agents in order to administer and service **Your** insurance cover, to provide **You** with home **Emergency** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of **Your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this **Policy** and validating **Your** claim; and

e. sending **You** feedback requests or surveys relating to **Our** services, and other customer care communications.

We will separately seek **Your** consent before using or disclosing **Your** personal data to another party for the purpose of contacting **You** about other products or services (direct marketing). Marketing activities may include matching **Your** data with information from public sources, in order to send **You** relevant communications. **You** may withdraw **Your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

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

By purchasing this **Policy** and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, both as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in **Our** website privacy notice (see below).

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

If **You** want to know what information is held about **You** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, please write to **Us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: https://www.axa-assistance.co.uk. Alternatively, a hard copy is available from **Us** on request.

Family Legal Protection

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

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors or their agents to handle **Your** case. **You** are not covered for any other legal **Adviser's Costs** unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use an **Adviser** of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Adviser's Costs**, less any excess, up to the **Limit of Indemnity** where:

a. The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and

b. The **Legal Action** takes place in the **Territorial Limits**.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section on pages 59-61 and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Definitions

The following definitions apply to Family Legal Protection only.

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

Adviser	**Our** specialist panel solicitors or their agents appointed by **Us** to act for **You,** or, and subject to **Our** agreement, where court proceedings have been started or a **Conflict of Interest** arises, another legal adviser nominated by **You**.
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the **Adviser** with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.
Conditional Fee Agreement	A valid agreement made between **You** and **Your Adviser** with **Our** written permission where the **Advisers'** fees and payments or any part of them are paid by **You** only if **Your** claim succeeds.
Conflict of Interest	There is a **Conflict of Interest** if **Your Advisers'** duty to act in **Your** best interests in relation to **Your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **Your Adviser** owes, or obligation it has, to any other party.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Data Protection Legislation	The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Incident**.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.
Excess	The first £50 of **Advisers' Costs** except in relation to Cover 8 – Tax Cover where the amount is £150.
Insurance Providers	AmTrust Europe Limited.

Insured Incident	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. Tax - In accountancy matters the **Insured Incident** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of HM Revenue and Customs advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate. For the purposes of the **Limit of Indemnity**, only one **Insured Incident** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insured Period	The **Insured Period** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions. The defence of motor prosecutions.
Limit of Indemnity	The maximum payable in respect of an **Insured Incident** as stated in **Your** insurance schedule.
Standard Advisers' Costs	The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.
Territorial Limits	The United Kingdom and the European Union.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurance Providers**.
You/Your	Any person named in the Schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within **Your** home other than rent paying guests, but including **Your** children attending university or college whose main residence is **Your** home. If **You** die, **Your** personal representatives will be covered to pursue or defend any cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

What is covered	What is not covered
1. Consumer pursuit **Advisers' Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use in respect of the second home. The contract must have been made after **You** first purchase this insurance.	1. Claims: a. Where the amount in dispute is below £125 plus VAT. b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
2. Property infringement **Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** second home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.	2. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
3. Property damage **Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** second home. The damage must have been caused after **You** first purchased this insurance.	3. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Legal Helpline

Use the 24 hour advisory service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete a claim form.

If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

Simply telephone 0330 024 6861 and quote "Cherish Second Home Insurance Family Legal Protection".

Additional legal services

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

Examples are:

a. Legal expenses arising from the sale or purchase of **Your** second home and re-mortgaging.

b. Divorce and child custody issues.

c. Wills and probate.

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

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

General exclusions applicable to this section only

1. There is no cover where:

a. The **Insured Incident** began to start or had started before **You** bought this insurance.

b. **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.

c. An estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.

d. **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.

e. Something **You** do or fail to do prejudices **Your** position, or the position of the **Insurance Providers**, in connection with the **Legal Action**.

f. **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.

g. The claim is more specifically insured or any amount that **You** cannot recover from a more specific insurance because the insurer refuses the claim.

h. **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:

a. Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.

b. Damages, interest, fines or costs awarded against **You** in a criminal court.

c. Claims made by or against **Your** insurance adviser, the **Insurance Providers**, the **Adviser** or **Us**.

d. Any claim **You** make which is false, fraudulent or exaggerated.

e. Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.

f. Appeals without the prior written consent of **Us**.

g. Prior to the issue of court proceedings or a **Conflict of Interest** arising, the costs of any legal representative other than those of the **Adviser**.

h. **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

i. **Advisers' Costs** where **You** have entered into a **Conditional Fee Agreement** or any other form of alternative funding without obtaining **Our** permission in writing first.

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

a. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.

b. Planning law.

c. Constructing buildings or altering their structure.

d. Libel, slander or verbal injury.

e. A lease or licence to use property or land.

f. Any matter connected with **Your** business, profession or trade other than as an **Employee**.

g. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

h. An application for a judicial review.

i. **Advisers' Costs** incurred in defending or pursuing new areas of law or test cases.

j. Professional negligence in relation to services provided in connection with a matter not covered under this insurance.

k. Subsidence, heave, landslip, mining or quarrying.

l. A tax or levy relating to **You** owning or living in **Your Second Home**.

m. A dispute with a provider of financial services or products.

n. A dispute between persons insured under this **Policy** or between **You** and someone **You** live with or have lived with.

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions applicable to this section only

1. Claims

a. **You** must notify claims as soon as possible and within 180 days of **You** becoming aware of the incident.

b. **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.

c. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.

d. The **Adviser** will:

   i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained.

   ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.

   iii. Keep **Us** advised of **Advisers' Costs** incurred.

   iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.

   v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.

   vi. Attempt recovery of costs from third parties.

e. In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.

f. **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

g. **You** shall supply all information requested by the **Adviser** and **Us**.

h. **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.

2. Disputes

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

3. Prospects of Success

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

Examples of a positive outcome are:

a. Being able to recover the amount of money at issue.

b. Being able to enforce a judgement.

c. Being able to achieve an outcome which best serves **Your** interests.

4. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

5. English Law and Language

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

6. Other Insurances

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

7. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

a. Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless

b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known

c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known

d. Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

8. Fraud

In the event of fraud, **We**:

a. Will not be liable to pay the fraudulent claim

b. May recover any sums paid to **You** in respect of the fraudulent claim

c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**

d. Will no longer be liable to **You** in any regard after the fraudulent act.

9. Change in Law

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

10. Sanctions

We will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Customer service information

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact the Data Protection Officer, please see website for full address details.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal Assistance Limited or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Authorisation

We are authorised and regulated by the Financial Conduct Authority. **Our** FCA Register number is 305958. **You** can check this on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting the Financial Conduct Authority on 0300 500 8082.

Family Legal Protection insurance is underwritten by AmTrust Europe Limited.
Registered office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG.
Registered number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial services number: 202189. **You** can check this on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting the Financial Conduct Authority on 0300 500 8082.

Making a Complaint

Cherish Insurance Services and AXA Insurance UK plc aim to provide the highest standard of service to every customer.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right.

If your complaint relates to:	Please contact:
How **Your Policy** was sold or administered for **You**	Compliance Officer Cherish Insurance Services Carlson House Bradfield Road Wix CO11 2SP Tel 0800 197 2770 option 2 Email enquiries@cherishinsurance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Contents Cover • Buildings Cover	Head of Complaints AXA Insurance UK plc Civic Drive Ipswich IP1 2AN Tel 01473 205926 Fax 01473 205101 Email customercare@axa-insurance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Home Emergency	Head of Customer Relations AXA Assistance (UK) Limited The Quadrangle 106 - 118 Station Road Redhill Surrey RH1 1PR Tel 01737 815913 Email homeemergencycomplaints@axa-assistance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Family Legal Protection	Customer Services Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD Tel 01206 615000 Email customerservice@arclegal.co.uk

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When you make contact, please provide the following information:

- **Your** name, address, postcode, telephone number and email address (if **You** have one).
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

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

Beyond AXA, Cherish and Arc

Should **You** remain dissatisfied following a written response to **Your** complaint **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **Our** final response to refer **Your** complaint to the FOS. This does not affect **Your** right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below:

Mail	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel	0300 123 9123 or 0800 023 4567
Fax	020 7964 1001
Email	complaint.info@financial-ombudsman.org.uk
Web	https://help.financial-ombudsman.org.uk

Our promise to you

We will

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service.

Customer Service Information

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

Data Protection Notice

AXA Insurance UK plc is 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** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.

Cherish Insurance Services
Carlson House
Bradfield Road
Wix CO11 2SP

Tel 0800 197 2770 or 01255 871965
Email enquiries@cherishinsurance.co.uk
Web www.cherishinsurance.co.uk

Cherish Insurance Services is a trading name of Plum Underwriting Limited which is authorised and regulated by the Financial Conduct Authority.

Registered office: 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE

This policy is underwritten by
AXA Insurance UK plc
Registered office: 20 Gracechurch Street, London EC3V 0BG
Registered in England No. 78950
A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored and recorded.