



# Home Insurance Policy Booklet



# **Welcome to Automobile Association Insurance Services Limited**

Thank you for choosing to insure your home with us. Our aim is to combine value for money with peace of mind, making home insurance as straightforward as possible.

Your Policy Booklet, Statement of Fact and any Important Notices and Endorsements set out everything you need to know about your home insurance cover. If there's anything you're not sure about, our experienced customer service team are there to help you with all your home insurance needs.

If you call us, calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to numbers starting with 01, 02 and 03 are charged at national call rates and are usually included in inclusive minute plans from landlines and mobiles. Charges may vary dependent on your network provider. Please check with your provider for full details.

## **Important**

It's important that the information provided by you or on your behalf is provided honestly, fully and to the best of your knowledge.

If any of your insurance, or personal details set out in your Statement of Fact are incorrect or incomplete, or if you need to make a change (e.g., change of address), please call the Customer Services Helpline as soon as possible. Failure to do so may result in your insurance being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

## **Valuations**

If you hold contents cover, we recommend that for items of jewellery or valuables, you have an up-to-date valuation, and they are kept in a safe place. This will help with the handling of any claim if your items are lost or destroyed. For items of jewellery, valuables and personal possessions valued at more than £500, a valuation or proof of purchase may be required if you make a claim.

We also recommend you keep a photograph and full description of any valuable items, including serial and model numbers, to help with identification in the event of a theft.

Please make sure the values shown on your Statement of Fact are sufficient to cover today's replacement cost of your valuable items.

## **Introducing our Silver, Gold and Platinum cover levels**

We offer 3 types of home insurance cover, Buildings Insurance, Contents Insurance and Joint Buildings and Contents Insurance. For each, we offer 3 levels of cover, Silver, Gold and Platinum, each offering varying features and benefits.

Check your Statement of Fact for the level you've chosen and look out for the relevant Silver, Gold, or Platinum badge below throughout your booklet to find out more about your cover. Your Statement of Fact will also confirm any additional cover you have on your policy, and these sections of cover are clearly labelled toward the back of this booklet.

---

**Silver**

**Gold**

**Platinum**

---

# A guide to your policy booklet

<b>How to contact us</b>	5
<b>About your policy</b>	6
<b>Demands and needs</b>	6
<b>Endorsements relating to your policy</b>	7
<b>Table of excesses and benefits</b>	8
<b>Definitions</b>	13
<b>Section 1: Buildings</b>	19
<b>Section 2: Contents</b>	24
<b>Section 3: Personal Possessions</b>	34
<b>Making a claim: Sections 1 to 3</b>	36
General exceptions that apply to Sections 1 to 3	40
General conditions that apply to Sections 1 to 3	42
<b>Home Legal Expenses</b>	48
<b>Home Emergency and Boiler Cover</b>	66
<b>Home Emergency Cover</b>	84
<b>Cancellation terms that apply to additional cover</b>	95
<b>How to look after your home: Hints and Tips</b>	101
<b>To make a complaint</b>	102
<b>Use of your personal data</b>	105

# ► How to contact us

If you need to make a claim, or have any questions about your policy, here are the contact details you'll need to get in touch.

Have your policy number and customer ID from your Statement of Fact to hand before you contact us.

	If you'd like to:	Web addresses & contact details
<b>Managing your policy</b>	<ul style="list-style-type: none"> <li>• view your documents, make fee free changes and manage your policy</li> </ul>	<b>Visit <a href="http://www.theaa.com/your-account">www.theaa.com/your-account</a> 24/7</b>
	<ul style="list-style-type: none"> <li>• discuss your policy/renewal</li> <li>• cancel your policy</li> <li>• cancel your renewal</li> </ul>	<b>0330 053 0203</b>
<b>Claims Helpline</b>	make a claim under Sections 1 to 3 of your policy, please refer to your Statement of Fact where your insurer claims helpline number will be shown.	
<b>Individual Needs</b>	contact us using Text Relay. Information is also available in large print, Braille and audio on request	<b>0330 053 0460</b>
<b>Home Legal Expenses</b>	speak to us about: <ul style="list-style-type: none"> <li>• making a Home Legal Expenses claim</li> </ul>	<b>0161 428 7039 or email us at <a href="mailto:aalegalservices@theaa.com">aalegalservices@theaa.com</a></b>
<b>Home Legal Expenses Advice Line</b>	speak to us about: <ul style="list-style-type: none"> <li>• free advice on any personal legal matter</li> </ul>	<b>0161 428 7039</b>
<b>Home Emergency and Boiler Cover</b>	speak to us about: <ul style="list-style-type: none"> <li>• a home emergency</li> </ul>	<b>0330 053 0394 or visit <a href="http://www.theaa.homemanager.link">www.theaa.homemanager.link</a></b>
<b>Home Emergency Cover</b>		
<b>Make a complaint</b>	<ul style="list-style-type: none"> <li>• log or discuss a complaint.</li> </ul>	<b>0344 029 0556</b> 0370 600 1303 (Text Phone)

The authorised insurer and Automobile Association Insurance Services Limited (AAISL) may record telephone calls for quality assurance and compliance purposes.

Text phone users can prefix any of our numbers with 18001.

## ► About your policy

This booklet sets out the details of your insurance cover. Please read it carefully, together with your Statement of Fact, any Important Notices and any Endorsements. Remember to check the exclusions and restrictions under each section of your cover as well as the general conditions and exclusions which apply to the whole policy and any other terms that apply to additional cover.

## ► Demands and needs

Our home insurance products allow you to choose different types and levels of cover depending on your demands and needs. Your Statement of Fact will confirm the cover you have selected. The choices you have made will depend on your personal circumstances so please check your Statement of Fact to check the cover continues to meet your needs.

Cover Type	Meets the Demands and Needs of:
<b>Buildings cover</b>	Customers who want to insure their property for loss or damage against a cause listed in Section 1.
<b>Contents cover</b>	Customers who want to insure their contents for loss or damage against a cause listed in Section 2.
<b>Personal Possessions</b>	Customers who want to insure their personal possessions for loss or damage away from home.
<b>Home Legal Expenses</b>	Customers who need cover for legal costs for pursuing, defending and managing disputes in relation to certain types of legal disputes (as set out in this policy booklet), or require access to a range of online legal documents.
<b>Home Emergency and Boiler Cover</b> <b>Home Emergency Cover</b>	Customers who require cover for emergencies in their home (as set out in this policy booklet). The cover helps arrange and pay for work to be carried out to make a temporary repair of the damage.

### Level of cover

There are three levels of cover:

- Silver
- Gold
- Platinum

Each level has different features and benefits as shown in the Table of Excesses and Benefits in this policy booklet.

## ► Endorsements relating to your policy

### What are they?

Endorsements are changes to the normal cover set out in this policy booklet which may apply to your policy. For example, we may set a minimum standard of security for your home.

If any endorsements apply to your policy, they will be listed in the endorsement section of your policy Statement of Fact.



If you're not sure what they mean, please phone our customer service team on **0330 053 0203**.

## ► Table of Excesses and Benefits

The table below sets out the level of cover available for Silver, Gold and Platinum buildings and contents insurance, the compulsory excesses that are applicable in the event of a claim, and the maximum you can claim in each section. Please refer to your Statement of Fact to confirm the type and level of cover you have, along with any additional voluntary excesses that may apply in the event of a claim. The terms and conditions included in each section of this booklet provide full details of the cover and any exclusions.

If you hold Buildings and Contents insurance under the same policy with AAISL and claim under both sections, you will only be required to pay one excess and the highest excess will apply.

Compulsory Excesses			
Cover level	Silver	Gold	Platinum
Buildings			
Compulsory Excesses — Buildings			
Buildings	£150	£125	£100
Escape of Water	£500	£400	£300
Subsidence	£1,000	£1,000	£1,000
Accidental Damage	£150	£125	£100
Contents			
Compulsory Excesses — Contents			
Contents	£150	£125	£100
Escape of Water	£500	£400	£300
Accidental Damage	£150	£125	£100
Personal Possessions	£150	£125	£100

Benefits and Claim Limits			
Cover Level	Silver	Gold	Platinum
Buildings Insurance			
Section 1: Buildings			
Total cover limit	Unlimited	Unlimited	Unlimited
Trace and access	£5,000	£5,000	£10,000
Damage to underground services	£1,000	£1,000	£1,000
Alternative accommodation and rent	£25,000	£45,000	£75,000
Theft or loss of keys	£500	£750	£1,500
Emergency access — home	£1,000	£1,000	£1,000
Emergency access — garden	£1,000	£1,000	£1,000
Legal liability as owner or previous owner	£2,000,000	£2,000,000	£2,000,000
Matching suites or sets	✗	✗	✓
Section 1: Buildings — Accidental Damage			
Accidental damage — up to your total cover limit	Optional	Optional	✓
Contents Insurance			
Section 2: Contents			
Total cover limit	£50,000	£75,000	£150,000
Total limit for personal possessions up to £2000 each (unspecified)	£10,000	£15,000	£30,000

<b>Alternative accommodation and storage</b>	£10,000	£15,000	£25,000
<b>Money in the home</b>	£750	£750	£750
<b>Single item personal possession limit (unspecified)</b>	£2,000	£2,000	£2,000
<b>Theft from outbuildings/ domestic garages</b>	£2,000	£3,000	£5,000
<b>Credit cards</b>	✗	£500	£1,000
<b>Fridge or freezer contents</b>	£100	£300	£1,000
<b>Theft or loss of keys</b>	£500	£750	£1,500
<b>Loss of metered water or heating oil</b>	£2,500	£2,500	£2,500
<b>Contents in the open</b>	£1,000	£1,000	£1,000
<b>Contents temporarily removed</b>	£6,000	£6,000	£6,000
<b>Theft or attempted theft of contents temporarily removed from your home that are contained in a domestic garage or outbuilding</b>	£1,000	£1,000	£1,000
<b>Contents belonging to visitors</b>	£300	£300	£300
<b>Student contents</b>	✗	✗	£5,000
<b>Celebration cover</b>	20%	20%	20%
<b>Fatal accident</b>	£5,000	£5,000	£5,000
<b>Home office</b>	✗	£5,000	£7,500
<b>Home office single item limit</b>	✗	£2,000	£2,000
<b>Title deeds</b>	£2,500	£2,500	£2,500
<b>Digital information</b>	£1,000	£1,000	£1,000
<b>Garden cover</b>	£500	£1,000	£1,500
<b>Occupiers and personal liability</b>	£2,000,000	£2,000,000	£2,000,000

<b>Liability to your domestic employees</b>	£5,000,000	£5,000,000	£5,000,000
<b>Irrecoverable court awards</b>	£100,000	£100,000	£100,000
<b>Tenant's liability</b>	£5,000	£5,000	£5,000
<b>Matching suites or sets</b>	✗	✗	✓

## Section 2: Contents — Accidental Damage

<b>Accidental damage — up to your total cover limit</b>	Optional	Optional	✓
---	----------	----------	---

## Section 3: Contents — Personal Possessions

<b>Personal possessions</b>	Optional	Optional	From £2,500 (Your Statement of Fact shows your cover limit)
-----------------------------	----------	----------	--

## If you hold Personal Possessions cover, the following limits apply:

<b>Single item personal possession limit (unspecified)</b>	£2,000	£2,000	£2,000
<b>Money away from the home</b>	£750	£750	£750
<b>Theft or attempted theft from an unattended motor vehicle</b>	£1,000	£1,000	£1,000

Additional Cover			
Cover Level	Silver	Gold	Platinum

Additional Cover - Buildings Cover only			
Home Legal Expenses	Optional	Optional	Optional
Home Emergency and Boiler Cover	Optional	Optional	✓
Home Emergency Cover	Not available	Optional*	Not available

Additional Cover - Contents Cover only			
Home Legal Expenses	Optional	Optional	✓
Home Emergency and Boiler Cover	Optional	Optional	Optional
Home Emergency Cover	Not available	Optional*	Optional*

Additional Cover - Joint Buildings and Contents Cover			
Home Legal Expenses	Optional	Optional	✓
Home Emergency and Boiler Cover	Optional	Optional	✓
Home Emergency Cover	Not available	Optional*	Not available

\*Optional subject to policy restrictions

## Definitions

Certain words and expressions have specific meanings wherever they appear in this section of your Policy Booklet. To help you identify these we've highlighted them in **bold**.

There are additional and alternative meanings to words and expressions that apply to the 'Additional Cover' section of this booklet, for example Home Legal Expenses. You can find these at the start of each section, and they apply only to that section.

AAISL	Automobile Association Insurance Services Limited.
Accidental Damage	Unforeseen and unintentional damage caused by sudden and external means.
Additional Cover	Any additional cover that <b>You</b> have chosen to purchase or is included as standard in the level of cover <b>You</b> have chosen. Please refer to <b>Your Statement of Fact</b> to check what additional cover <b>You</b> have.
Associated Costs	The cost of clearing a site, demolition, making the <b>Building</b> safe or propping up the <b>Building</b> to carry out repairs.
Authorised Insurer	For Sections 1, 2 and 3 of <b>Your</b> policy, the authorised insurer is the insurance company or Lloyd's syndicate which covers <b>You</b> and is shown in <b>Your Statement of Fact</b> .
Bedroom	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
Building	The structure of <b>Your Home</b> and, if they form part of <b>Your Property</b> : <ul style="list-style-type: none"><li>• tennis hard courts, swimming pools, ornamental ponds, fountains and permanently fitted hot tubs;</li><li>• terraces, patios, paths, drives and car ports;</li><li>• boundary and garden walls, gates, hedges and fences;</li><li>• permanently fitted solar panels, wind turbines, electric vehicle charging points and ground source heating pumps;</li><li>• permanent <b>Fixtures and Fittings</b>; and</li><li>• tanks, drains, pipes and cables.</li></ul>
Business Equipment	Office furniture and home office equipment (e.g., computers, photocopiers and stock that is not held for sale), that is used for clerical business purposes.

Contents	<p>Household goods, <b>Valuables, Personal Possessions</b> and <b>Money</b> (up to £750) which <b>You</b> own or are legally responsible for, <b>Fixtures and Fittings</b> which belong to <b>You</b> as a tenant of <b>Your Home</b>, satellite dishes, masts, radio and television aerials which are fixed to <b>Your Home</b>.</p> <p><b>The following are not included as Contents:</b></p> <p>(a) Road vehicles or any other mechanically or electrically propelled or assisted vehicles or toys (except domestic gardening equipment, mobility scooters that do not need to be registered to be used on the road, electric wheelchairs, electrically assisted pedal cycles that do not exceed 15.5mph unassisted and remote-controlled or battery-powered models or toys). Caravans, horse boxes, trailers and trailer tents. Aircraft and hovercraft. Boats, boards and any other watercraft designed to be used in or on water.</p> <p>(b) Parts or accessories designed for or intended for use in or on any item defined in (a) above. (c) Any living creature.</p>
Endorsements	Any changes to the terms of <b>Your</b> policy.
Excess	The amount of money <b>You</b> must pay towards the cost of a claim. <b>Your</b> excess amounts are shown in <b>Your Statement of Fact</b> .
Fixtures and Fittings	<p>Built-in furniture. Built-in domestic appliances. Fixed glass and sanitary ware. Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters. Fixed wall, floor and ceiling coverings (other than carpets).</p>
Flood	Invasion of the <b>Property</b> by a sudden large volume of water from the ground up and outside the <b>Building</b> . This does not include water which has escaped from pipes, tanks and other fixed water apparatus at <b>Your Property</b> .
Heave	Upward movement of the ground beneath the <b>Building</b> as a result of the soil expanding or swelling.
Home	<p>The main residence occupied by <b>You</b> at the address shown in <b>Your Statement of Fact</b>, including <b>Outbuildings</b> which form part of the <b>Property</b>. Excludes items listed separately under <b>Building</b>.</p>
Important Notice	The document headed Important Notice which gives details of any changes to the terms and conditions of your policy in the last 12 months.
Insured Value	The amount shown in <b>Your Statement of Fact</b> as the most <b>We</b> will pay for any number of claims arising from the same event.

Landslip	Downhill movement of soil on sloping ground.
Money	Cash, cheques, money or postal orders, current postage stamps, National Insurance stamps, saving stamps or certificates, premium bonds, travellers' cheques, luncheon vouchers, gift tokens and travel or admission tickets. ( <b>We</b> will only pay the cost of replacing a ticket from the date of loss to the date it would have run out, and only if <b>You</b> cannot get a free replacement ticket.) Cover only applies if these are held for private purposes.
Outbuildings	Detached garages, sheds, greenhouses, summer houses and other permanent buildings which don't form part of the main <b>Building</b> of the <b>Home</b> , are within the boundaries of the <b>Property</b> or on the deeds of the <b>Property</b> , and which are used for domestic or business administration purposes. Outbuildings does not include: <ol style="list-style-type: none"> <li>1. Caravans</li> <li>2. Mobile homes</li> <li>3. Motor homes</li> <li>4. Stables</li> <li>5. Agricultural buildings</li> <li>6. Car ports or any structure that is open on one or more sides</li> <li>7. Aviaries, pigeon lofts and tree houses</li> <li>8. Structures made of canvas, PVC or any other non-rigid or inflatable material</li> <li>9. Non-permanent structures</li> </ol>
Period of Cover	The length of time the policy covers <b>You</b> as shown in <b>Your Statement of Fact</b> .
Personal Possessions	Clothing and personal items designed to be worn, used or carried, <b>Valuables</b> and <b>Money</b> . Pedal cycles including electrically assisted pedal cycles that do not exceed 15.5mph unassisted, sports equipment (other than excluded under <b>Contents</b> ) and camping equipment (excluding trailer tents), unless it is shown under <b>Contents</b> as not being covered.
Policyholder	The person(s) named in <b>Your Statement of Fact</b> .
Property	The <b>Building</b> and the land within its boundary.
Settlement	The natural downward movement as a result of the soil being compressed by the weight of the <b>Building</b> within 10 years of construction.
Statement of Fact	The document which gives details of <b>You</b> , the <b>Authorised Insurer</b> , the <b>Home</b> , the cover, the premium and the <b>Period of Cover</b> .
Storm	<ol style="list-style-type: none"> <li>a) Wind with gusts of at least 48 knots (55mph) and/or,</li> <li>b) Heavy rainfall at a rate of at least 25mm per hour and/or,</li> <li>c) Snow to a depth of at least one foot (30cms) in 24 hours and/or,</li> <li>d) Hail that causes damage to hard surfaces or breaks glass.</li> </ol>

Subsidence	Downward movement of the ground beneath the <b>Building</b> which is unconnected to <b>Settlement</b> .
Table of Excesses and Benefits	The Table of Excesses and Benefits shows <b>You</b> what compulsory excesses apply; the benefits available and what cover limits apply under each section of cover.
Unfurnished	When <b>Your Home</b> is not sufficiently furnished for normal living purposes for more than 60 consecutive days.
Unoccupied	When <b>Your Home</b> has not been lived in by <b>You</b> , or a person authorised by <b>You</b> , for more than 60 consecutive days.
Valuables	Jewellery, furs, watches, items made of gold, silver or other precious metals, photographic equipment (including video cameras), portable audio-visual equipment, laptops or other computer equipment (excludes equipment only capable of use when connected to mains electricity), mobile phones, microscopes, telescopes, binoculars, portable musical instruments, works of art and collections, or sets, of stamps/coins/medals. Does not include things like televisions or sofas.
We, Our, Us	The <b>Authorised Insurer</b> .
You, Your	The <b>Policyholder</b> , their spouse/partner, relatives, foster children and domestic employees normally living at <b>Your Home</b> .



## Your Contract of Insurance

This insurance has been arranged between an insurance company or certain underwriters at Lloyd's (the **Authorised Insurer**) and **You**, the insured. The name of the **Authorised Insurer** can be found in **Your Statement of Fact**.

This **Authorised Insurer** relied on the information and statements **You** gave when they agreed to provide cover. This information and statements together with this policy booklet, **Your Statement of Fact**, any **Important Notices** and any **Endorsements** form the contract of insurance and must be read together as one document. Please read these carefully to make sure they meet **Your** needs.

The **Authorised Insurer** has agreed to insure **You** under the terms, conditions and exclusions in or endorsed on this policy booklet. **You** are insured against liability, loss or damage that may happen during any **Period of Cover** for which **You** have paid or agreed to pay the required premium.

For Lloyd's underwritten policies: In order that these documents may be signed and issued as evidence of the insurance, the **Authorised Insurer** has entered into a written binding authority contract, which empowers an authorised Director of Automobile Association Insurance Services Limited to sign and issue this policy on behalf of Lloyd's underwriters.



## ▶ Section 1: Buildings

**Your Statement of Fact** will show if **You** have buildings cover.

### What is covered?

1. **Your Building** (see definitions).

**BUT NOT** the **Excess** which is shown on **Your Statement of Fact**.

OR fees which **You** incur:

- for preparing **Your** claim; or
- without our permission.

### What is it covered against?

**We** will pay for loss or damage to the **Building** caused by the following:

1. Fire, smoke, lightning, explosion, earthquake, **Storm**, **Flood**, and smudging as a result of fixed oil-fired central heating. **BUT NOT** loss or damage caused by **Storm** or **Flood** to gates, hedges or fences **OR** cigarette or tobacco burns, unless accompanied by flames **OR** scorching, melting, warping or other forms of heat damage caused without flames.
2. Theft or attempted theft. **BUT NOT** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;
3. Water or oil because of a burst, leaking or overflowing domestic water or heating installation, appliance or piping. This includes damage to any water installation caused by freezing or bursting.

#### **Trace and Access**

**We** will also pay up to the amount shown in the **Table of Excesses and Benefits** for the costs **We** have agreed in advance for locating the source of the damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search.

**BUT NOT** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;

**OR** loss or damage caused by **Subsidence**, **Heave** or **Landslip**;

**OR** loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on, unless **You** have buildings accidental damage cover on **Your Statement of Fact**;

**OR**

loss or damage caused by faulty, failed or inadequate grout or sealant.

The repair of the domestic water or heating installation failed pipe, appliance or piping is not covered under Trace and Access cover.

4. A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; or



- breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.

**BUT NOT** loss or damage caused by **Your** pets.

5. Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the object which has caused the loss or damage **BUT NOT** loss or damage caused by lopping, topping or felling of trees on

**Your Property.**

6. **Subsidence** or **Heave** of the site on which the **Building** stands or **Landslip.**

**BUT NOT** loss or damage to tennis hard courts, swimming pools, ornamental ponds, fountains, permanently fitted hot tubs, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences, unless **Your Home** is damaged by the same cause at the same time.

**OR** loss or damage caused by:

- coastal or riverbank erosion;
- demolition, structural alterations or structural repairs;
- faulty design or workmanship or using faulty materials;
- foundations which did not meet Building regulations at the time of construction;
- any loss or damage where compensation is provided by contract or legislation;
- damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **Your Home** are damaged at the same time by the same cause;
- damage to the **Building** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **Building**; or
- **Settlement.**

7. Malicious acts or vandalism.

**BUT NOT** loss or damage if **Your Home** was left **Unfurnished** or **Unoccupied** at the time of the loss or damage.

**OR** loss or damage caused by **You**, or any persons lawfully in **Your Home.**

**OR** caused while anyone who is not a member of **Your** family is living in the **Home** unless force and violence has been used to get into or out of the **Home.**

8. Riot, civil commotion, strikes, labour or political disturbances.

9. **Accidental Damage** for which **You** are legally responsible to cables, underground pipes or underground tanks servicing the **Property.**

**We** will also pay up to the amount shown in the **Table of Excesses and Benefits** for the cost of breaking into and repairing an underground pipe for which **You** are legally responsible for between the main sewer and **Your Home** if it is essential to clear a blockage because normal methods of releasing the blockage are unsuccessful.

For more information about which water and sewerage pipes are **Your** legal responsibility please visit [ofwat.gov.uk/consumerissues/rightsresponsibilities/supplypipes](http://ofwat.gov.uk/consumerissues/rightsresponsibilities/supplypipes)



## → Extra Benefits

### What is covered?

1. After loss or damage insured by this section, the **Associated Costs** which **We** agree to in advance;
  - architect's, surveyor's, consulting engineer's, legal and other fees **You** have to pay to reinstate the **Building**; and
  - any extra costs **You** have to pay when reinstating or repairing the **Building** to comply with Statutory Building Regulations or Municipal or Local Authority Bye-Laws or EC legislation unless **You** were given notice of the requirement before the loss or damage took place.

**BUT NOT** fees which **You** incur and **We** have not agreed in advance.

2. **Alternative accommodation and rent**

If **Your Home** cannot be lived in because of an event your policy covers **We** will pay:

- the costs **We** have agreed in advance for **Your** alternative accommodation (which is of a similar size and standard to **Your Home**) and that of **Your** domestic pets.
- any rent that **You** would have received;
- rent **You** still have to pay including up to two years' ground rent.

**BUT NOT** any costs for livestock and/or horses.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

3. **Theft or loss of keys**

**We** will pay for the cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **Your Home** if the keys are lost or stolen anywhere in the world.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

**BUT NOT** if **You** have cover under **Contents** cover or under a more specific policy.

4. If **You** sell the **Building** insured by this policy **We** will continue to provide cover until the completion of the contract of sale, as long as:
  - this period is not more than 90 days from the date of exchanging contracts or, in Scotland, the date of 'conclusion of missives'; and
  - **You** have already insured **Your** new **Building** under this policy.
5. If **You** sell the **Building** insured by this policy it will be covered for the benefit of the person who buys it until the completion of the contract of sale or 'conclusion of missives'. This does not apply if the buyer has taken out other insurance.

6. **Emergency Access – Home**

**We** will pay for damage to **Your Building** caused by fire, ambulance or police services if they have to make a forced entry to **Your Home** because of an emergency at **Your Home**.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

7. **Emergency Access – Garden**

**We** will pay for damage to **Your** trees, shrubs, plants and lawn caused by fire, ambulance or police services while attending an emergency at **Your Home**.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.



## Legal Liability as Owner

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim, or series of claims arising from any one event, towards amounts **You** and **Your** family legally have to pay as the owner but not occupier for accidents which happen in or around **Your Property** for:

1. Compensation for accidental death or injury to any person that happens during the **Period of Cover**;
2. Compensation for accidental loss of or damage to someone else's **Property** that happens during the **Period of Cover**; and
3. Any costs and expenses **You** have to pay in connection with defending any claims, provided that **You** get our written permission beforehand.

## Your Legal Liability for Buildings you have owned in the past

**We** will insure **Your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as the past owner of any Building which **You** lived in at the time of sale or disposal for incidents caused by defective work which happened in or around that Building and which resulted in:

- physical injury to or illness of any person other than employees; or
- loss of or damage to Property.

This insurance will continue for 7 years from the date this policy ends. But it will not apply if **Your** liability is covered under more recently effected or current insurance. The limit for all claims arising from any one accident is shown in the **Table of Excesses and Benefits**, plus costs and expenses which **We** agree to in writing.

## What is not covered?

1. Any cost or expense **We** have not agreed in writing.
2. Loss of or damage to property which **You** or **Your** family own or are responsible for.
3. **Your** Death or injury (including illness, disease and virus).
4. Any liability caused by occupation of any land, **Building** or the **Property**.
5. Any claim arising out of any trade, profession, employment, or business.
6. Any claim where **You** are entitled to cover under any other insurance.
7. Any liability **You** have under an agreement if **You** would not have that liability if the agreement did not exist.
8. Any liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.
9. Any claim brought in a court outside the UK.
10. Any building previously owned by a domestic employee.
11. Death, injury or damage caused by vehicles.



## → Accidental Damage

### Silver

⊕ Optional – Check your Statement of Fact

### Gold

⊕ Optional – Check your Statement of Fact

### Platinum

✓ Included as standard

**Your Statement of Fact** will show if **You** have cover under this section.

## What is covered?

Accidental loss or **Accidental Damage** to **Your Building**.

**BUT NOT** loss or damage caused by:

- insects, parasites or vermin;
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure;
- demolition, structural alterations or structural repairs; or
- **Settlement** or the **Building** moving, or shrinking.

**OR** loss or damage while any part of **Your Home** is lent, let, sublet or shared.

**OR** loss or damage shown as not insured under causes 1 to 8 of this section.



## Section 2: Contents

**Your Statement of Fact** will show if **You** have **Contents** cover.

### What is covered?

1. **Contents** (see definitions) up to the amount shown in the **Table of Excesses and Benefits**.
2. **We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim in respect of costs **We** have agreed in advance for alternative accommodation (which is of a similar size and standard to **Your Home**) for **You** and **Your** domestic pets and cost of temporary storage of the **Contents** if **Your Home** cannot be lived in because of loss or damage insured by this section of the policy. **We** will not pay any costs for livestock and/or horses.

### What is not covered?

1. The **Excess** which is shown on **Your Statement of Fact**.
2. Financial securities, certificates or documents of any kind, unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.
3. Shortages of **Money** due to clerical or accounting errors and/or omissions.
4. **Personal Possessions** valued more than £2,000 unless specified in the **Your Statement of Fact**.

### Where are they covered?

1. In **Your Home**.
2. Halls of Residence or other term-time student accommodation if stated in the **Table of Excesses and Benefits** under Student Contents.
3. While stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

### What are they covered against?

Loss or damage caused by:

1. Fire, smoke, lightning, explosion, earthquake, **Storm, Flood**, and smudging as a result of fixed oil-fired central heating. **BUT NOT** cigarette or tobacco burns, unless accompanied by flames **OR** scorching, melting, warping or other forms of heat damage caused without flames.
2. Theft or attempted theft.  
**BUT NOT** while **Your Home** or any part of it is lent, let, sublet or shared, unless there is forcible and violent entry into or exit from it;  
**OR** loss or damage caused by **You** or any persons lawfully in **Your Home**;  
**OR** if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;



**OR** to **Valuables** or **Money** contained in an **Outbuilding**.

The most **We** will pay for any one claim for loss or damage to **Contents** contained in **Outbuildings** at the **Property** is shown in the **Table of Excesses and Benefits**.

3. Water or oil as a result of a burst, leaking or overflowing domestic water or heating installation or from any domestic appliance;

**BUT NOT** if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;

**OR** loss or damage to the tanks, pipes, appliances or heating systems themselves;

**OR** loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on unless **You** have **Accidental Damage** on

**Your Statement of Fact**;

**OR** loss or damage caused by faulty, failed or inadequate grout or sealant.

4. A collision or impact involving:
  - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; or
  - breakage or collapse of a television or radio aerial, satellite dish, or their fittings and masts.

**BUT NOT** caused by **Your** pets.

5. Falling trees, branches, lamp posts or telegraph poles, electricity pylons, poles or overhead cables.

**BUT NOT** loss or damage caused by lopping, topping or felling of trees on

**Your Property**.

6. **Subsidence** or **Heave** of the site on which the **Building** stands or **Landslip**.
7. Malicious acts or vandalism.

**BUT NOT** if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;

**OR** caused by **You** or any persons lawfully in **Your Home**;

**OR** caused by or arising from the erasure or distortion of information on computer equipment.

**OR** caused while anyone who is not a member of **Your** family is living in the **Home** unless force and violence has been used to get into or out of the **Home**.

8. Riot, civil commotion, strikes, labour or political disturbances.

## → Additional Benefits

### What is covered?

#### 1. Credit cards

Financial loss anywhere in the world following the fraudulent use of any credit card, cheque card, banker's card, debit or cash card. (The card must be issued in Great Britain, Isle of Man, Channel Islands or Northern Ireland), where **You** have reported **Your** credit card, cheque card, banker's card, debit or cash card for unauthorised or fraudulent use.

**BUT NOT** financial loss where:



- the loss of the card has not been reported to the police and the card company within 24 hours after discovering the loss;
- **You** have not complied with card company's terms and conditions;
- **You** have used the card fraudulently; or
- There has been unauthorised use by **You**.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

## 2. **Fridge or freezer contents**

Deterioration of food or drink in the freezer or fridge in **Your Home** as a result of:

- refrigerant fumes;
- the accidental failure of the freezing unit;
- an accidental power failure.

The cost of hiring another freezer where **We** have agreed that this is necessary to try and lessen the claim.

**BUT NOT** loss or damage caused by the deliberate act of the supply authority.

**OR** loss or damage if **Your Home** was **Unoccupied** at the time of the loss or damage.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

## 3. **Theft or loss of keys**

The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **Your Home** if the keys are lost or stolen anywhere in the world.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

## 4. **Loss of metered water or heating oil**

- Loss of metered water or heating oil following **Accidental Damage** to the domestic water or heating installation in **Your Home**.
- Theft of heating oil from **Your Property**

**BUT NOT** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of loss or damage.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

## 5. **Contents in the open**

The **Contents** are insured while they are outdoors but within the **Property** against loss or damage as a result of causes 1 to 8 of this section.

**BUT NOT** loss or damage caused by **Storm, Flood** or shown as not insured under causes 1 to 8 of this section.

**OR** loss or damage to:

- plants, trees, lawn or shrubs; or
- **Valuables** or **Money**.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

## 6. **Contents temporarily removed**

Loss or damage as a result of causes 1 to 8 of this section while the **Contents** are temporarily away from **Your Home** but within Great Britain, Isle of Man, Channel Islands, Northern Ireland, Republic of Ireland or continent of Europe.

**BUT NOT** loss or damage shown as not insured under causes 1 to 8 of this section.



**OR** loss or damage caused by theft unless it involves forcible and violent entry to or exit from a building, other than a building in which **You** are employed or temporarily living.

**OR Accidental Damage to Contents** unless **You** have selected **Personal Possessions** cover.

**OR Contents** away from **Your Home** for sale or exhibition.

**OR** loss or damage to **Contents** temporarily in Halls of Residence or other term-time student accommodation (unless stated in the **Table of Excesses and Benefits** under Student Contents).

**OR** loss or damage to **Contents** in a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the **Property**.

The most **We** will pay for any one claim, or for loss or damage caused by theft or attempted theft to **Contents** contained in an **Outbuilding** is shown in the **Table of Excesses and Benefits**.

**7. Contents belonging to visitors**

Loss or damage as a result of causes 1 to 8 of this section to **Contents** belonging to **Your** visitors.

**BUT NOT** loss or damage to **Contents** which:

- are covered by other insurance; or
- belong to a paying guest or lodger.

The most **We** will pay for any one claim for any one visitor is shown in the **Table of Excesses and Benefits**.

**8. Celebration cover**

**We** will increase the **Insured Value** by the amount shown in the **Table of Excesses and Benefits** for 30 days before and 30 days after:

- a religious festival
- **Your** wedding or civil ceremony
- the birth or adoption of **Your** child
- **Your** anniversary or birthday

**9. Fatal accident**

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim if the **Policyholder** or their spouse/partner die within 60 days as a direct result of fire, theft or assault by an intruder in the **Building**.

**10. Household removal**

The **Contents** are insured while they are being moved by a professional removal contractor to **Your** new **Home** anywhere in Great Britain, Isle of Man, Channel Islands or Northern Ireland.

**BUT NOT** loss or damage while in a furniture store for more than 14 days during the course of removal.

**11. Home office**

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for loss or damage to **Business Equipment** within **Your Home** as a result of causes 1 to 8 of this section.



**BUT NOT** loss or damage shown as not insured under causes 1 to 8 of this section.

## 12. Title deeds

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** to replace the title deeds of **Your Property** following loss or damage as a result of causes 1 to 8 of this section while they are in **Your Home**.

## 13. Digital information

**We** will pay for the cost of replacing information **You** have legally purchased and stored on **Your** computer, mobile phone or other computer equipment that can't be recovered and can be evidenced. The loss or damage must have been the result of causes 1 to 8 of this section. The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**.

**BUT NOT** the costs of remaking a file, tape, disc or disk.

**OR** rewriting the information contained on **Your** equipment.

## 14. Garden Cover

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for loss or damage to hedges, lawns, trees, shrubs and plants that **You** own, which are outside the **Home** but within the boundaries of the **Property**, as a result of causes 1 to 8 of this section.

**BUT NOT** loss or damage not insured under causes 1 to 8 of this section or damage:

- caused by natural ageing
- to trees or shrubs which is not caused by theft
- caused by domestic animals, birds or pets
- caused by frost
- caused by **Subsidence, Landslip** or **Heave** unless **Your Home** is damaged by the same cause at the same time.
- caused by smoke or bonfires.
- from light or atmospheric or climatic conditions.
- caused by insect, vermin, rot, mildew, fungus or poisoning.

# → Your Liability

## What is covered?

### 1. Occupiers and Personal Liability

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim, or series of claims arising from any one event, towards amounts **You** legally have to pay as the occupier of **Your Property** or a private individual for:

- Compensation for accidental death or injury to any person that happens during the **Period of Cover**.
- Compensation for accidental loss of or damage to someone else's property that



- happens during the **Period of Cover**; and
- Any costs and expenses **You** have to pay in connection with defending any claims, provided that **You** get our written permission beforehand.

## 2. Liability to Your Domestic Employees

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim, or series of claims arising from any one event, towards amounts **You** and **Your** family legally have to pay for:

- Compensation for accidental death or injury to any person in **Your** domestic employment within Great Britain, Isle of Man, Channel Islands or Northern Ireland that happens during the **Period of Cover**; and
- Any costs and expenses **You** have to pay in connection with defending any claims, provided that **You** get our written permission beforehand.

## What is not covered?

1. Any cost or expense **We** have not agreed in writing.
2. Death or injury or illness (including disease and virus) suffered by **You** or **Your** employees other than **Your** liability to **Your** domestic employees under 2. Liability to Your Domestic Employees.
3. Any claim arising directly or indirectly from passing on a disease or virus.
4. Loss of or damage to property (other than temporary holiday accommodation) which belongs to or is in the care of **You** or anyone **You** employ; or
5. Any claim arising out of any trade, profession, employment, or business
6. Any claim arising out of owning, possessing, or using:
  - Road vehicles or other mechanically propelled or assisted vehicles and all their parts and accessories (which includes adults' and children's motor vehicles, motorcycles and e-scooters, ride on toys and off-road vehicles such as quad bikes), other than domestic garden equipment while it is being used within the boundaries of **Your Property** (e.g. ride on lawnmower), electric wheelchairs, electrically assisted pedal cycles that do not exceed 15.5mph unassisted and remote-controlled or battery-powered models or toys.
  - Any aircraft (including gliders and hang-gliders), watercraft, hovercraft and all their parts and accessories.
  - Any flying device such as drones or model aircraft.
  - Boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:
    - pedestrian controlled models or toys;
    - hand- or foot-propelled boats which you do not own.
  - Caravans, horse boxes and trailers.
  - Firearms (other than legally held shotguns or airguns for sporting activities);
7. Any liability as a result of ownership, custody, control or use of:
  - any dogs listed as dangerous under the Dangerous Dogs Act 1991, the Dangerous



Dog (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010, or any amendments to these acts; or

- any dog that is dangerously out of control as stipulated within the Dangerous Dogs Act or for which legal action has already been taken.
  - Any species of animal not domesticated in the UK.
  - Any species of horse including ponies, donkeys and mules.
8. Any claim arising out of pollution or contamination.
  9. Any claim brought in a court outside the UK.
  10. Any claim where **You** are entitled to cover under any other insurance; and
  11. Any liability **You** have under an agreement if **You** would not have that liability if the agreement did not exist.
  12. Any liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

## → Irrecoverable Court Awards

### What is covered?

**We** will pay all amounts which **You** have been awarded in a court in Great Britain, Isle of Man, Channel Islands or Northern Ireland if after three months the amounts have not been paid to **You** in accordance with the courts award.

**We** will only make this payment if the 'what is covered' liability section of the policy would have insured **You** if the award had been made against **You** rather than in **Your** favour.

**We** have the right after settling **Your** claim to take any action **We** become entitled to upon making payment.

**You** are not covered if the incident leading to court action happened outside the **Period of Cover**. **OR** for liability if **You** are the judgement debtor.

**We** will not pay if anyone is appealing against **Your** award.

The limit for all claims (including legal costs) arising from any one incident is shown in the **Table of Excesses and Benefits**.

## → Tenant's Liability

### What is covered?

1. **We** will insure **You** for all amounts which **You** have legal liability to pay under a tenancy agreement for **Your Building** for the cover detailed for causes 1 to 10 shown below. **BUT NOT** the **Excess** which is shown in the **Table of Excesses and Benefits** or in **Your Statement of Fact**.



**OR** fees which **You** incur:

- for preparing **Your** claim; or
- without **Our** permission.

**OR** liability for any loss or damage which happens if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage.

**OR** liability as a result of **You** owning or leasing the **Building**.

**OR** liability arising from The Party Wall etc. Act 1996, which provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring **Buildings**.

The most **We** will pay for any one claim is shown in the **Table of Excesses and Benefits**

## What is it covered as a result of?

Loss or damage caused by:

1. Fire, smoke, lightning, explosion, earthquake, **Storm**, **Flood** and smudging as a result of fixed oil-fired central heating.

**BUT NOT** loss or damage caused by **Storm** or **Flood** to gates, hedges or fences **OR** cigarette or tobacco burns, unless accompanied by flames **OR** scorching, melting, warping or other forms of heat damage caused without flames.

2. Theft or attempted theft

**BUT NOT** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage.

3. Water or oil because of a burst, leaking or overflowing domestic water or heating installation, appliance or piping. This includes damage to any water installation caused by freezing or bursting.

**BUT NOT** if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage;

**OR** loss or damage to the tanks, pipes, appliances or heating systems themselves;

**OR** loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on unless **You** have **Accidental Damage** on

**Your Statement of Fact**;

**OR** loss or damage caused by **Subsidence**, **Heave** or **Landslip**.

4. Collision or impact involving:

- a vehicle, aircraft or other aerial device (or anything falling from them), or animal; or
- breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.

**BUT NOT** loss or damage caused by **Your** pets.

5. Falling trees, branches, lamp posts or telegraph poles, electricity pylons, poles or overhead cables.

**BUT NOT** the cost of removing the object which has caused the loss or damage to **Your Property**;

**OR** loss or damage caused by lopping, topping or felling of trees on **Your Property**.



6. **Subsidence or Heave** of the site on which the **Building** stands or **Landslip**.  
**BUT NOT** the **Excess** which is shown in the **Table of Excesses and Benefits** or on **Your Statement of Fact**.  
**OR** loss or damage to tennis hard courts, swimming pools, ornamental ponds, fountains, permanently fitted hot tubs, terraces, patios, paths, drives, car ports, boundary and garden walls, gates, hedges and fences, unless **Your Home** is damaged by the same cause at the same time.  
**OR** loss or damage caused by:
- coastal or riverbank erosion;
  - demolition, structural alterations or structural repairs;
  - faulty design;
  - foundations which did not meet Building Regulations at the time of construction;
  - any loss or damage where compensation is provided by contract or legislation;
  - damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **Your Home** are damaged at the same time by the same cause;
  - damage to the **Building** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **Building**; or
  - **Settlement**.
7. Malicious acts or vandalism.  
**BUT NOT** loss or damage if **Your Home** was left **Unfurnished** or **Unoccupied** at the time of the loss or damage.  
**OR** loss or damage caused by **You**, or any persons lawfully in **Your Home**.  
**OR** caused while anyone who is not a member of **Your** family is living in the **Home** unless force and violence has been used to get into or out of the **Home**.
8. Riot, civil commotion, strikes, labour or political disturbances.
9. **Accidental Damage** for which **You** are legally responsible to cables, underground pipes or underground tanks servicing the **Property**.
10. **Accidental Damage** to glass, ceramic hobs and sanitary fittings all of which are fixed to and forming part of **Your Home**.

## → Accidental Damage

### Silver



Optional – Check your Statement of Fact

### Gold



Optional – Check your Statement of Fact

### Platinum



Included as standard

**Your Statement of Fact** will show if **You** have cover under this section.



## What is covered?

### 1. Accidental Damage to the Contents

**BUT NOT** the **Excess** which is shown in the **Table of Excesses and Benefits** or on **Your Statement of Fact**.

**OR** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage.

**OR** financial securities, certificates or documents of any kind unless they are stored in a bank safe deposit or in the strongroom of a bank or solicitor's offices.

**OR Money**

**OR Personal Possessions** valued more than £2,000 unless specified in **Your Statement of Fact**.

## Where are they covered?

1. In **Your Home**.
2. While they are outdoors but within the boundaries of **Your Home**. The most **We** will pay is shown in the **Table of Excesses and Benefits**.
3. While they are being moved by a professional removal contractor anywhere in Great Britain, Isle of Man, Channel Islands and Northern Ireland.

## Where they are not covered?

1. In a furniture store for more than 14 days during removal.
2. While away from **Your Home** for sale or exhibition.
3. In Halls of Residence or other term-time student accommodation.
4. In a caravan, mobile home or motor home, unless the caravan, mobile home or motor home is within the **Property**.

## What are they covered against?

1. Accidental loss or **Accidental Damage** (in addition to causes 1 to 8 covered under Section 2 - **Contents**).

**BUT NOT** any loss or damage shown as not insured under causes 1 to 8 of Section 2 - **Contents**

**OR** Any loss or damage while any part of **Your Home** is lent, let, sublet or shared.

**OR** loss or damage if **Your Home** was **Unfurnished** or **Unoccupied** at the time of the loss or damage.

**OR** damage caused by or arising from:

- insects, parasites or vermin;
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;



- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to **Your Building**.

**OR** loss or damage caused by or arising from the erasure or distortion of information on computer equipment, including damage to computers by viruses or contamination.

## ► Section 3: Personal Possessions


### Silver

 **Optional – Check your Statement of Fact**

### Gold

 **Optional – Check your Statement of Fact**

### Platinum

 **Included as standard**

**Your Statement of Fact** will show if **You** have cover under this section along with the cover limit and any specified items.

## What is covered?

1. **Personal Possessions** which belong to **You** or which **You**:
  - are responsible for under a hiring or legal agreement; or
  - have in **Your** custody and are legally liable for.The most **We** will pay for any item, collection or set is the amount shown on **Your Statement of Fact**.
2. Items specified as showing as covered away from **Home** in **Your Statement of Fact** up to their cover limit.

## What is not covered?

1. The **Excess** which is shown in the **Table of Excesses and Benefits** or on **Your Statement of Fact**.
2. Contact lenses.
3. Shortages of **Money** due to clerical or accounting errors and/or omissions.
4. **Personal Possessions** in the custody or control of any member of **Your** family whilst they are living away from the **Home** in Halls of Residence or any other term-time student accommodation.
5. **Personal Possessions** valued more than £2,000 unless specified in **Your Statement of Fact**.



## Where are they covered?

1. **Personal Possessions** that are valued up to £2,000 are covered outside **Your Property** whilst in **Your** custody or control.
2. **Personal Possessions** valued more than £2,000 that **You** have specified in the **Statement of Fact**, to be covered away from **Home**, are covered up to their specified limit anywhere in the world whilst in **Your** custody or control.

**We** will pay up to the amount shown in the **Table of Excesses and Benefits** for any one claim caused by theft or attempted theft from an unattended motor vehicle on or away from **Your Property**.

## What are they covered against?

1. Accidental loss or **Accidental Damage** (in addition to causes 1 to 8 covered under Section 2 - **Contents**).

**BUT NOT** any loss or damage shown as not insured under causes 1 to 8 of Section 2 - **Contents**

**OR** sports equipment and portable musical instruments which are damaged while in use.

**OR** damage caused by or arising from:

- insects, parasites or vermin;
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- faulty design or workmanship or using faulty materials; or
- chewing, scratching, tearing or fouling by pets; or
- mechanical or electrical breakdowns or failure.

**OR** theft of unattended pedal cycle(s) unless the bicycle is locked in a building or attached by a security device between the cycle frame or back wheel to a permanently fixed structure or a cycle rack which is secured to a motor vehicle.

**OR** loss or damage caused by or arising from the erasure or distortion of information on computer equipment, including damage to computers by viruses or contamination.

**OR** loss or damage caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

## ► Making a claim – Sections 1 to 3

These conditions tell **You** what to do if **You** want to make a claim and how **We** will settle **Your** claim:

- Notify the police as soon as possible and get a crime reference number if the loss or damage has been caused by theft, attempted theft, malicious people, riot, civil commotion, strikes, labour or political disturbance.
- Check **Your** policy documents and **Statement of Fact** carefully to make sure that the loss or damage is covered under **Your** insurance.
- Phone **Us** on the number shown on **Your Statement of Fact** as soon as possible.
- Let **Us** know about any writ, summons or likely prosecutions.
- As soon as reasonably possible after the injury, loss or damage, provide **Us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **We** may reasonably require, and estimates for repair or replacement. **We** will not pay for this information unless agreed by **Us** in writing.
- If **You** have had to pay a tradesperson to make urgent repairs necessary to prevent further loss or damage, **You** should ask for and keep hold of any receipts they give **You** and take photos to document the damage prior to repairs being undertaken.
- For non-urgent repairs or replacements please follow the instructions **We** give **You**. **We** may ask **You** to get estimates or want to see the damage ourselves before agreeing to any work.
- If **We** ask, **You** must allow **Us**, an approved supplier or a loss adjuster access to inspect the damage to **Your Buildings** and **Contents**.

### Important, please ensure:

- **You** or anyone acting for **You** doesn't negotiate, admit or deny any claim without our written permission.
- **You** or anyone acting for **You** doesn't dispose of any damaged items until **We** have had the chance to inspect them.



If **You** have any questions about making a claim please phone our customer service team on 0330 053 0203

## How We settle Your Buildings claim

At our option **We** will:

- repair or rebuild the damaged part using our suppliers; or
- make a cash payment if **You** wish to use **Your** own supplier.

If **We** make a cash payment because **You** choose to use **Your** own supplier, **We** will only pay **You** what it would have cost **Us** using our suppliers and therefore the amount **You** receive may be lower than the cost charged by **Your** suppliers.

If a repair is not carried out, or if the loss or damage involves part of the **Building** that is in a poor state of repair or redecoration, then **We** will decide to either:

- a) pay the cost of rebuilding or repairing the damage, less a deduction for any wear and tear; or
- b) pay the difference in the market value of the **Building** immediately before and immediately after the damage. This amount will not exceed what **We** would have paid under point a).

## How We settle Your Contents claim

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. It is at our option that **We** will:

- pay the cost of repair;
- replace the item as new; or
- pay the cost of replacing the item as new.

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the discounted replacement price **We** would normally pay.

Where **We** cannot repair or replace the item as new through our preferred suppliers, **We** will pay the full replacement cost of the item with no discount applied.

If the **Insured Value** shown on **Your Statement of Fact** represents less than 100% of the full replacement cost of the **Contents of Your Home**, **We** will reduce the amount claimed in proportion with the underinsurance. For example, if the **Insured Value of Your Contents** shown on **Your Statement of Fact** represents 75% of the amount needed to replace all the **Contents**, **We** will only pay 75% of **Your** claim.

### Repair guarantee

Repairs completed by our approved repairers as a result of a claim covered by this insurance are guaranteed.

The length of guarantee will vary depending on **Your Authorised Insurer** but will be a minimum of 12 months.

### Matching suites or sets

**We** treat matching sets differently depending on the level of cover **You** have selected. Please refer to **Your Statement of Fact** to confirm what level of cover **You** have.

Where **You** have selected the Silver or Gold level of cover, **We** treat each item of a matching set or suite of furniture, sanitary fittings, soft furnishings, carpets or other fixtures or fittings as a single item.

**We** will only pay the cost of repairing or replacing the damaged item. **We** will not pay for repairing or replacing:

- any undamaged area of floor covering and flooring covered by the policy, outside a room or another clearly identifiable boundary within which the damage happened; or
- any undamaged item that is part of a matching set or suite, where damage occurs to a specific item of the matching set or suite.

Where **You** have selected the Platinum level of cover, for any part of the set or suite that is lost or damaged which **We** cannot repair or replace **We** will:

- pay the cost of replacing the set or suite as new;
- replace the set or suite as new;
- make a cash payment which will not be more than the amount it would have cost **Us** to replace the set or suite using our own suppliers.

If **We** ask, **You** must give up the undamaged parts of the set or suite to **Us** where the full replacement cost has been paid.

## Our rights

**We** are entitled to:

- takeover, defend or settle any legal action in **Your** name;
- take legal action at our expense and for **Our** benefit, but in **Your** name, to recover any payment **We** have made under the policy; and
- receive directly from **You** any help and information **We** may need.

## Salvage

**We**, or **Our** agent may enter any **Building** where there has been loss or damage and deal with any salvage. However, **You** must not abandon **Property** to **Us**.

## Other insurance

If **You** claim under this insurance and there is any other insurance covering the same liability, loss or damage, **We** will pay only our proportionate share of the loss or damage.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible

for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## **Automatic reinstatement to the maximum Insured Value**

**We** will normally automatically reinstate **Your** cover to the maximum **Insured Value** and any limits set out in **Your** policy from the date **We** pay any claim. If **We** are not going to do this, **We** will give **You** written notice before **We** pay **Your** claim.

## **Fraudulent claims and statements**

If **You** or anyone acting on **Your** behalf makes any claim or statement knowing it to be false or fraudulent as regards, amount or otherwise, or if any loss or damage is caused by **Your** wilful act or with **Your** awareness, **We** will not pay the claim and all cover under this policy will cease and **You** will lose all premiums **You** have paid for this policy. In addition, **We** may recover any sums paid by way of benefit under the policy.

If **You** fraudulently provided **Us** with false information, statements or documents, **We** may record this on anti-fraud databases; **We** may also notify other organisations including the police.

# General Exceptions that apply to Sections 1 to 3

It is important **You** read the general exceptions and general conditions so that **You** understand the basis of which **You** have undertaken this insurance.

## **This policy does not cover the following**

### **1. Damage caused over time**

Loss or damage arising from causes that happen gradually over time including deterioration, wear and tear, corrosion, rot or similar causes.

### **2. Business Use**

Loss of or damage to property owned, used or held in trust in connection with any business, profession or trade other than what is covered by Section 2 'Home office'.

### **3. Loss of value or depreciation**

Any fall in market value as a result of repairs or reinstatement.

### **4. Confiscation**

Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.

### **5. Fraudulent payment**

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.

### **6. Disease or Virus**

Any legal liability, injury, loss or damage to any property and/or person, or any resulting loss or expense, directly or indirectly caused by or contributing to or arising from:

- any disease or virus contagious or otherwise,
- the fear or threat of any disease or virus,
- government or local authority action in response to any disease or virus.

### **7. Existing damage**

Incidents which took place before the start of this insurance.

### **8. War**

Loss, damage, liability or injury, directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or destruction or damage of property by or under the order of any government or public or local authority.

### **9. Sonic Bangs**

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

**10. Radioactive contamination**

Any legal liability, loss or damage to any property, or any resulting loss or expense directly or indirectly caused by or contributing to or arising from:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts; or
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**11. Riot**

Loss or damage directly or indirectly caused by riot or civil commotion outside Great Britain, Isle of Man, Channel Islands or Northern Ireland.

**12. Pollution or contamination**

Any loss, damage, injury or liability arising from pollution or contamination unless caused by:

- a sudden and unforeseen and identifiable accident; or
- leakage of oil from a domestic oil installation at **Your Property**.

**13. Electronic data and computer viruses**

Any loss, damage, destruction, distortion, erasure, corruption, legal liability or alteration to any equipment or electronic data directly or indirectly caused by computer viruses or other attacks such as hacking, malfunction, or the fault of the user.

Computer viruses includes but is not limited to 'Trojan Horse', 'worms' and 'time or logic bombs'.

**14. Terrorism**

Any loss, damage or liability arising from any act of terrorism including but not limited to harm or damage to life or to property by using biological, chemical or nuclear pollution, contamination or cyber-attack.

Any act which could be defined as terrorism under the Terrorism Act 2000.

**15. Deliberate acts**

Any legal liability, injury, loss or damage to any property and/or person caused by or resulting from any unlawful, deliberate, wilful or malicious acts by **You** or anyone lawfully in **Your Home**.

**16. Defects and faults**

Any loss or damage due to defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions.

**17. Indirect loss**

**We** will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless specifically stated in this policy.

# ► General Conditions that apply to Sections 1 to 3

## 1. Inaccurate information

It's important that the information provided by **You** or on **Your** behalf is provided honestly, fully and to the best of **Your** knowledge.

If any of **Your** insurance, or personal, details set out on **Your Statement of Fact** are incorrect or incomplete, or if **You** need to make a change (e.g., change of address), please call our customer service team as soon as possible. Failure to do so may result in **Your** insurance being cancelled or treated as if it never existed, or in **Your** claim being rejected or not fully paid.

## 2. Transfer

The **Policyholder** can transfer their interest in this insurance to someone else with **Our** written permission.

## 3. Cancellation

Procedures are explained below dependent on who invokes cancellation.

Please note that if **You** cancel **Your** policy or it is cancelled by **AAISL** or **Your Authorised Insurer** for any reason, then any **Additional Cover** shall automatically be cancelled on the same date.

No refund will be allowed if a claim has been made or has arisen during the **Period of Cover**.

## Cancellation by You



**You** may cancel **Your** policy at any time. If **You** need to cancel **Your** policy, contact **AAISL** on **0330 053 0203** or write to AA Insurance Services, Q3 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, Tyne & Wear, NE12 8EX

### 1. Cancellation within 14 days if cover has not commenced

If **You** cancel **Your** policy before it is due to start, **We** will refund any premium paid and the **AAISL** arrangement fee\* of £14.99 in full for **Your** policy.

### 2. Cancellation within 14 days if cover has commenced

If **You** cancel within 14 days of **Your** policy starting or within 14 days of receiving **Your** policy documents (whichever is later), **We** will refund any premium paid less the proportionate charge from **Your Authorised Insurer** for the period of cover **You** have received and the **AAISL** arrangement fee\* of £14.99 for **Your** policy.

### 3. Cancellation outside 14 days

If **You** cancel after 14 days have passed, **Your Authorised Insurer** will refund any premium paid, less an amount for the period the policy has been in force.

**AAISL** will charge a cancellation fee\* of £30 for **Your** policy. **AAISL** will also retain its arrangement fee\* of £14.99, for **Your** policy.

If **You** have chosen to pay **Your** annual premium by instalments and a claim has been made **You** must pay in full any premium due.

### **AAISL (Instalment Defaults)**

If **You** are paying by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel this insurance (and any **Additional Cover**) following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium from the **Authorised Insurer** and apply it to pay or reduce any sums owed to **AAISL** including **AAISL's** cancellation fee\* of £30 for **Your** policy, its arrangement fee\* of £14.99 for **Your** policy and any premium outstanding on any **Additional Cover**. Any residual balance of return premium remaining after these deductions will be paid to **You**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available from the **Authorised Insurer** and no refund of any **AAISL's** fees\* will be made and **You** must pay the sum **You** owe to **AAISL** contained in the default notice in full.

### **Cancellation by The Authorised Insurer or AAISL (excluding instalment default cancellations)**

The **Authorised Insurer** or **AAISL** may cancel this insurance if there are serious grounds to do so, these are:

1. **You** provide **Us** with inaccurate or incomplete information.
2. **You** act in a fraudulent manner.
3. **You** fail to pay the premium.
4. **You** use threatening or abusive behaviour or language towards **Our** staff or suppliers.
5. **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure.

**Your Authorised Insurer** or **AAISL** will send at least 7 days written notice to **Your** last known address. Should **You** make a change which means the risk is no longer acceptable for **Us** to insure, the policy would then be cancelled with immediate effect. The **Authorised Insurer** reserves the right to backdate the cancellation to the date **Your** details changed which made it no longer acceptable for **Us** to insure. Provided no claim has been made a full pro rata premium refund from the date of cancellation will be paid to **You** (but no refund of any **AAISL** arrangement or cancellation fees\* will be made with the exception of point 5 when no cancellation fee will be charged).

In the event of the **Authorised Insurer** becoming insolvent or becoming unable to pay its debts or ceasing to trade or taking or being the subject of any step in any form of insolvency proceedings, **You** irrevocably authorise that **AAISL** may, as **Your** agent, at **AAISL's** discretion, cancel this insurance by sending notice of cancellation to the

**Authorised Insurer** and by sending at least seven days notice of cancellation to **You** last known address. **You** also irrevocably authorise **AAISL** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current **Period of Cover**.

If **AAISL** becomes insolvent then the **Authorised Insurer** may either, at its option (1) appoint an administrator to take over **AAISL's** role of collecting premium from **You** and passing such premium to the **Authorised Insurer**, or (2) cancel this policy upon 30 days' notice and give **You** a refund of any premium paid in respect of the unexpired period left on the policy. In the latter case, the **Authorised Insurer** may contact **You** to offer **You** a replacement policy directly with the **Authorised Insurer**. The **Authorised Insurer** shall ensure that the offer of a replacement policy is on no worse terms than **Your** existing policy. Purchasing such replacement policy with the **Authorised Insurer** shall be optional.

\*Fees chargeable by **AAISL** in the event of cancellation as referred to in this section shall become due under **Your** separate contract with **AAISL** as set out in the document entitled 'About our insurance services'. (This contract will also be cancelled if **You** cancel **Your Contents** Insurance policy). Any cancellation by **You**, the **Authorised Insurer** or **AAISL** will not affect any rights and responsibilities arising before cancellation takes place.

If fraud has been identified, then the **Insurer** or **AAISL** may cancel **Your** policy with immediate effect or backdate it to when the fraud was committed. **You** would be notified by letter to **Your** last known address and there will be no refund of any premium or arrangement fee\* paid by **You** for **Your** policy.

#### 4. Taking care of Your Property

**You** must do all that **You** can reasonably do to avoid injury, loss or damage, protect **Your Property**, and maintain the **Buildings** and **Contents** in good repair. **You** must make sure other people do the same. **Your** policy doesn't cover loss or damage caused by wear and tear or a lack of maintenance. In particular, **You** need to maintain **Your Property**, there are some basic things **You** can do, for example:

On the Outside:

- Check for missing or slipped tiles, or rotten window frames.
- Ensure that gutters and downpipes aren't damaged or blocked by leaves.
- Keep any trees and shrubs near **Your Home** well-trimmed.
- If **Your Home** uses oil, as well as carrying out visual checks yourself, **You** should arrange for the tank and associated pipework to be checked regularly by a competent person.

On the Inside:

Check and replace sealant and grout around baths and showers regularly – these need to be maintained to prevent leakage and we won't cover escape of water damage caused by them failing.

## 5. Notifying changes

The **Policyholder** must contact **AAISL** as soon as possible about any change to the information contained in the **Statement of Fact** which may affect this insurance, this includes any changes concerning the **Policyholder**, their spouse/partner, relatives and domestic employees, normally living at **Your Home**. For **Your** home insurance policy to continue to be valid, **You** must advise **AAISL** beforehand if **You**:

- move **Home**;
- know **You** are going to leave **Your Home Unoccupied** for more than 60 consecutive days; or
- are going to have structural building works or make significant changes to **Your Home**, including increasing the number of **Bedrooms** or an extension.
- change **Your** name;
- change **Your** occupation or profession;
- change the occupancy of **Your Home**;
- have made changes to **Your Home** resulting in an increased number of **Bedrooms**;
- let out **Your Home** to tenants or share with lodgers;
- have registered **Your Home** as a business address or use **Your Home** in any part for business, trade or a profession, unless it is just for clerical work and no clients or customers visit, which **You** have not previously notified **AAISL** of;
- have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
- have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings; or
- have suffered a break-in or attempted break-in to **Your Home** which **You** have not previously notified **Us** of.

**OR** if **Your**:

- **Home** is not in a good state of repair;

**AAISL** will charge an administration fee of up to £15 if **You** require changes to **Your** policy.

## 6. Policyholder protection

To safeguard the interest of the **Policyholder** under this policy the **Policyholder** irrevocably appoints **AAISL** to act for the **Policyholder** to cancel this policy if **AAISL** believes it is in the best interest of the **Policyholder** to do so.

## 7. Applicable Law

The **Policyholder** and the **Authorised Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which the **Policyholder** resides at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If the **Policyholder** is not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

## 8. Language

The terms and conditions and all other information concerning this insurance are supplied in the English language and **We** undertake to communicate in this language for the duration of the policy.

## 9. Third Parties

None of the terms and conditions, or benefits, of **Your** insurance cover are enforceable by anyone else other than **You** or someone **You** have authorised. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable), or any replacement or amendment of such act, are excluded.

## 10. Fraud

If dishonesty or exaggeration is used by **You**, **Your** family or anyone acting on behalf of **You** or **Your** family to obtain:

- a claims payment under **Your** policy; or
- cover for which **You** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **You** may not be entitled to a refund of premium and legal action may be taken against **You**.

## 11. Financial sanctions

The **Authorised Insurer** or **AAISL** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the insurance period, the **Authorised Insurer** or **AAISL** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **Your** policy is cancelled, the premiums already paid for the remainder of the current insurance period will not be refunded to **You**.



## **Additional Cover**

The following sections set out the terms and conditions of the additional cover you may have with your home insurance policy. Please refer to your Statement of Fact to check any additional cover you have.



## **Home Legal Expenses**

If you have Home Legal Expenses as additional cover with your home insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

# ▶ Home Legal Expenses

	Silver	Gold	Platinum
Buildings Insurance	+	+	+
Contents Insurance	+	+	✓
Joint Buildings & Contents Insurance	+	+	✓



Optional - Check your Statement of Fact



Included as standard

This section includes everything you need to know about Home Legal Expenses. Check your Statement of Fact to see if this cover is included.

## What is it?

Home Legal Expenses gives you access to a legal helpline and up to £100,000 (including VAT) of legal expenses cover.

The legal helpline gives you access to help with legal matters covered under the legal expenses policy detailed below 24 hours a day, 365 days a year. The legal expenses policy provides extra protection and extra peace of mind. You will find full details of what is covered and what is not covered on the following pages.



But if at any time you need more information or would like to check your cover, please phone our customer service team on **0330 053 0203** or email us at [aalegalservices@theaa.com](mailto:aalegalservices@theaa.com)

Home Legal Expenses cover is underwritten by Acromas Insurance Company Limited.

## **Demands and Needs**

If this policy has been selected as additional cover, it meets the demands and needs of customers who require up to £100,000 cover for legal costs for pursuing, defending and managing disputes in relation to death or injury, contract disputes (including certain employment contracts), protection of property, tax affairs enquiries and defence of your legal rights as an employee, or require access to a range of online legal documents.

## **Online Legal Documents**

### **What are they?**

Access to a range of free professional legal documents and pre-prepared letters, such as making a will, contesting bank charges or complaining about a product, service or person. Our documents ask you a series of easy-to-answer questions each with helpful explanations and often, examples. Based on your responses, our online tool drafts and tailors the required clauses to create a document suitable for your circumstances. Once you have prepared the document you can send it to our team of qualified lawyers who will check and approve the document, ensuring it is legally correct before returning the document ready for you to print, sign and use. There are no set restrictions to the number of times you can access and use the legal document templates however we reserve the right to withdraw the service for a particular reason if in our opinion it is being misused and/or abused. We reserve the right to withdraw the service from you or generally at any time without notice.

### **How do I access them?**



Go to **theAA.com/legal-documents** and register using your home insurance policy number. (You will need to wait 48 hours after purchasing this cover before your policy number is effective). For technical support, please call 0330 053 0114 or email [support@aalegaldocuments.co.uk](mailto:support@aalegaldocuments.co.uk) (8am to 6pm Monday to Friday).

AA Online Legal Documents is provided by Lyons Davidson. Lyons Davidson is a trading name of Lyons Davidson Limited, which is authorised and regulated by the Solicitors Regulation Authority. Registered in England and Wales number 7592441. Registered office: Victoria House, 51 Victoria Street, Bristol BS1 6AD.

## Help and Advice

<b>Legal Advice Helpline</b>	To make a legal expense claim and for help with legal matters, 24 hours a day, 365 days a year.	<b>0161 428 7039</b>
<b>Online Legal Documents</b>	Free access to a variety of professional legal documents that can be adapted to meet your needs and reviewed by a qualified lawyer.	<b><a href="https://theAA.com/legal-documents">theAA.com/legal-documents</a></b>
<b>Customer Services Helpline</b>	We'll be happy to explain any part of this policy, answer your questions and make changes to your personal details.	<b>0330 053 0203</b>

## Introduction to your Home Legal Expenses cover

Your Home Legal Expenses cover has been arranged by and the claims service will be administered by the Automobile Association Insurance Services Limited, an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG. Registered in England number 2414212. Home Legal Expenses cover is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.

Acromas Insurance Company Limited have agreed to insure you for the cost of claims under this policy subject to the terms, conditions and exclusions in or endorsed on this policy wording during any period of cover for which you have paid or agreed to pay the policy premium.

## About your Home Legal Expenses policy

This wording clearly sets out the details of your insurance cover. We have relied on the information and statements you gave when agreeing to provide cover. This information and statements together with the Statement of Fact form your insurance policy and must be read together as one document. Please read it carefully to make sure it meets your needs. Remember to check the exclusions and restrictions under each section and those that apply to the whole policy.

## Definitions

Certain words and expressions used throughout and up until the end of this Home Legal Expenses section of this policy booklet have a specific meaning. To help identify these we've highlighted them in **bold**.

AAISL	Automobile Association Insurance Services Limited.
Appointed Representative	A solicitor, lawyer or appropriately qualified person, firm or company, including us, instructed in accordance with Home Legal Expenses Condition 2 (Representation).
Date of incident	<ul style="list-style-type: none"> <li>• The date of the event; or</li> <li>• the date of the first event where there is more than one event arising from the same cause; or</li> <li>• the date on which the cause of action arises where this relates to the purchase of <b>Your Home</b>; or</li> <li>• for a <b>Full Enquiry</b>, the date when HM's Revenue &amp; Customs first notifies you in writing of its intention to make enquiries; which may lead to a claim under this policy.</li> </ul>
Disbursements	Money spent by the <b>Appointed Representative</b> to manage your claim, but not including the <b>Appointed Representative's</b> own fees.
Full enquiry	A full examination opened by HM's Revenue & Customs which comprises of all aspects of <b>Your</b> self-assessment tax return. This does not include enquiries that are limited to specific aspects of <b>Your</b> self-assessment tax return.
Group actions	Actions involving individuals not named on the <b>Statement of Fact</b> who may benefit from any work undertaken by an <b>Appointed Representative</b> under this policy will not be covered.
Home	The house, bungalow, flat or maisonette must be shown in <b>Your Statement of Fact</b> . Domestic garages belonging to the <b>Property</b> . Outbuildings if they form part of the <b>Property</b> .
Inquiry	An inquest held in a Coroner's Court into <b>Your</b> death; a police investigation into an allegation made about <b>You</b> which may lead to <b>You</b> being prosecuted in a magistrates or crown court; civil action being taken against <b>You</b> under sections 168 and 169 of the Data Protection Act 2018; or civil action being taken against <b>You</b> for unlawful discrimination.
Legal Claim	Preparing work for negotiating or defending <b>Your</b> legal rights in a civil court, tribunal or arbitration in the territory, including negotiating a settlement and any hearings.

Legal Costs	<p>All properly incurred and proportionate disbursements, fees and expenses charged by the <b>Appointed Representative</b>, or incurred under any fixed recoverable costs scheme, whichever is the lesser. <b>You</b> are not covered for:</p> <ul style="list-style-type: none"> <li>• any damages, fines or penalties <b>You</b> have to pay;</li> <li>• the cost of any Damage Based Agreement, or Conditional Fee Agreement, that <b>You</b> choose to enter with <b>Your Appointed Representative</b>; or</li> <li>• the cost of any After The Event insurance policy that <b>You</b> choose to enter with <b>Your Appointed Representative</b>.</li> </ul>
Legal Proceedings	Action to be taken in a court or tribunal when efforts to settle <b>Your</b> claim by way of negotiation have failed.
Policyholder	The person(s) named in <b>Your Statement of Fact</b> .
Property	<b>Your Home</b> and the land within its boundaries, for which <b>You</b> are legally responsible. The <b>Property</b> must all be at the address shown in <b>Your Statement of Fact</b> .
Reasonable prospects	Where <b>We</b> consider there is a 51% and above chance of succeeding with <b>Your</b> claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.
Statement of Fact	The document which provides a record of <b>Your</b> home and home legal expenses insurances. <b>Your</b> Statement of Fact is part of this policy and must be read in conjunction with the policy.
Territory	Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	Any mechanically propelled motor vehicle (including scooters), aircraft or vessel.
We, Our, Us	Acromas Insurance Company Limited.
You, Your	The <b>Policyholder</b> and their spouse/domestic partner and any other relative, (including adopted and foster children), who permanently live in <b>Your Home</b> .

## → Policy Wording

### What is covered?

- access to a 24-hour legal helpline **0161 428 7039**, which provides initial advice on any personal legal matter covered under this policy;
- an **Appointed Representative** arranged by **Us**; and
- up to £100,000 (including VAT) of **Legal Costs** under this policy.

### What is not covered?

- where the amount in dispute is less than £250; or
- more than £100,000 (including VAT) of **Legal Costs** for all claims that arise from the same **Date of Incident**.

## → 1. Death, personal injury and clinical negligence

### What is covered?

**We** will cover **Legal Costs** for **You**, or in the event of **Your** death for **Your** personal legal representatives, for pursuing a **Legal Claim** that arises from an event, which causes death or bodily injury to **You**.

### What is not covered?

Any claim relating to:

- illness or injury not caused by a sudden or specific accident or that happens gradually;
- illness or injury caused by industrial disease; or
- defence of **Your** legal rights, other than defence of a counter-claim.

## → 2. Contract Disputes

### What is covered?

**Legal Costs** for defending or pursuing a legal claim arising from a contract dispute over:

- **You** buying, hiring or leasing any personal goods or services;
- **You** selling any personal goods; or
- **You** buying or selling your property, including freehold and leasehold disputes.

## What is not covered?

- any contracts or agreements which you made before the commencement of this Legal Expenses policy;
- any breach of a contract or agreement if there has been any break in the continuous cover under this Legal Expenses policy from the date the contract or agreement was made;
- work and/or advice by a builder or contractor given to you about the specification, design, planning, building or structural change in or on **Your Property** where the contract value is over £20,000 including VAT;
- any disputes relating to buildings or land which is not shown as **Your Property**;
- subsidence, ground heave or landslip, mining or quarrying;
- any loan, borrowing, stocks, shares, debentures, funds, pensions, mortgages, trusts of any kind or other investments;
- disputes about shareholding or partnerships;
- disputes between a landlord and a tenant; or
- a contract entered into by or on behalf of **You** buying, selling or renting non domesticated animals and livestock.

## → 3. Protection of Property

### What is covered?

**Legal Costs** for pursuing a legal claim and/or arrangement of mediation for a dispute relating to property which **You** own or is **Your** responsibility:

- following an event which causes or could cause physical damage to **Your Property**; or
- following a public or private nuisance or trespass, including squatters.

### What is not covered?

- a contract entered into by **You**;
- any disagreement over the position, location, movement or existence of the boundaries of **Your Property**;
- any buildings or land not shown as **Your Property**;
- any public or private planning matter;
- the compulsory purchase of, or restrictions or controls placed on **Your Property** by any government, local or public authority;
- the actual, planned or proposed construction, closure, demolition, adoption or repair of buildings, housing, roads or bridges by any government, local or public authority;
- any work by order of any government, local or public authority;
- mining subsidence; or
- defending any dispute other than defending a counter claim.

## → 4. Employment

### What is covered?

**Legal Costs** for pursuing or defending a **Legal Claim** arising from a dispute with **Your** employer as an employee under **Your** contract of employment.

### What is not covered?

Any claim relating to

- personal injury claims involving stress;
- the Equal Pay Act 1970 (or amending laws);
- travelling expenses, allowances or compensation payments for being off work;
- **You**, if **You** do not hold full employee status e.g. if **You** are a non-employee worker carrying out a contract for personal services, an office holder or **You** acting in a self-employed capacity;
- any disciplinary procedures brought against **You** by **Your** employer, or any internal grievances brought by **You**.

## → 5. Will Disputes

### What is covered?

**Legal costs** for pursuing a **Legal Claim** arising from a dispute over:

- the will of **Your** deceased parents or grandparents, children, stepchildren or adopted children (where **You** are a named beneficiary or as a member of a class of beneficiaries with an immediate interest) under The Inheritance (Provision for Family and Dependents) Act 1975
- challenging the validity of a will of **Your** parents or grandparents, children, stepchildren or adopted children

### What is not covered?

- any disputes where a will has not been previously made, concluded, cannot be traced (intestate)
- any claim where the will subject to dispute does not fulfil the legal requirements for making a will, in that the will is either not in writing, or has not been signed by two witnesses in the presence of the person making the will, or has not been signed by or on behalf of the person making the will;
- the defence of any probate and wills dispute
- any claim where the deceased was not domiciled in the United Kingdom at the time of their death or relates to a will drawn up outside the **Territory**

- any dispute over assets of the deceased outside the **Territory**
- non contentious administration of the estate by the personal representative

## → 6. Tax Protection

### What is covered?

**We** will represent **You** in any appeal proceedings following a full enquiry into **Your** tax affairs.

### What is not covered?

Any claim relating to **Your** tax affairs as part of:

- an enquiry into a sole-trader's, business partnership's or firm's related tax affairs or any tax affairs related to a company;
- investigations conducted by the Civil Investigation of Fraud team, the Special Civil Investigations team or the Criminal Taxes Unit; or
- any investigations relating to **You** deliberately under-declaring **Your** taxable income.

## → 7. Defence of your legal rights

### What is covered?

Legal defence if an event arises from **Your** work as an employee, which leads to:

- **You** being prosecuted in a Magistrates or Crown Court;
- civil action being taken against **You** under sections 168 and 169 of the Data Protection Act 2018; or
- civil action being taken against **You** for unlawful discrimination.

### What is not covered?

- parking or obstruction offences; or
- claims against **You** as a Director or Officer of any company.

## → Home Legal Expenses Exclusions

**You** should read these exclusions carefully together with the Home Legal Expenses Conditions and Home Legal Expenses General Conditions.

The General Conditions and General Exceptions of **Your** home insurance also apply to **Your** Home Legal Expenses cover and these should also be read carefully.

Please also refer to 'How to make a claim'.

## We do not cover the following:

### 1. Legal costs for a legal claim arising from:

- a) where the **Date of Incident** arose prior to the commencement of this Legal Expenses policy;
- b) where the relevant period for bringing a claim has passed;
- c) an appeal where **You** did not claim originally under this policy and were not represented by **Us**;
- d) any request to appeal advised to **Us** less than six working days before the deadline to appeal ends;
- e) any enforcement action relating to a claim not originally covered under this policy and where **You** were not represented by **Us**; or
- f) any additional **Legal Costs** incurred by any representative beyond those **We** would normally pay under Legal Expenses condition 2 - Representation.

### 2. Any claim relating to:

- a) any **Legal Costs** which **You** incur before **We** have accepted **Your** claim;
- b) any incident that occurs outside of the territory;
- c) any incident governed by law outside of the territory;
- d) **Group Actions**;
- e) where the amount in dispute is less than £250;
- f) any amount which **You** cannot recover from another insurance policy because an insurer refuses or reduces the claim;
- g) any disagreement over a contract of insurance which relates only to the amount of **Your** claim;
- h) a deliberate or criminal act or omission or criminal prosecution of **You** or any proceedings in a court of criminal jurisdiction;
- i) judicial reviews;
- j) **Your** affairs if they are in the hands of an insolvency practitioner by court order or by agreement with **Your** creditors;
- k) any business, profession or trade or any venture for gain including letting the property;
- l) damages, fines or penalties **You** have to pay;
- m) the annulment of **Your** marriage, divorce, judicial separation, living together, maintenance, custody access, financial arrangements, ancillary relief (dividing money and property following divorce), residence orders, contact orders, specific issue orders, prohibitive steps orders, adoption or other family law matter;
- n) libel, defamation or slander;
- o) patents, copyright, design rights, trade marks, service marks, character or merchandise marks or any other form of intellectual property;
- p) secrecy, confidentiality agreements or computer software or data protection;
- q) any event resulting in suspension of membership or expulsion from a club or society;

- r) professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **Your** behalf in relation to a claim under this policy;
- s) professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **Your** behalf where the original matter, for which they were instructed, is not covered under this policy;
- t) where **Your** opponent is also insured under this policy;
- u) any disputes with **Us** or an AA Group Company; or
- v) any referral to the European Court.

## → Home Legal Expenses Conditions

**You** should read these conditions carefully together with the Home Legal Expenses Exclusions and Home Legal Expenses General Conditions.

The General Conditions and General Exceptions of **Your** home insurance also apply to **Your** Home Legal Expenses cover and these should also be read carefully.

Please also refer to 'How to make a claim'.

### 1. Claims

**You** must:

- a) contact **Us** as soon as possible after anything happens which may lead to a **Legal Claim**;
- b) have submitted a completed legal expenses claim form within 180 days of the **Date of Incident** which **You** may claim for under this policy. If you submit **Your** legal expenses claim form outside of this period **We** will not pay for any **Legal Costs** incurred as a result of **Your** delay. A **Legal Claim** will only be considered once a fully completed legal expenses claim form has been received by **Us**. For information, please refer to 'How to make a claim';
- c) make every effort to provide all documents and/or any information requested by **Us** or **Your Appointed Representative** in a timely manner so as not to prejudice **Your** case or incur unnecessary costs;
- d) do everything **You** can to keep **Legal Costs** as low as possible or avoid **Legal Proceedings**;
- e) consider with **Us** and/or **Your Appointed Representative** all approaches to settle the dispute without **Legal Proceedings**;
- f) co-operate with **Us** and **Your Appointed Representative** and give proper instructions to **Us** or to the **Appointed Representative**, including full and correct information;
- g) tell **Your Appointed Representative**, as quickly as possible about any notification of commenced **Legal Proceedings** (claims forms, summons), likely prosecution or other communication **You** receive to do with the claim;
- h) send **Your Appointed Representative** all the information or documents they require to support **Your** claim at **Your** own expense;

- i) tell **Us** and/or **Your Appointed Representative** about any offer to settle the claim or any payment made into court;
- j) provide all necessary assistance to **Your Appointed Representative** to handle the claim and keep **Us** up to date with the progress of **Your** claim;
- k) go to any meetings if **You** are asked to do so which are relevant to the **Legal Claim**;
- l) send **Us** all bills for **Legal Costs** from **Your Appointed Representative** as quickly as possible after **You** receive them;
- m) if **We** ask, send the **Appointed Representative's** bill to either an appointed law costs draughtsman or to court or the appropriate local Law Society to be taxed or certified; and
- n) pay **Us** any **Legal Costs** **You** may recover

**You** must not:

- a) admit any responsibility, deny any claim, negotiate or make an offer or promise to pay or do anything which may harm **Your** claim without **Our** written permission;
- b) agree to any offer of settlement without **Our** written permission;
- c) act differently from the way **Your Appointed Representative** has agreed to proceed; or
- d) refuse to comply with court rules.

What **We** will do:

- a) **We** will review the fully completed legal expenses claim form and consider in its entirety, the total value of the claim, the complexity of the issues, the importance of the issue, the financial positions of the parties involved and the **Legal Costs** involved;
- b) if there are **Reasonable Prospects** of pursuing **Your** claim and of enforcing any judgment or award, **We** will advise **You** of the most suitable action; and
- c) the most **We** will cover for a **Legal Claim** for any one claim or series of claims arising from the **Date of Incident**, including **Your** opponent's costs is £100,000 of **Legal Costs** (including VAT).

## 2. Representation

If **Your Legal Claim** has **Reasonable Prospects**, **We** will choose an **Appointed Representative** to act on **Your** behalf. The arrangement **We** have with **Our Appointed Representatives** does not restrict their independence and **You** will at all times receive the best advice for **You**.

**You** may choose another representative if there is a conflict of interest with a representative appointed by **Us** or there is an inquiry or **Legal Proceedings** are about to be commenced.

If **You** do exercise **Your** right to choose a representative:

- i. the representative **You** choose will become the **Appointed Representative**.
- ii. **You** must notify **Us** as soon as possible of the name, address and contact details of the **Appointed Representative**.
- iii. **You** will be required to ensure that the **Appointed Representative** complies as appropriate with the terms of this policy on **Your** behalf by:
  - a) keeping **Us** updated regularly with the progress of **Your Legal Claim**;
  - b) keeping **Us** informed regularly of **Legal Costs** incurred;
  - c) informing **Us** of any settlement offers made to or by **You**; and
  - d) keeping **Us** regularly updated and informed of other things regarding the conduct of **Your Legal Claim** which may lead to an outcome or a cost that is not anticipated at the commencement of **Your Legal Claim**.

With **Your** prior agreement, **We** will be entitled to contact **Your Appointed Representative** to discuss, and if possible agree, the rates that will be paid by **Us** to the **Appointed Representative** for acting on **Your** behalf.

The amount that **We** will pay in respect of fees shall not in any circumstances exceed the hourly rates **We** would pay to our **Appointed Representatives**. A copy of **Our** hourly rates is available on request. The rate will be the applicable rate at the time the work was conducted, for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If **Your Appointed Representative** refuses to accept **Our** rates you will be liable to pay the **Appointed Representative** any difference between what **We** pay and the amount sought by the **Appointed Representative**.

### 3. Using the appointed representative

- a) **We** will be able to talk to the **Appointed Representative** at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the **Appointed Representative** considers **Your** interest would be affected by giving any documents or information to **Us**, **We** will not see them. **You** must give the **Appointed Representative** instructions for this purpose.
- b) **We** must be advised as quickly as possible if there is no longer **Reasonable Prospects** and no further **Legal Costs** should be incurred without **Our** consent.

If **You** withdraw from a **Legal Claim**

- c) the **Appointed Representative** will act for **You** during **Your** claim. If, at any stage, **You** intend to withdraw instructions please contact **Us** as soon as possible in order for **Us** to consider **Your** intention and its potential result.

If the **Appointed Representative** withdraws from a **Legal Claim**

- d) if the **Appointed Representative** refuses to act for **You**, **We** will ask the **Appointed Representative** for those reasons and share these with **You**. Provided any new representative confirms that **Your Legal Claim** still has **Reasonable Prospects**, **You** will be entitled to appoint a new **Appointed Representative** in accordance with Condition 2 - Representation.

### 4. Our rights

**We** are entitled to:

- a) take legal action at **Our** expense and for **Our** benefit, but in **Your** name, to recover any payment **We** have made under this policy;
- b) receive from **You** any information **We** may need;
- c) liaise with the **Appointed Representative** and receive any information or documents relevant to **Your** claim;
- d) get the **Appointed Representative's** opinion on the chances of **Your** case succeeding and any judgment being enforced; and
- e) decide not to commence or to terminate a **Legal Claim** at any time and pay **You** up to or equal to the amount that **You** are claiming for or the amount being claimed against **You**.

## 5. Withdrawal of assistance by Us

**We** may at any time withdraw our support for **Your** claim:

- a) if **We** or the **Appointed Representative** decide that there are no longer **Reasonable Prospects** for success or enforcement of any judgment or potential judgment are insufficient to justify **Our** continuing support;
- b) if **We** or the **Appointed Representative** feel that **Your** interests are better served by other means;
- c) following **Your** refusal to accept any settlement of **Your** claim recommended by **Us** or **Your** legal representative;
- d) if **You** act in a way which may prejudice the settlement of **Your** claim; or
- e) if **You** fail to co-operate with **Us** or the **Appointed Representative** or fail to follow their advice.

In that case, **We** will write and explain **Our** reasons for withdrawing support and in the event of **You** acting in a manner prejudicial to **Your** claim or failing to co-operate as stated above, **We** reserve the right not to meet any further Legal Costs or expenses incurred and to seek reimbursement from **You** of all costs paid under the policy. If **You** or **We** disagree, we can both refer the matter to arbitration according to Home Legal Expenses Condition 9 (Arbitration).

## 6. Recovery of payments made

The payment of claims is dependent on:

- a) **Your** recognition of **Our** right to take proceedings in **Your** name, but at **Our** expense;
- b) **You** providing all necessary assistance to **Us** and to **Your Appointed Representative** to enable **Us** to recover for **Our** benefit the amount of any payments under this policy; and
- c) where a person is ordered or agrees to pay **Your Legal Costs** and expenses, and compensation, either in full or by instalments, these instalments will be paid to **Us** until **We** have recovered the total amount that the other person was ordered or agreed to pay by way of legal costs and expenses charges.

## 7. Appointed representatives' costs, witness costs and other expenses

**We** will not pay any costs and/or expenses:

- a) which **You** or **Your** representative incur before **We** have accepted **Your** claim;
- b) which **You** or **Your** representative incur without **Our** written permission or which are higher than the amounts **We** have agreed to;
- c) as a result of **Your** failing to provide instructions or information to **the Appointed Representatives**; or
- d) as a result of **You** acting against **Your Appointed Representative's** advice or in a way which may prejudice the settlement of the claim.

If **You** or **We** disagree about any costs under 7 c) or d) above, **We** can both refer the matter to arbitration according to Home Legal Expenses Condition 9 (Arbitration).

## 8. Other insurance

If **You** have any other insurance covering anything insured by this policy, **We** will pay only **Our** share of any claim.

## 9. Arbitration

This policy wording advises when a dispute between **You** and **Us** may be referred to an arbitrator.

Should arbitration be required, the matter may be referred to an arbitrator who will be a solicitor or barrister who **You** and **We** agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **You**, they are not covered under this policy.

This arbitration condition does not affect **Your** rights to take separate legal action.

## 10. Law applicable

Unless **We** have agreed otherwise, this contract will be governed by the law of England and Wales and all the information and terms regarding this contract are provided in the English language only.

## → How to make a claim

If an event happens for which **You** require initial legal advice, please contact **Our** 24-hour legal helpline on **0161 428 7039**, on any personal legal matter covered under this policy.

If **You** wish to make a claim, call **Us** as soon as possible on **0161 428 7039** (9am to 5pm Monday to Friday) so that **Our** legal team can advise **You** of the next steps. **We** will arrange legal representation for **You** where appropriate.

If **You** want to make a claim under **Your** Home Legal Expenses policy, **You** will need to complete **Our** legal expenses claim form, providing full details in writing, so that **Our** legal team can review the information provided and determine whether the event is covered and **Reasonable Prospects** apply.

A **Legal Claim** will only be considered once a fully completed legal expenses claim form has been received by **Us**.



To obtain **Our** legal expenses claim form please call **Us** on **0161 428 7039** or email **Us** at [aalegalservices@theaa.com](mailto:aalegalservices@theaa.com)

**You** must give the policy number shown on **Your Statement of Fact** each time **You** contact **Us**.



## **Home Emergency and Boiler Cover**

If you have Home Emergency and Boiler as additional cover with your home insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

# ▶ Home Emergency and Boiler Cover

	Silver	Gold	Platinum
Buildings Insurance	+	+	✓
Contents Insurance	+	+	+
Joint Buildings and Contents Insurance	+	+	✓



Optional - Check your Statement of Fact



Included as standard

This section includes everything you need to know about Home Emergency and Boiler Cover. Check your Statement of Fact to see if this cover is included.

## Demands and Needs

This policy is suitable for those who own a property and wish to benefit from peace of mind and reduce costs in case of sudden, unexpected home emergencies which can make the home unsafe or unfit to live in, cause more substantial damage or pose health and safety risks. The cover provides assistance to stop the immediate emergency from escalating and provide a temporary repair to make the home safe to live in again.

## Reporting an emergency



If you suffer an unexpected emergency in your home which is covered under this policy (as explained later in What is Covered), call us as soon as possible once you become aware by contacting our 24-hour emergency helpline on **0330 053 0394** or visit **[www.theaa.homemanager.link](http://www.theaa.homemanager.link)**

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**

Home Emergency and Boiler Cover is provided by Inter Partner Assistance S.A. Inter Partner Assistance S.A 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. Inter Partner Assistance S.A. is part of the AXA Group.

## Definitions

Certain words and expressions used throughout and up until the end of this Home Emergency and Boiler Cover section of this policy booklet have a specific meaning. To help identify these we've highlighted them in **bold**.

Authorised Tradesperson	A qualified specialist contractor who is authorised by <b>Us</b> to assess <b>Your</b> claim and provide the necessary <b>Emergency Assistance</b> in <b>Your Property</b> , acting on <b>Our</b> behalf.
Beyond Economic Repair	<p>As assessed by <b>Our Authorised Tradesperson</b>, a boiler/heating and hot water system for which the total cost of parts required to repair (including VAT) would be higher than 85% of the manufacturer's current retail price for either:</p> <ul style="list-style-type: none"><li>• the same or equivalent model of <b>Your</b> boiler if bought brand new; or if not available</li><li>• a new boiler of same or similar make, model and output (power).</li></ul> <p>For this calculation, the average current retail price of parts required to complete the repair is based on the cost to obtain such parts through <b>Our</b> specialised UK suppliers.</p> <p>We will also consider <b>Your</b> boiler to be beyond economical repair if the parts needed to repair it are obsolete.</p>
Emergency/ Emergencies	<p>A sudden event that was not expected by <b>You</b> or any of <b>Your</b> family affecting <b>Your Property</b>, and which needs immediate action to either:</p> <ul style="list-style-type: none"><li>• make <b>Your Property</b> safe, secure and/or fit to live in;</li><li>• prevent any risk to <b>Your</b> or <b>Your</b> family's health;</li><li>• avoid damage or more damage to <b>Your Property</b> and/or belongings; or</li><li>• restore gas or water services to <b>Your Property</b> if they have totally failed.</li></ul>

Emergency Assistance	<p>The assistance required to stop the immediate <b>Emergency</b> from escalating and causing further damage, making <b>Your Home</b> unsafe to live in or causing a risk to health and safety. This will be:</p> <ul style="list-style-type: none"> <li>the provision of a temporary repair to stop the immediate <b>Emergency</b> and make <b>Your Home</b> safe to live in again for <b>You</b> and <b>Your</b> family, which <b>You</b> will need to replace with a permanent repair at <b>Your</b> cost when possible; or</li> <li>if possible at the same time and cost, or where not possible to provide a temporary repair only given the circumstances of <b>Your Emergency</b>, the provision of a permanent repair, such as replacing a section of pipe for a plumbing emergency.</li> <li>For <b>Emergencies</b> under the Pest section of this policy, <b>We</b> will send an <b>Authorised Tradesperson</b> to assess how to get rid of the infestation and apply pest control measures in the future. The <b>Emergency</b> may be resolved immediately in one visit or may require multiple visits; <b>You</b> will be advised of this based on the circumstances of <b>Your Emergency</b>.</li> </ul>
Home/Property	<p>The private house or flat shown as <b>Your</b> address on <b>Your</b> Statement of Fact, including any integral (built-in) garages and conservatories attached to the main building, which are solely used for domestic purposes and located in the <b>United Kingdom</b>. There is no cover for detached garages, sheds, greenhouses or other outbuildings not attached to the main building, or any issues in the land located within the boundary of <b>Your</b> property (such as garden or driveway).</p>
Period of Cover	<p>One year from the start or renewal date shown on <b>Your</b> Statement of Fact. If any changes are made during this period, such as changing <b>Your</b> address or other details or updating <b>Your</b> policy, this start date will be the date shown on <b>Your</b> new Statement of Fact.</p>
Reimbursement Basis	<p>In certain cases, <b>We</b> may not fully or directly arrange assistance on <b>Your</b> behalf following an <b>Emergency</b>. With <b>Our</b> agents' prior agreement, and subject to <b>You</b> providing fully itemised invoices or receipts, <b>We</b> will instead reimburse <b>You</b> for the expenses <b>You</b> incurred as a direct result of the <b>Emergency</b>, up to the limits specified in this policy wording. This can be either:</p> <ul style="list-style-type: none"> <li>where not possible for <b>Us</b> to directly arrange for <b>Your</b> problem to be resolved (either because <b>We</b> do not have an <b>Authorised Tradesperson</b> in <b>Your</b> geographical area who is suitable for dealing with <b>Your</b> specific <b>Emergency</b>, or cannot provide assistance quickly for other reasons), as a contribution for <b>You</b> to arrange and pay for <b>Your</b> own assistance or repair. This will be in full and final settlement of <b>Your</b> claim; and/or</li> <li>in the event of a claim for temporary accommodation after an <b>Emergency</b>, or replacement of <b>Your</b> heating equipment if deemed <b>Beyond Economical Repair</b>, after <b>You</b> arrange and pay for these <b>Yourself</b>.</li> </ul>

Reinstatement	Following an <b>Emergency</b> , returning <b>Your Home</b> to the state it was in previously, making good any damage caused by the <b>Emergency</b> – such as changing a damaged carpet.
Third Party	Any individual, company or party other than <b>You, Us</b> or <b>Our Authorised Tradesperson</b> .
Trace and Access	Identifying and locating the source of the <b>Emergency</b> in <b>Your Property</b> (also known as “tracing”) and subsequently gaining the necessary access to the source, to perform the <b>Emergency Assistance</b> (also known as “accessing”).
You/Your/Yourself	The policyholder(s) named on the Statement of Fact, and/or anyone normally living at your <b>Home</b> .
We/Us/Our/ Ourselves	Inter Partner Assistance S.A. UK Branch, who underwrite (insure) this policy, and/or AXA Assistance (UK) Limited, who provide the assistance services under this policy on the insurer’s behalf. AXA Assistance (UK) Limited will arrange <b>Emergency Assistance</b> for <b>You</b> utilising a qualified <b>Authorised Tradesperson</b> working on our behalf.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, including the Isle of Man. In the Isle of Man, please note that it is more likely that <b>We</b> will settle <b>Your</b> claim on a <b>Reimbursement Basis</b> .

## → Policy Wording

This section provides details of the types of **Emergency You** are covered for, along with specific scenarios **We** cover and exclude.

### What is covered?

**Your** Limits and Cover:

- We** will pay up to £500 per claim (including VAT) for call out, labour, parts and materials following an **Emergency** during the **Period of Cover**.
- We** will pay up to £250 (including VAT) for the accommodation for **You** and those living with **You** (including any pets you may have), including any transport costs to get there. **We** will not however pay for the cost of meals or any other expenses incurred while **You** are away from **Home**.

This benefit is on a **Reimbursement Basis**, which means **You** will be required to arrange **Your** own accommodation then claim the cost back from **Us**.

## What is not covered?

1. Routine maintenance work.
2. Any cost that exceeds the cover limit.
3. Any cost, including the cost of parts, relating to work carried out by **Your** own repairer unless it has been agreed by **Us**.

## → Internal Plumbing

### What is covered?

1. A water leak from:
  - any internal hot or cold pipe inside the **Home**, running between the main internal stopcock and an internal tap, outlet or appliance;
  - a toilet;
  - pipes to and from the shower or bath;
  - pipes to and from your boiler or central heating system;
  - internal sections of your overflow or condensation pipe;
  - a radiator; or
  - a cold water or other tank or cylinder (subject to the below).

**We** will isolate leaks on tanks and cylinders of any kind except for oil tanks and septic tanks, but **We** will never pay to replace them in any circumstance.

2. Issues with the flushing mechanism of **Your** toilet.

**You** will be covered even if **You** have another working, unaffected toilet or bathing facility in the **Property**.

### What is not covered?

1. Leaking or dripping taps requiring a new washer or total replacement, or taps outside the property (e.g., located in **Your** garden or on **Your** patio/balcony);
2. Dripping taps or pipes where the water is safely escaping down a drain and not into the **Property**, or repair or replacement of shower pipes if the shower only leaks while in use;
3. Replacement of external overflows, any radiator, sanitary ware (including sinks, basins, shower trays), bath, shower;
4. Replacement of any cylinder, hot or cold water storage tank or immersion tank;
5. Repair to, or replacement of, shower units;
6. Breakdown, loss of or damage to saniflow or other mechanical toilets or any household appliance;
7. Burst or leaking flexible hoses which can be isolated;

8. Leaking or damaged household appliances;
9. Issues with the external water supply pipes, from the internal stopcock towards the outside of the house;
10. Swimming pools, hot tubs, instant boiling water taps or similar equipment, either for repair, replacement or installation;
11. Repair or replacement of septic tanks and oil tanks;
12. **Your** mains water supply pipe (outside the **Property**);
13. Dealing with temporarily frozen pipes;
14. Any **Emergency** with plumbing not located within the **Property** – such as issues in outbuildings, gardens, or on your land or patio.

## → Drainage

### What is covered?

Issues relating to blockages or damage to drains and waste pipes which cause wastewater leaks or blockages inside the **Property**. Specifically, **You** are covered for:

- blockage or wastewater leak from toilet, sink, bath or shower waste pipes;
- blocked or leaking soil vent pipes, providing **You** are solely responsible for these;
- external drain blockage, including rainwater drains

In these cases, **We** will either unblock the drain to reinstate flow or repair leaks, as required and where possible.

**You** will be covered even if **You** have another working, unaffected toilet or bathing facility in the **Property**.

### What is not covered?

1. Drains which are the responsibility of the local water authority (even if within the land belonging to **Your Property**);
2. External sections of overflow pipes;
3. Guttering and downpipes;
4. Repair or replacement of manholes, soakaways, septic tanks (including emptying or clearing these), cesspits, waste treatment facilities and outflow pipes belonging to any of these;
5. Shared water or external drainage facilities (i.e., those not only serving **Your Property**);
6. **Your** mains water supply pipe (outside the **Property**);
7. Removing, replacing or repairing any part of the drain which is damaged but does not result in total blockage or wastewater leak inside the **Property**;
8. Issues with drains used for commercial purposes;
9. Regular drain clearance and descaling, or clearance of or repair after any issues caused by installation faults or misuse of drains (e.g., flushing wipes, grease or oil down drains);

10. Making access to drainage system points of entry (e.g., manhole covers) if they've been built over;
11. Collapsed drains or blockages caused by tree roots blocking flow of **Your** drains;
12. Any **Emergency** with drainage not located within the **Property** – such as issues in outbuildings, **Your** land, patio or garden.

## ➔ Security

### What is covered?

If posing a risk to the security of **Your Home** (e.g., allowing potential intruders to enter the **Property**), or **Your** health and safety or that of anyone living with **You** (such as blocking **You** from leaving the **Property**), **We** will cover:

- broken or damaged external windows;
- broken or damaged external locks.

### Windows and Doors

**We** will only undertake **Emergency** temporary repairs using boarding or similar material to resolve the immediate security risk, however in these situations **We** will not permanently replace the windows or doors or part thereof.

If **Your** external door lock is broken or damaged (including damage caused by vandalism or attempted theft) and this means **You** cannot secure **Your Home**, **We** will repair or replace the lock in question to make **Your Property** secure again.

### What is not covered?

1. Damage to boundary walls, hedges, fences, gates or other items surrounding your **Property**;
2. Loss of, or damage to, windows, doors and/or locks to outbuildings, garages and sheds;
3. Any broken double glazing, where only one pane is broken but the other is intact, and the property is therefore still secure;
4. Locks which are broken or damaged however where the **Property** is still secure or can still be secured;
5. Loss, theft or damage to keys to the **Property** where other keys are available and can be accessed, or where there are any other ways to access the **Property** directly;
6. Issues with doors, windows or locks which are internal to the **Property** (i.e., not facing outwards);
7. Any security **Emergency** not located within **Your Home**, such as issues with doors, windows or locks for outbuildings and sheds.

## ➔ Internal Gas Supply Pipes

### What is covered?

A leak from internal gas supply pipes located in **Your Property**, running between the gas meter and any gas appliance.

If you think there is a gas leak in **Your Property**, **You** must immediately call the National Gas Emergency Service to get **Your** gas supply isolated.



Their emergency number is: **0800 111 999**.

Also make sure **You** open any windows possible, near the source of the leak, to get fresh air into the **Property** and allow the gas to escape.

Please only call **Us** to arrange **Emergency Assistance** once **You** have taken these steps, as it is vital to protect the safety of **You** and others in **Your Property**.

Once the gas supply pipe has been isolated by the National Gas Emergency Service, **Our Authorised Tradesperson** will repair or replace the section of pipe affected.

### What is not covered?

- Restoration of **Your** gas supply following the **Emergency Assistance**, or in situations where the supply to **Your Property** stops completely but there is no **Emergency**. **You** must contact **Your** gas utility provider to arrange for assistance in restoring the supply;
- Corrosion of gas supply pipes due to natural wear and tear or the use of any methods to hide the pipework, such as concrete flooring, without adequate protection for the pipes;
- Damage to, or issues with, kitchen or other appliances connected to the gas supply;
- Following the repair to the affected pipe, any adjustment, installation, repair or correction of safety issues with any gas appliances not covered under this policy.

## ➔ Boiler/Heating and Hot Water System

### What is covered?

Total failure or breakdown of **Your** primary heating and hot water system, resulting in lack of heating and/or hot water in **Your** whole **Property**.

This includes covering:

- loss of pressure within the boiler/system due to a fault;
- water leaks from the system; and
- the inability to manually switch the system on or off.

**You** are covered for boilers/heating systems with a power output of a maximum of 60Kw/hr and up to 15 years old maximum of any of the following types:

- Gas-fired (natural gas);
- Electric (e.g., storage heaters);

Cover includes the boiler isolating valve, all manufacturer-fitted components, the pump, motorised zone valves, thermostat, timer and temperature/pressure controls.

**You** are also covered for a primary system running on air, ground or water source heat pumps; or electricity (electric boiler or storage heating), 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**.

## Temporary Heating

If, following a heating system failure, **We** need to order a part to resolve the **Emergency** as deemed necessary by **Our** authorised contractor, or if **We** cannot repair the heating system for any reason (except any of the exclusions below), **We** will provide £50 for **You** to purchase temporary electric heaters for **Your Home**, on top of all other **Emergency Assistance We** arrange and provide. This will be on a **Reimbursement Basis**, and **You** can keep the heaters after the **Emergency** is resolved.

## What is not covered?

- Any of the following types of heating/hot water systems: LPG fuelled, oil fired, solid fuel fired, solar, unvented hot water systems, underfloor heating, warm air units, or any other type of heating which has not been specified;
- Any secondary or further heating systems, where the primary boiler or heating system for **Your Property** is unaffected;
- Boilers which are over 15 years old, designed for commercial use, with a power output greater than 60Kw/hr, **or Beyond Economical Repair**;
- Failure of boilers/heating and hot water systems which have not been maintained or serviced in accordance with manufacturer guidance. **You** will be asked by **Our** agents or **Authorised Tradesperson** to provide evidence of maintenance at the time of assistance;
- Repair or replacement of boilers, radiators and/or their valves, hot water cylinders and tanks, storage tanks, convector heaters and inhibitors, or a contribution towards this;

- De-scaling of the system and any fault or work which, in the opinion of **Our Authorised Tradesperson**, arise from hard water scale deposits, (including power flushing) damage caused by aggressive water, rust, sludge and/or debris from corrosion. Signs that work is needed may include a boiler being noisy, sludged up pipes or poor water circulation;
- Repair or replacement of any equipment added to the standard heating system, such as a Magnaclean or similar device;
- Any system which is not wholly situated within **Your Property** or is shared with neighbouring dwellings;
- Thermostatic valves (TSVs);
- Adjustments to timing and temperature controls, or replacing controls which can be manually operated safely, including pilot light/flame re-lighting;
- Systems which are still working, but where **You** suspect a breakdown may be imminent (e.g., where a noise has developed), or where there is no apparent fault which can be observed by **Our Authorised Tradesperson**;
- Repair or replacement of gas household appliances such as cookers;
- Routine maintenance, servicing and cleaning, including repairs requiring a power flush;
- Replacement of the flue due to wear and tear;
- Issues relating to or caused by internet-connected thermostats and smart devices.

## Boiler/Heating and Hot Water System – Beyond Economical Repair (BER)

### What is covered?

If **Your** boiler is deemed to be **Beyond Economical Repair** in the opinion of **Our Authorised Tradesperson** (including any case where the parts needed to repair **Your** boiler are obsolete), **We** will pay **You** £250 as a contribution towards buying a replacement boiler/heating and hot water system.

This benefit is provided on a **Reimbursement Basis**: once **You** have purchased the new equipment, **We** will reimburse that amount.

**You** must submit a claim for reimbursement, with all supporting receipts and invoices, within 90 days, or as soon as reasonably possible, of **Our** initial attendance at **Your Home** for the **Emergency Assistance**.

If **You** have recently moved into **Your Home**, **We** recommend that **You** make sure **Your** boiler/heating and hot water system is serviced and fit for purpose.

## What is not covered?

If **You** ask **Us** to assist with an **Emergency** and **We** are not able to repair **Your** boiler/heating and hot water system as it is **Beyond Economical Repair**, but **You** choose not to replace it, **You** will no longer be covered for an **Emergency** under the Boiler/Heating and Hot Water System sections of this policy. All other sections of cover will remain in force.

## → Pest Infestation

### What is covered?

Removal of wasps and hornets, where evidence of infestation in **Your Home** has been found.

**Our Authorised Tradesperson** will help remove the infestation or provide measures to control this, which may require one or more visits. They may provide **You** with advice on infestation prevention, which **You** should then follow to prevent reoccurrence of the **Emergency** or **We** may not be able to assist again for the same issue.

### What is not covered?

- **Emergencies** caused by failure to follow recommendations made by **Us** and/or **Our Authorised Tradesperson** to prevent pest infestation, adopt hygiene measures and/or eliminate and block any pest entry points;
- Infestation by any animal, insect or other pest not specifically named under the section What is Covered.
- Damage to the **Property** and/or its contents caused by the pest(s);
- Pests found outside **Your Property** – such as in detached garages, outbuildings, or on **Your** land, or patio.

## → Roofing

### What is covered?

In case of sudden and unexpected damage to **Your** roof caused by a storm or bad weather, leading to water entering **Your Property** through any part of the roof, **We** will undertake an **Emergency** temporary repair only, to prevent further water ingress and damage.

This will consist of **Our Authorised Tradesperson** using tarpaulin or similar material to cover and protect the affected area of **Your** roof, until **You** can arrange for a permanent fix through **Your** home insurance or at **Your** own cost if this is not possible.

There may be situations where **Our Authorised Tradesperson** cannot provide **Emergency Assistance**, due to health and safety or where it is not fit and safe to do so (for example if the storm is still ongoing).

**Our** arrival timescales may be delayed, and **We** may be only able to assist once the bad weather has gone, in the interest of everyone's safety as required by law.

### What is not covered?

- **Emergencies** with **Your** roofing which are due to poor roof maintenance or wear and tear, or situations where it is evident that damage was not caused by a storm or bad weather;
- Any **Emergency** situation where there is damage to the roof however no water has entered the **Property**;
- Damage or loss to the **Property** itself or any contents, as a result of water entering the **Property** or any other roof damage;
- Replacement of tiles or any part of the roof itself, unless this is the only way to contain the **Emergency** and possible for **Our Authorised Tradesperson** to perform this work;
- Flat roofs;
- In any circumstance, a permanent repair following the **Emergency**;
- Shared roofs, or roofs not only directly above **Your** own **Property**. This includes intervening on the roof of a whole block of flats;
- Reoccurrence of a roofing issue after **We** provided **Emergency Assistance** previously and **You** failed to follow the recommendations of **Our Authorised Tradesperson** or get a permanent repair in place;
- Any **Emergency** not relating to the roof of the **Property** – such as issues with the roof on an outbuilding, shed or detached garage.

## ► General Exceptions that apply to Home Emergency and Boiler Cover

The following exceptions apply across Home Emergency and Boiler Cover.

**We** will not cover, or be liable for, any of the following:

1. Loss or damage arising from **Emergencies** which were known to **You** before the start of the **Period of Cover**.
2. Any loss where **You** did not contact **Us** to arrange **Emergency Assistance**.
3. Any cost incurred as a result of an **Emergency** but not directly related to **Us** providing **Emergency Assistance**, for example loss of earnings due to the **Emergency** in the **Property**;
4. Any loss or damage to **Your Property** and/or any of **Your** belongings of any kind, including precious items, as a result of the **Emergency**;
5. Any system, equipment or facility (including the plumbing, heating or electrical system, or any household appliance in the property) which has not been installed properly, or which is faulty or inadequate due to manufacturing or design faults, and any **Emergency**, loss or damage caused by these;
6. Disconnection or failure of mains services by a utility company or any equipment or services which are their responsibility. In these instances, **You** must call the utility provider to arrange direct assistance, at their or **Your** own cost;
7. Assistance where health and safety regulations, adverse weather, force majeure or risk assessments that have been carried out prevent **Our Authorised Tradesperson** from attending the **Emergency** to carry out any work at **Your Property**;
8. Cases where **You** failed to follow remedial advice provided by **Our Authorised Tradesperson** or **Our** agents when **We** assisted with an **Emergency** previously, or cannot prove that the work was conducted by a competent tradesperson or authority;
9. Costs for repair or assistance which are still covered by manufacturer, supplier, installer or repairer warranty or guarantee;
10. Day to day maintenance at the **Home**, which **You** should carry out, or replacement of items which wear out gradually over time;

11. Defects, damage, costs, failure or **Emergencies** caused by, or relating to, the attempted repair or modification by **You, Your** own contractor or a third party, malicious or wilful action, negligence, misuse, third party interference or faulty workmanship.
12. **Emergencies** in **Your Home** if it has been unoccupied for more than 60 consecutive days;
13. **Emergency Assistance** in circumstances where intervening would be against health and safety regulations and legislation, where more specialist contractors may be required, or where **You**, anyone living with **You** at the **Property** or anyone acting on **Your** behalf is aggressive or abusive towards **Our Authorised Tradesperson** or any of **Our** staff and agents, or **You** impede or prevent access to **Your Home** at the agreed appointment time or any reasonable time for **Us** to provide assistance;
14. Losses or **Emergencies** arising from subsidence, bedding down of new structures, demolition, structural repairs, alterations to the **Home** and/or its fabric, the use of defective materials, or river or coastal erosion;
15. Material and labour charges covered by manufacturers/suppliers/installers of any equipment;
16. Repair, replacement or assistance with a faulty or non-functional smart device or technology in the **Home**. **You** should contact the installer or manufacturer for this in the first instance;
17. Replacement of parts on a like for like basis where the replacement is required as part of the **Emergency Assistance**. **Our Authorised Tradesperson** may use parts similar to the one previously in use, however these may not be of the same brand or price of the previous part which required replacement. In all cases, parts fitted will be suitable and approved for use with the equipment **We** are providing assistance for;
18. Repair, replacement or assistance with steel and iron pipes, unless possible;
19. The cost of replacement parts due to natural wear and tear;
20. The cost to trace and access the source of the **Emergency**, and/or any reinstatement of the **Home** thereafter;
21. The removal of asbestos, if necessary. **We** may also not be able to provide cover if asbestos must be disturbed (i.e., moved or tampered with) to resolve the **Emergency**;
22. Provision of **Emergency Assistance**, reimbursement or benefit of any kind for any **Emergency**, loss or damage which arises as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
23. Provision of **Emergency Assistance**, reimbursement or benefit of any kind if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic laws, sanctions or regulations of the European Union, **United Kingdom** or United States of America.

## ► General Conditions that apply to Home Emergency and Boiler Cover

There are a number of conditions applicable to this policy, which **You** must respect and abide by in order for cover to be valid and for **Us** to provide **Emergency Assistance** under this policy.

**You** agree to be bound by, and respect, the following conditions at all times:

1. **You** must notify **Us** of an **Emergency** in the first place, using the methods specified in this document, and must not arrange assistance directly without **Our** agreement. **We** will only pay under this policy if **You**, or someone calling on **Your** behalf, notify **Us** directly as agreed, and **We** either arrange the **Emergency Assistance** directly or agree to settle **Your** claim on a **Reimbursement Basis**;
2. **You** may be asked by **Our** agents or **Authorised Tradesperson** to produce any required documentation, such as evidence of boiler or heating system maintenance. **We** may refuse to provide assistance if **You** are unable to provide this evidence, however this will depend on **Your** individual circumstances.
3. Where **We** agree to provide assistance or benefits on a **Reimbursement Basis**, **You** must obtain itemised invoices or receipts which clearly show all elements of what has been paid for. For work, such as where **You** arranged for **Your** own contractor with **Our** prior agreement, these must show all the equipment, parts and items paid for individually, as well as showing the cost of labour which was involved in the assistance, which must be listed separately. **You** must use qualified and suitably accredited tradespeople for all work, such as gas engineers holding Gas Safe certificates, if **You** are claiming assistance with gas boilers or pipework, and similarly qualified tradespeople for other work.
4. **You** must take reasonable care to provide complete and accurate answers to any questions asked at the point of buying your cover, making a claim and at all times, to the best of **Your** knowledge, or cover may be invalid.

## ► Making a claim



If **You** suffer an unexpected **Emergency** in **Your Home** which is covered under this section, it is important that **You** call **Us** as soon as possible on the 24-hour emergency helpline: **0330 053 0394** or visit **[www.theaa.homemanager.link](http://www.theaa.homemanager.link)**

To help **Us** assist **You** more quickly with **Your Emergency**, please have the following information to hand:

- **Your** name, address and postcode;
- **Your** policy number (if known);
- Details of the issue.

## What will happen next

Once **You** notify **Us** that **You** wish to claim assistance in an **Emergency**, **We** will:

- Advise **You** how to protect **Your Home** and family immediately;
- Arrange **Emergency Assistance** where **Our Authorised Tradesperson** will contact **You** to make an appointment;
- **We'll** keep **You** updated on **Your** claim progress.

In some circumstances, **We** may find it difficult to deploy an **Authorised Tradesperson** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. For example, this may be due to:

- excessive demand;
- bad weather;
- industrial action;
- parts availability; or
- little or no availability of a specialist.

If this is the case, **We** will assist on a **Reimbursement Basis**. **We** will agree that **You** may arrange **Your** own assistance locally, after which **We** will refund the cost **You** incurred, up to £500 including VAT. This will be in full and final settlement of **Your** claim under this policy.

Please make sure **You** obtain and keep fully itemised invoices or receipts from **Your** own contractors, evidencing payment, to support **Your** claim for reimbursement. **You** must submit these to **Us** within 90 days, or as soon as reasonably possible, of the date **We** agreed to cover **Your** claim.

## Other Insurance

If **You** make a claim for **Emergency Assistance** under this policy, or a reimbursement or any liability, loss or damage which is also covered by any other insurance policy partially or fully, **We** will only pay **Our** fair share of the claim.

## Claiming back our costs

If **We** think a third party is at fault for any part of a claim that **We** pay (e.g., that they may have contributed to or caused the **Emergency**), **We** may take action against them in **Your** name to get back the cost **We** paid.

**You** must give **Us** any help and information required to support this.

## Availability of parts

If **Our Authorised Tradesperson** does not carry the spare parts required on the day of **Your** appointment, **We** will do all **We** reasonably can to find and install parts from **Our** approved suppliers, using new parts or some parts which have been reconditioned by the manufacturer or manufacturer-approved third parties.

**We** may not replace parts on a like for like basis, but instead provide alternatives which are suitable for solving the immediate **Emergency**.

However, there may be times when replacement parts are delayed because of circumstances outside **Our** control. In these cases, **We** are unable to avoid delays in repairs and assistance, and we aim to keep **You** informed throughout **Your** claim.

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



## Home Emergency Cover

If you have Home Emergency as additional cover with your home insurance policy, the following section applies. Please refer to your Statement of Fact to check the additional cover you have.

# ▶ Home Emergency Cover

	Silver	Gold	Platinum
Buildings Insurance	×	➤	×
Contents Insurance	×	➤	➤
Joint Buildings and Contents Insurance	×	➤	×



Not available



Optional - Check your Statement of Fact

This section includes everything you need to know about Home Emergency Cover. Check your Statement of Fact to see if this cover is included.

## Demands and Needs

This policy meets the demands and needs of customers who require cover for emergencies in their home such as broken windows, damaged locks, failure of plumbing, drainage or a wasp/hornet infestation.

## Reporting an emergency



If you suffer an unexpected emergency in your home which is covered under this policy (as explained later in What is Covered), call us as soon as possible once you become aware by contacting our 24-hour emergency helpline on **0330 053 0394** or visit **[www.theaa.homemanager.link](http://www.theaa.homemanager.link)**

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**

Home Emergency Cover is provided by Inter Partner Assistance S.A. Inter Partner Assistance S.A 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. Inter Partner Assistance S.A. is part of the AXA Group.

## Definitions

Certain words and expressions used throughout and up until the end of this Home Emergency Cover section of this policy booklet have a specific meaning. To help identify these we've highlighted them in **bold**.

AAISL	Automobile Association Insurance Services Limited
Emergency/ Emergencies	A sudden unexpected event that from the details <b>You</b> provide requires immediate action to prevent damage or further damage to <b>Your Home</b> or to make <b>Your Home</b> safe or secure or habitable.
Engineer/Repairer	The person providing the services
Home	The private dwelling being either a house, bungalow, flat or maisonette (which may also be multi tenanted or sub let by landlords) named in the <b>Statement of Fact</b> , this excludes all detached outbuildings and garages, sheds and communal areas. The <b>Home</b> must be a single self-contained unit with its own front door.
Insured event	An incident giving rise to a valid claim under this cover.
Insurer	Inter Partner Assistance S.A. UK Branch which is fully owned by the AXA Assistance Group.
Period of insurance	The period of cover as shown in the <b>Statement of Fact</b> .
Policyholder	The person(s) named in the <b>Statement of Fact</b> .
Property	The <b>Home</b> and land within its boundary excluding any shared or communal areas.
Statement of Fact	The document which gives details of <b>You</b> , the <b>Insurer</b> , the <b>Home</b> and cover.
You, your	The <b>Policyholder</b> , spouse/partner, and their relatives normally living in the <b>Home</b> .
We, Us, Our	Inter Partner Assistance S.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for <b>You</b> to receive the <b>Emergency</b> services described in this Policy using authorised <b>Engineer/Repairers</b> .

## → Policy Wording

This section provides details of the types of **Emergency You** are covered for, along with specific scenarios **We** cover and exclude.

### What is covered?

**Your** Limits and Cover:

**We** will pay up to £500 per claim (including VAT) for call out, labour, parts and materials following an **Emergency** during the **Period of insurance**.

### What is not covered?

1. Routine maintenance work.
2. Any damage or breakdown related to the domestic boiler and the controls or programmer forming part of the boiler.
3. Any cost, including the cost of parts, relating to work carried out by **Your** own repairer unless it has been agreed by **Us**.
4. Damage to **Your** roof.

## → Water Escapes

### What is covered?

An **Emergency** relating to an uncontrollable water escape in **Your Home** from:

- a) the hot and cold water pipes between the main internal stopcock and the internal taps;  
or
- b) the cold water storage tank

### What is not covered?

1. Sections of the pipe which are shared.
2. Frozen pipes that have not resulted in confirmed damage.
3. Damage to water pipes to or from and in detached outbuilding, fountains, swimming pools, ponds and other decorative garden features, garden taps, treatment plants, roofs or other external property.
4. Damage to rainwater pipes and guttering.
5. Repair or replacement of cylinders, mains cold water stopcock, replacing steel or asbestos water tanks, immersion heaters, heating controls, water circulating and pressure pumps, radiators, radiator valves, shower units and fittings, steel pipes or heated towel rails.
6. Repair or replacement of washers or taps.
7. A leaking central heating radiator where **You** are able to turn off the radiator and stop the leak.
8. A leak from a gas boiler or appliance

## → Blocked drains, sinks and toilets

### What is covered?

An **Emergency** relating to a blockage preventing the flow in:

- a) a sink or toilet waste pipe in **Your Home**; or
- b) a drain within the boundaries of **Your Property** if **You** are solely responsible for these.

Conventional methods such as rodding and jetting will be used to overcome the **Emergency**.

### What is not covered?

1. Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available.
2. Repair or replacement of Saniflo systems or sanitary ware, shower trays or enclosures, and associated pumps.
3. Repairing or replacing soakaways (a pit filled with rubble for water to drain into), cesspits, treatment plants and their overflow pipes.
4. Claims relating to blockages which are found to be in external pipes that are outside the boundaries of **Your Property** or any shared pipes.
5. Repairs to damage caused by collapsed drains or tree roots.
6. Investigatory work requiring digging or the use of cameras.

## → Broken Windows

### What is covered?

An **Emergency** relating to breakages to external windows.

An **Emergency** repair will be carried out using boarding or similar material to resolve the immediate **Emergency**.

### What is not covered?

1. Claims for criminal damage when this has not yet been reported to the police and a crime reference number obtained.
2. Claims relating to windows that are shared/communal and that are not part of **Your Property**.
3. Damage to windows over 2 storeys high which require external access.

## → Damaged Locks

### What is covered?

An **Emergency** relating to:

Damage to locks on external doors where **You** are unable to secure **Your Home**.

### What is not covered?

1. Replacement of damaged locks if **Your Home** remains secure and You have other means of access.
2. Claims for criminal damage where a crime reference number has not been obtained.
3. Repair or replacement of complete multi point locking mechanisms.
4. Claims relating to doors for garages, outbuildings, sheds and communal doors that are not part of **Your Home**.
5. Provision of replacement or duplicate keys.

## → Wasps and Hornets

### What is covered?

Removal of wasps and hornets, where evidence of infestation in **Your Home** has been found.

### What is not covered?

1. Wasps and hornets outside of **Your Home** unless a nest is attached to the main structure of **Your Home**.
2. The removal of the nest itself (once treated this will not pose a further threat).
3. Infestation known to exist prior to commencement of cover.

## → Fire or Burglary

### What is covered?

Repairs to make **Your Home** safe, secure or habitable if required (and possible).

### What is not covered?

1. Claims for criminal damage where a crime reference has not been obtained.

## ➔ Internal Gas Supply Pipes

If you think there is a gas leak in **Your Property**, **You** must immediately call the National Gas Emergency Service to get **Your** gas supply isolated.



Their emergency number is: **0800 111 999**.

Also make sure **You** open any windows possible, near the source of the leak, to get fresh air into the **Property** and allow the gas to escape.

Please only call **Us** to arrange **Emergency Assistance** once **You** have taken these steps, as it is vital to protect the safety of **You** and others in **Your Property**.

### What is covered?

Following attendance by the National Gas Emergency Service, an **Emergency** as a result of damage to the internal domestic gas supply pipe, between the meter and the gas appliance, which has resulted in the reported leak.

### What is not covered?

1. Leaks resulting from the appliance itself.
2. Repair or replacement of gas appliances.
3. Services or repair of **Your** boiler or central heating system resulting from the gas supply failure.

## ▶ General Exceptions that apply to Home Emergency Cover

The following exceptions apply across Home Emergency Cover.

1. Systems or structures which have not been installed or fitted by a suitably qualified workman, unless they were installed or fitted prior to **You** becoming the occupier of **Your Home**.
2. Any claim as a result of circumstances which **You** knew about before the start of cover under this section.
3. Any claim as a result of a fault that needed repairing before the start of cover or one which was not adequately repaired previously.

4. Damage because **You** have not used any of the systems or structures covered by this policy properly.
5. Indirect loss of any kind.
6. Damage caused by a deliberate act by **You** or anyone else living in **Your Home**.
7. Mechanical or electrical breakdown or failure of any domestic appliance or anti-theft device.
8. Any expense which **You** would have incurred anyway to protect **Your Home** against loss or damage if no **Insured Event** had taken place.
9. Any loss or damage that is covered under a more specific policy.
10. Any fall in market value as a result of repairs or reinstatement.
11. Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
12. Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
13. Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. Any legal liability, loss or damage to **Your Property**, or any resulting loss or expense directly or indirectly caused by, or contributing to, or arising from: ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment, or its nuclear parts.
15. Loss, damage, or any resulting loss or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is: caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of insurance** at **Your Property**; and reported to the **Insurer** within 30 days of the end of the **Period of insurance**. In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
16. Loss, damage, cost or expense of whatever nature, directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing at the same time, or in any other sequence to the loss.  
For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people, 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, or any section of the public in fear.

# General Conditions that apply to Home Emergency Cover

## **Your** duty

The insurance cover provided depends on the terms and conditions in this policy document.

**You** must comply with these terms and conditions to have the full protection of **Your** policy.

It is **Your** duty to provide **Us** with correct information and answer **Our** questions with reasonable care and honestly, truthfully and completely. **You** must tell **Us** as quickly as possible if **You** change **Your Home** address.

If **You**, or anyone acting for **You**, have deliberately misrepresented the answer to **Our** questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers have:

- influenced **Our** decision to provide **You** with insurance **We** would otherwise not have agreed to provide, or
- influenced the terms and conditions on which **We** have provided cover, or
- prevented **Us** from charging the correct premium

## **We** will:

- treat **Your** policy as if it never existed and return any premium **You** have paid for the policy, unless **We** have identified a false or fraudulent claim when the conditions about fraudulent claims in the following Making a Claim section, will also apply; and
- serve **You** with a 7 day notice of cancellation on all other policies that **You** hold with **Us**.

If the misrepresentation is not deliberate but is careless **We** will either:

- treat **Your** policy as if it never existed and return any premium **You** have paid for the policy if **We** would not have accepted the risk had **You** given the correct information; or
- amend **Your** policy details to record the correct information, apply any terms that would have been applied had **You** given the correct information, and charge and collect any additional premium due.

## ► Making a claim



If **You** suffer an unexpected **Emergency** in **Your Home** which is covered under this section, it is important that **You** call **Us** as soon as possible on the 24-hour emergency helpline: **0330 053 0394** or visit **[www.theaa.homemanager.link](http://www.theaa.homemanager.link)**

To ask for **Emergency** assistance **You** must call the helpline number within 24 hours of discovering the **Emergency**.

Home Emergency Cover is for **Emergencies** only and does not apply to any claim that is not an **Emergency**.

If **You** are not the registered owner of the **Property**, but are the registered tenant, then for cover to be valid **You** must, at the time of making a claim, confirm that **You** have the registered owner's consent to allow **AAISL** or their representatives to deal with the **Insured Event**, remedial work and/or service (as applicable) in the property **You** are renting. If these conditions are not fulfilled then **We**, and/or **AAISL** reserve the right not to provide service and/or cover under the terms of **Your** policy.

### Fraudulent claims

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

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **Our** questions or withheld any relevant information in order to influence **Us** to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **Us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void

**We** will investigate the claim and this could result in legal action by **Us**.

**We** may:

- treat **Your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **You** have paid for these policies; serve **You** with a 7 day notice of cancellation on all other policies that **You** hold with **Us**;
- pass details to the Police and fraud prevention agencies; or
- refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs that **We** have incurred;

## The law and language which applies to the policy

The **Policyholder** and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which the **Policyholder** resides at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If the **Policyholder** is not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

The terms and conditions and all other information concerning this insurance are supplied in the English language and **AAISL** undertake to communicate in this language for the duration of the policy.

Save for the rights granted to **AAISL** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

# ► Cancellation terms that apply to Additional Cover

## Definitions

Certain words and expressions used throughout and up until the end of the Cancellation Terms section of this policy booklet have a specific meaning. To help identify these we've highlighted them in **bold**.

AAISL	Automobile Association Insurance Services Limited.
Insurer	The insurer of the additional cover as defined within each section.
Statement of Fact	The document headed Statement of Fact giving details of the persons insured, the insurer, details of the insured home, the cover, the premium and the period of cover.
You, Your	The policyholder.

Cancellation procedures depend upon who invokes cancellation.

### a) The Insured

If the Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover benefits detailed in this policy wording are included as standard within **Your** home insurance policy then this cover can only be cancelled when **You** cancel **Your** home insurance policy. Please refer to the cancellation wording under the 'General conditions that apply to Sections 1 to 3'. **You** can check whether these benefits are included as standard by referring to the 'About Your Cover and Price' section on **Your Statement of Fact**.

If Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover have been added to **Your** home insurance policy as additional cover, **You** can cancel this policy without cancelling **Your** home insurance policy. The following cancellation conditions apply.

If cover has started, **You** have a right to cancel and receive a refund which will be subject to a charge for the period of cover **You** have received. No refund of premium will be allowed if a claim has or is being made against **Your** home insurance policy during the current period of cover.

Where cover has not started, **You** will be entitled to a full refund of the premium **You** have paid.

Where **You** cancel the home insurance policy, your additional cover will also be cancelled on the same date.



If **You** need to cancel Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover contact **AAISL** on **0330 053 0203**.

#### **b) AAISL (Instalment defaults)**

If **You** are paying for **Your** home insurance policy and Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover policy by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel both **Your** home insurance policy and these products following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium due on **Your** home insurance policy, Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover and apply it to pay or reduce any sums owed to **AAISL** including commission (up to a maximum of £75) paid by the **Insurer** to **AAISL** in relation to these and any outstanding premium due on Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover. Please see the terms and conditions of **Your** home insurance policy for details as to the circumstances in which a refund may be payable on that policy.

#### **c) Insurer and AAISL (Excluding Instalment defaults)**

The **Insurer** or **AAISL** may cancel Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover if there are grounds to do so, these are:

1. **You** provide the **insurer** or **AAISL** with inaccurate or incomplete information.
2. **You** act in a fraudulent manner.
3. **You** fail to pay the premium.
4. **You** use threatening or abusive behaviour or language towards **AAISL** or **Insurer** staff or suppliers.
5. **You** make a change to **Your** information which renders the risk no longer acceptable to insure.
6. **You** no longer own the insured home.

**Your Insurer** or **AAISL** will send at least 7 days written notice to **Your** last known address. Should **You** make a change which means the risk is no longer acceptable for **Us** to insure, the policy would then be cancelled with immediate effect. The **Insurer** reserves the right to backdate the cancellation to the date **Your** details changed which made it no longer acceptable for **Us** to insure.

Provided that:

- (i) a claim has not been made or is not in the process of being made against **Your** home insurance policy during the current period of cover;
- (ii) cancellation is not due a false declaration or fraud; and
- (iii) all instalment payments are fully up to date

then a full pro rata premium refund from the date of cancellation will be paid to **You**.



# **Managing your policy and use of your data**

# **Renewing Your Cover**

## **Automatic renewal**

If you are paying annually by continuous debit or credit card, or on instalments by Direct Debit, and have agreed to allow us to automatically renew your policy each year, your cover will automatically renew after 12 months, for a further 12 months, unless you contact us to tell us otherwise. Automatic renewal is subject to us holding a valid debit or credit card if you pay annually, or there being a valid Direct Debit Instruction in place and you passing our affordability check if you pay by monthly instalments. We will write to you in good time before your renewal to confirm renewal terms.

If you are paying by continuous card payment and your card details change, your card provider may provide us with updated details which we will use at renewal.

If you wish to stop your policy from automatically renewing, There are several ways to contact our customer service team:



**Phone: 0330 053 0203**



**Website:** [theAA.com/stop-auto-renew](https://theAA.com/stop-auto-renew)



**Post:** AA Insurance Services Ltd,  
Q3 Quorum Business Park,  
Benton Lane,  
Newcastle Upon Tyne,  
Tyne & Wear,  
NE12 8EX

If you are paying through our instalment account by Direct Debit over 12 months, at the end of each 12-month period we will write to confirm your premium and the new monthly instalments that you will have to pay and any changes to cover that will take effect at renewal.

If your policy is automatically renewed, you are entitled to a refund of any monies paid, subject to those fees specified in the cancellation wording under the section titled 'General conditions that apply to Sections 1 to 3'; (unless you have made a claim) up to 14 days after the date you receive your policy documentation or the date you enter into the contract (whichever is the later).

## **Single annual payment**

If you have chosen to pay by single annual payment we will write to you at least three weeks before your renewal is due. To renew, please call our customer service team on **0330 053 0203** once you have received your renewal documents.

## General renewal terms

When we send you your renewal terms these may include renewing to a different authorised insurer if one of our underwriting panel members is offering a lower premium or your existing insurer is not offering renewal. On occasions our underwriting panel members are not able to offer a renewal, this can happen for reasons such as:

- The product is no longer available;
- Your claims history;
- You no longer meet our panel members' underwriting criteria.

When your home insurance policy renews, any additional cover (such as Home Legal Expenses, Home Emergency and Boiler Cover or Home Emergency Cover) will also be renewed unless you tell us not to. If you wish to add or remove any of your additional cover at renewal please contact our customer service team.

Your separate contract with AAISL (see 'About Our Insurance Services') will automatically renew if your home insurance policy renews.

If you do not wish your policy to renew, or have any questions, please call our customer service team.



**Customer services helpline**  
**0330 053 0203**

**Please remember that you'll need the policy number and customer ID from your Statement of Fact each time you contact us.**

# ► How to look after your home – hints and tips

## Protecting your home

If you suffer loss or damage to your home, your insurance policy can help put things right. However, even settling a claim quickly may not compensate you for the worry and inconvenience you have suffered. There are however, some steps you can take to help prevent loss or damage in the first place. Here's some hints and tips to help you protect yourself, your family and your home.

## Fire safety

- Fit smoke alarms on each level of your home. Carry out regular battery checks to make sure the alarms are working.
- Kitchen safety, take pans of hot oil off the heat or turn the heat down if you are called away from the cooker e.g., by a phone call.
- Be careful not to overload sockets – plugging too many electrical appliances into one socket can cause overheating.
- Plan an escape route and make sure everyone knows what to do in the event of a fire.
- Close all doors when your home is unoccupied and when you go to bed at night.

## Flood

- If you think a flood is likely, take as many of your belongings as possible upstairs.
- Following a flood, make sure the mains electricity is switched off and never use appliances that may be wet.

## Burst pipes

- Insulate your water pipes and tanks – don't forget the loft.
- If you've upgraded your loft insulation this will make the loft colder so it's important that pipes and tanks are fully insulated.
- If your pipes freeze, turn off the water at the mains and thaw them out slowly using hot water bottles (never use a heat gun or blow torch).
- Keep heating on at low levels (even if you are away) to help prevent freezing.
- Locate your main internal water stopcock so you can turn off the main water supply in an emergency – normally found under the kitchen sink, under-stairs cupboard or where the service pipe enters the building. To prevent seizure, check the stopcock regularly to ensure it's fully functional.
- If you're going to be away for a long period over the winter, ask for a friend or relative to check your home to ensure no bursts have occurred.

## Theft

- Ensure all windows are fitted with key-operated window locks and external doors have locks conforming to British Standard 3621. Make sure these are locked when you're not using them.
- Ensure your garage, shed and other outbuildings are locked.
- Keep all keys in a safe place, not in the door or within reach of the letterbox.
- Don't leave spare keys outside of the home.
- Don't leave ladders outside. Keep any tools that could be used to break into your home safely locked away.
- Keep your valuables in a safe place and out of sight.
- When you're out, set a timer to turn interior lights on and off at varying intervals to look as if someone is home.

## ► To make a complaint

If you would like to make a complaint, there are several ways you can contact us. We will do our best to try and resolve the situation.



**Phone:** 0344 209 0556



**Email:** [insurance.complaints@theaa.com](mailto:insurance.complaints@theaa.com)



**Text phone:** 0370 600 1303



**Post:** Customer Solutions,  
The Automobile Association,  
Park Square,  
Birdhall Lane,  
Cheadle,  
SK3 0XN

Text users can contact us on any of our published telephone numbers via the "Next Generation Text Service" (formerly Text Relay).

We will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we've concluded our investigations within this period.

If we acknowledge your complaint, we'll advise you who is dealing with it and when you can expect a final response. We aim to provide a final response within 8 weeks, however, if we're unable to do so, we'll contact you before this time and let you know why, along with details on how long we expect our investigations to take.

If you are unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

## Contacting the Financial Ombudsman Service

You need to contact the Financial Ombudsman Service within 6 months of receiving the final decision on your complaint. The Financial Ombudsman Service has discretion to look at complaints outside this time limit in exceptional circumstances e.g., if you were incapacitated during the 6-month period.

There are several ways you can contact them:



**Phone:** 0800 023 4567 or 0300 1239 123



**Website:** [financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)



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



**Post:** Insurance Division  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## Office of the Arbiter for Financial Services

If your policy is underwritten by Accredited Insurance (Europe) Limited UK Branch, you may also be able to refer your complaint to:

Office of the Arbiter for Financial Services, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245, if you are not satisfied with their final response or they have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making your complaint to the Arbiter to use this service.

## About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a “complaint” refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms “person” does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [financialarbiter.org.mt](https://financialarbiter.org.mt)

## Complaints about your insurer

If your complaint is about your insurer, and your insurance is with certain underwriters at Lloyd's, you can contact them in several ways:



**Phone:** 020 7327 5693



**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)



**Post:** Policyholder and Market Assistance  
Market Services  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Make sure you have your policy number to hand.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

## Is there any protection for me if my insurer is unable to meet its liabilities?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For home insurance you are covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0800 678 1100 or 0207 741 4100.

**Please make sure you always quote your policy number and customer ID from your Statement of Fact.**

**This complaints procedure doesn't affect your statutory rights.**

## Use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our insurance policies and products are the Automobile Association Insurance Services Limited and separately the underwriter(s) of your policy.

Full details on how we use your information, and contact details for our Data Protection Officer can be found at [theaa.com/privacy-notice-insurance](https://theaa.com/privacy-notice-insurance). We may update our privacy notice from time to time.

Please see your insurer's privacy policy for how they process your personal data.

### **Personal data we hold, use and the reasons for processing**

We collect and use your personal data to provide you with insurance policies. We use this to:

- assess your application and consider whether or not to offer you the product or service, as well as the price, the risk of doing so, the availability of payment method and the terms of the policy;
- provide you with direct marketing (subject to your preferences);
- help us develop new products and services, as well as improve our current ones;
- comply with legal and regulatory obligations and requirements;
- improve the operation of our businesses;
- share information with our business partners to help provide our products and services (e.g., claims handling); and
- enable AA Group companies to perform any of the above purposes.

These uses are generally needed to provide the services to you and for our legitimate interest.

### **Disclosures and Transfers**

We share your information where required for the reasons described above:

- within AA Group companies;
- our suppliers and business partners;
- government organisations; and
- with one or more credit reference and fraud prevention agencies to perform credit, risk and identity checks on you.

There might be instances where we rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses. Where there is access to data from international locations, we have appropriate contractual safeguards in place.

## Your rights

Below is a list of the rights that all individuals have under UK data protection laws.

You have the right to:

- be informed about the processing of your personal information;
- have your personal information corrected;
- object to processing;
- request restriction of processing;
- have your personal information erased;
- request access to your personal information and how we process it;
- move, copy or transfer your personal information; and
- rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we'll comply with your request. Where we can't comply, we'll let you know the reasons why.





THPB 0924