

SECOND HOME HOLIDAY HOME INSURANCE

FOR FAMILY, FRIENDS & PAYING GUESTS

Policy Wording



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Your Policy Wording

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

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

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

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

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

Important

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

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

The law applicable to this Policy

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise, the Law of England and Wales applies to this **Policy**.



How to Use this Policy

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

Why some words are shown in bold type

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

Cover details

You will find the following headings on many pages:

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

To help you further

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



Important Telephone Numbers

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

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



Important Information

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

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

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

Collision

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

Drains

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

Escape of water

Your cover for escape of water is designed to cover damage to **Your** property caused by water leaks. One of the biggest risks of water damage occurs when **You** are away during the winter when pipes can freeze and burst, causing large amounts of damage.

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

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

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

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



Important Information continued

Fires

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

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

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

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

Floods

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

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

Storms

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

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

Subsidence

Damage caused by **Subsidence** is the result of ground movement affecting **Your** property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than **Subsidence** and this natural **Settlement** is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that **You** tell **Us** as soon as possible if **You** think **Your** house may be affected.



Important Information continued

Thefts

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

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

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

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

Making sure your cover stays in place

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

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

These include:

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

Checking for changes to your cover

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

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



Definitions

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

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

Definitions are listed alphabetically.

Buildings

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

- Oil gas tanks, cesspits, septic tanks and soakaways.
- Permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts.
- Walls, gates, fences, hedges, terraces, patios, drives, paths, artificial lawns, statues, decking, railings, gazebos, pergolas.
- Car ports, garages including garages on nearby sites.
- External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, air and ground source heat pumps.
- Fixed recreational toys and brick built barbecues.
- Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used.
- Inspection hatches and covers all supplying **Your Home**.
- Outbuildings.

Business Equipment

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

Contents

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

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

Domestic Staff

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



Definitions continued

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

in the Schedule.

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

every claim made.

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

to occupy the **Home**.

Flood An invasion of the property by a large volume of water caused by a

rapid build-up of or sudden release of water from outside the **Buildings**.

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

Heave The upward or sideways movement of the site on which **Your Buildings**

are situated other than **Settlement** caused by swelling of the ground.

Home The private residence shown in the Schedule including its garages and

Outbuildings if they form part of the property.

Landslip Sudden movement of soil on a slope or gradual creep of a slope over

a period of time other than **Settlement**.

Money Coins and bank notes in current use, cheques, postal orders, postage

stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment

tickets and electronic money cards.

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

card liability.

Outbuildings Sheds

Greenhouses

Summer houses

Other **Buildings** but not including touring caravans, mobile homes, motor homes or structures made of canvas, PVC or

any other non-rigid material

which do not form part of the structure of the main **Building** of the

Home and are used or occupied for domestic purposes.

Period of Insurance The dates shown on the Schedule. A new Schedule will be issued by

email to the registered email address subject to payment of premium

being made and accepted.

Personal Effects Clothes and items of a personal nature likely to be worn, used or

> carried. For example portable radios and TVs, hand held games consoles, MP3 players, mobile phones and sports equipment.

Policy Your policy booklet and most recent Schedule which include any

Endorsement(s).

Settlement The natural movement of new properties in the months and years

after they are built.



Definitions continued

Storm

A period of violent weather defined as:

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

Subsidence

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

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

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

Valuables

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

Vehicles

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

The following items are not included in this definition:

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

^{*}Equivalent to Storm Force 10 on the Beaufort Scale.



Definitions continued

- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin Brown or black rats, house or field mice, grey squirrels, owls, pigeons,

foxes, bees, wasps or hornets.

We/Us/Our AXA Insurance UK plc.

You/Your The person or persons named in the Schedule as the policyholder and

their domestic partner(s).



General Conditions

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

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

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

Providing accurate and complete information

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

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

Mains services / heating - Escape of water

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

- a. The water is turned off at the mains and the water and heating system is drained; or
- b. The **Home** shall be maintained at a temperature not less than 13°C.

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

The value of your contents

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



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

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

The value of your buildings

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

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

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

Updating sums insured

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

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

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

Taking care of your property

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

You must maintain the Buildings and Contents in good repair.

Dual insurance

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



Changes in your circumstances

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

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

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

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

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

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

Fraud

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

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

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

Then:

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



Sanctions

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

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

Cancelling your cover

Statutory cancellation rights

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

Mail Cherish Insurance Services

Carlson House, Bradfield Road, Wix CO11 2SP

Tel 0800 197 2770 option 2

Email enquiries@cherishinsurance.co.uk quoting **Your Policy** number.

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

Cancellation outside the statutory period

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

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

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

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

Our right to cancel your cover

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

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



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

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

Non payment of premiums

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

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



Claims Conditions

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

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

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

The first thing you must do

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

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

You should always

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

Alternatively You can send an email to enquiries@cherishinsurance.co.uk. You should only notify **Us** by email if **You** do not need urgent assistance.

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

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

- a. Take details of the loss.
- b. Arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately.
- c. Instruct an approved supplier to contact **You** if appropriate.
- d. Where necessary, arrange for someone to call or contact You by telephone as soon as possible to discuss Your claim. This person may be one of Our own claims staff or an independent Chartered Loss Adjuster.



Claims Conditions continued

Emergency process

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

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

What you must do after making your claim

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

Proof of your claim and its value

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

What you must not do

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



Claims Conditions continued

What we are entitled to do

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

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

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



How We Settle Claims

Buildings, Contents and Personal Possessions sections

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

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

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

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

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

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

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

Matching sets, suites and carpets

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

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

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



No Claims Discount

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

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

No claims discount protection

Your Policy automatically includes protected no claims discount.

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

Scale of no claims discount

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



General Exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

Riot/civil commotion

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

Sonic bangs

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

Reduction in market value

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

Confiscation

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

The exclusions above do not apply to the following covers

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

Radioactive contamination

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

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

War risks

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



General Exclusions continued

Terrorism

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

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

Pollution/contamination

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

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

Gradual deterioration/maintenance

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

Deliberate loss or damage

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

Virtual currencies

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



Contents Cover

Your Schedule will show if this Section is in force.

What are contents?

All of the following things are included provided that they belong to You, or **You** are legally responsible for them, and that they are mainly used for private purposes.

Household Goods

This includes tenants' fixtures, fittings and interior decorations, but does not include Money, Personal Effects and Valuables.

What contents are not covered?

- Vehicles and caravans.
- b. Any living creature.
- c. Documents.
- d. Lottery tickets and raffle tickets.
- e. Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as the occupier.

What is the most we will pay?

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

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

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

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



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



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



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



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



Contents Cover continued

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

Cover is not insured.



Contents Cover continued

What is covered

18. Frozen food

Loss or damage to food in a fridge or freezer which is made inedible by:

- a. A change in temperature.
- b. Contamination by refrigerant or refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

- 1. In the Home.
- 2. Owned by or be the responsibility of You.

What is not covered

- 18. Loss or damage resulting from:
 - a. The deliberate act of You or any electricity supplier.
 - b. Strike, lock-out or industrial dispute.
 - c. Frozen food mainly used for business, trade, profession or employment purposes.

19. Tenant's liability

(applicable if **Your Home** is rented)

Any amount that **You** or **Your Family** become legally liable to pay as tenant of Your Home in respect of:

- 1. Damage to the **Buildings** by any cause specified under Buildings Cover of this **Policy**.
- 2. Accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from Your Home.
- 3. Accidental breakage of:
 - a. Fixed glass in:
 - i. Windows.
 - ii. Doors.
 - iii. Fanlights.
 - iv. Skylights.
 - v. Greenhouses.
 - vi. Conservatories.
 - vii. Verandahs.
 - b. Fixed ceramic hobs or hob covers.
 - c. Fixed sanitaryware and bathroom fittings.

We will not pay more than £60,000 for **Contents** for any claim or series of claims arising from any one event or one source or original cause.

19. Loss or damage to gates, hedges and fences.



Contents Cover continued

What is covered

20. Liability to domestic staff

Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

- 20. Your legal liability to pay compensation or costs for bodily injury (including death) sustained by any Domestic Staff when they are:
 - a. Carried in or on a Vehicle, or
 - Entering into or getting out of a
 Vehicle where such bodily injury
 or illness (including death) is caused
 by or arises out of Your or Your
 Family's use of any Vehicle.

21. Occupiers and Public Liability

We will pay up to £5,000,000 (including costs and expenses agreed by Us in writing) for any one claim, or series of claims, arising from any one event or one source or original cause that You become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the Period of Insurance for accidental:

- a. Death, bodily injury or illness of any person.
- b. Damage to material property not belonging to or in the custody or control of You, Your Family and Friends, Guests or Domestic Staff arising from:
 - The occupation of the **Home** (but not its ownership).
 - ii. Your private pursuits.
 - iii. The employment by **You** of **Domestic Staff**.

- 21. Legal liability to pay compensation or costs arising from:
 - a. Any business, trade, profession or employment other than renting the property to **Guests**.
 - b. The transmission of any contagious disease or virus.
 - The ownership, possession or use of Vehicles.
 - d. Owning, possessing or using drones including mechanically propelled aerial toys, models or devices.
 - e. Owning, possessing or using caravans.
 - f. Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, and cross breeds of these with any other breed.
 - g. Owning any species of animal not domesticated in the UK.
 - h Death of or bodily injury or illness to **You, Your Family and Friends**.
 - i. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.
 - j. Any liability which is covered under a more specific policy.

Continued on next page



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



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

Your bodily injury or illness. j. While the **Home** is **Unoccupied**

or **Unfurnished**.



Buildings Cover

Your Schedule will show if this section is in force.

What is the most we will pay?

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

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



cherish Buildings Cover continued

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



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



What is covered

13. Pipes and cables

Accidental damage to:

- a. Cables.
- b. Drain inspection covers.
- c. Underground drains, pipes or tanks providing services to or from the Home and for which You are responsible.

We will also pay up to £5,000 for any one claim for necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.

What is not covered

Loss or damage while the Home is Unoccupied or Unfurnished.

Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.

If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.

Cover for accidental loss of metered water may apply under Contents Cover cause 15.

14. Glass and sanitaryware

Accidental breakage of:

- a. Fixed glass in:
- i. Windows.
 - ii. Doors.
 - iii. Fanlights.
 - iv. Skylights.
 - v. Greenhouses.
 - vi. Conservatories.
 - vii. Verandahs.
- b. Fixed ceramic hobs and ceramic tops of cookers.
- c. Fixed sanitaryware and bathroom fittings.

Loss or damage while the **Home** is Unoccupied or Unfurnished.

Damage to property that does not form part of the **Home**.

15. Replacement of locks

We will pay for the cost of replacing keys and locks or lock mechanisms to:

- a. External doors and windows of **Your Home**
- b. A safe within Your Home
- c. An alarm protecting **Your Home** after the keys are lost or stolen.

We will not pay more than £1,000 for any one claim.

Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency. 15. The cost of replacing keys and locks to a garage or Outbuilding.

We will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.



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



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

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

Continued on next page

d. Owning, possessing or using

caravans.

a. Death, bodily injury or illness of

any person.



cherish Buildings Cover continued

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



Home Emergency

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

The assistance services described in this **Policy** are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

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

Definitions

Additional definitions applicable to this section only.

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

Authorised Tradesperson	A tradesperson authorised in advance to carry out repairs
	under this Policy .

Beyond Economical Repair The point at which **We** deem the cost to repair **Your** boiler

exceeds it value.

Covered Events Emergency to essential services within the insured **Property**

shown on the Schedule.

The result of a sudden and unforeseen incident at the **Emergency**

Property which immediately:

a. Exposes You or a third party to a risk to Your or their health, or

b. Creates a risk of or loss of or damage to the **Property**

and/or any of Your belongings, or

c. Renders the **Property** uninhabitable.

Emergency Repairs Work undertaken by an **Authorised Tradesperson** to resolve

the **Emergency** by completing a **Temporary Repair**.

United Kingdom (Great Britain, Northern Ireland, Isle of Man, **Local Territory**

and the Channel Islands). In the Isle of Man and the Channel Islands, please note it is more likely that **We** will settle **Your**

claim on a Reimbursement Basis.

Period of Insurance One year from the start or renewal date shown on Your

Policy Schedule.



Permanent Repair

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

Property

The private dwelling used for domestic purposes, excluding garage, garden and outbuildings as shown on **Your Policy** Schedule.

Reimbursement Basis

In certain cases, We may not fully or directly arrange assistance on **Your** behalf following an **Emergency**. With **Our** agents' prior agreement, and subject to **You** providing fully itemised invoices or receipts as specified in the General Conditions, **We** will instead reimburse **You** for the expenses **You** incurred as a direct result of the **Emergency** up to the limits specified in this **Policy** wording. This can be either;

- a. where not possible for Us to directly arrange for Your problem to be resolved (either because We do not have an Authorised Tradesperson in Your geographical area who is suitable for dealing with Your specific Emergency, or cannot provide assistance quickly for other reasons), as a contribution for You to arrange and pay for Your own assistance or repair. This will be in full and final settlement of Your claim; and/or
- b. in the event of a claim for temporary accommodation after an **Emergency**, or replacement of **Your** heating equipment if deemed **Beyond Economic Repair**, after **You** arrange and pay for these yourself.

Temporary Repair

A repair undertaken by an **Authorised Tradesperson** which will resolve an **Emergency** but will need to be replaced by a **Permanent Repair**.

We/Us/Our

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

You/Your

The policyholder and/or any member of the insured's immediate **Family**.

General conditions

- a. We will only pay costs which are incurred as a direct consequence of the event which led to the claim You are making under this Policy up to the Policy limit shown in the sections entitled "Home Emergency".
- b. No costs for repairs are payable under this insurance, unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims service telephone number provided and **We** have approved an **Authorised Tradesperson** in advance to make a **Temporary** or **Permanent Repair**.



- c. Claims may not be made under this **Policy** for the first 14 days unless **You** are renewing an existing **Policy**.
- d. You must quote Your Policy number when calling for help. You must produce the relevant identification including boiler service receipts on the demand of the **Authorised Tradesperson** or **Our** other nominated agent.
- e. If any loss, damage or expense covered under this insurance **Policy** is also covered by any other insurance or maintenance contract, We will not pay more than Our fair share of any claim.
- f. This insurance does not cover normal day to day maintenance at Your Property that You should do. Nor does it pay for replacing items that wear out over a period of time or replacement parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**.
- g. You must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action.
- h. During any 12 month period **We** will not be responsible for more than three claims.

Home emergency

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

We will then do the following:

- a. Advise You about how to protect yourself and the Property immediately.
- b. Organise and pay up to £1,500 including VAT, call out, labour, parts and materials to carry out an Emergency Temporary Repair, or if at a similar expense an Emergency **Permanent Repair.**
 - If the **Temporary Repair** will cost more than £1,500 including VAT to complete **We** will advise **You** how much, in total, the repair will cost. **We** will proceed with the repair only if **You** agree to pay the amount over £1,500.
- c. In the event of the property becoming uninhabitable and remaining so overnight because of the covered event, **We** will, subject to **Your** prior agreement with ourselves, pay up to £250 including VAT in total for:
 - **Your** overnight accommodation and/or
 - ii. Transport to such accommodation.



What is covered

The **Covered Events** are listed below:

- 1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
- 2. Blockages in toilet waste pipes.
- 3. Broken or damaged windows, doors and locks presenting a security risk to the property.
- 4. Complete electricity failure within the property.
- 5. Complete central heating or boiler failure. You are also covered for a primary system running on air, ground or water source heat pumps, however **We** may settle claims for these types of energy on a Reimbursement Basis if **We** do not have a suitable **Authorised** Tradesperson locally to You.
- 6. Hot water failure.
- 7. Animals or insects that are destructive in their natural behaviour or considered as pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasp nests and hornet nests only.

There are conditions and exclusions which limit **Your** cover. Please read them carefully to ensure this cover meets **Your** needs. We do not wish You to discover after an incident has occurred that it is not insured.

The Home Emergency **Policy** is not a maintenance contract.

What is not covered

The following are excluded from the insurance:

- 1. Any leaking or dripping tap that needs a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitaryware.
- 2. External overflows, external guttering.
- 3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- 4. External water supply pipes after the internal stop tap.
- 5. Septic tanks and swimming pool installations.
- 6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to **Your** claim, **You** will be asked to produce the evidence at the time of the claim.
- 7. Boilers over 15 years old.
- 8. Boilers that are beyond economical
- 9. Shared water/drainage facilities.
- 10. Material/labour charges covered by manufacturers/suppliers/installers.
- 11. Replacement of light bulbs and fuses in plugs.
- 12 Any failure of electricity that affects only part of the property.
- 13. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- 14. Loss, damage to windows, doors or locks for outbuildings, garages and sheds.
- 15. Pests outside the main dwelling e.g. in the garages and other outbuildings.



cherish Home Emergency continued

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



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



How to make a claim

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

You should have the following information available upon request:

- a. Your name and Property postcode.
- b. Your Policy number.
- c. An indication as to the nature of the problem.

Our promise

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

Complaints procedure

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

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

UK

Phone: 01737 815913

Email: homeemergencycomplaints@axa-assistance.co.uk

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

Financial Ombudsman Service **Exchange Tower** London E14 9SR UK

Phone: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk



Financial Services Compensation Scheme (FSCS)

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

Data Protection

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

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

These activities may include:

- a. use of sensitive information about the health or vulnerability of You or others involved in Your home Emergency, in order to provide the services described in this Policy. By using **Our** services, **You** consent to **Us** using such information for these purposes;
- b. disclosure of information about You and Your insurance cover to companies within the AXA group of companies, to **Our** service providers and agents in order to administer and service Your insurance cover, to provide You with home Emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of Your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this **Policy** and validating **Your** claim; and
- e. sending You feedback requests or surveys relating to Our services, and other customer care communications.

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

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



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

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

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

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

Email: dataprotectionenquiries@axa-assistance.co.uk

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



Family Legal Protection

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

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

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

- a. The Insured Incident takes place in the Insured Period and within the Territorial Limits
- b. The **Legal Action** takes place in the **Territorial Limits**.

Important Conditions

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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



Definitions

The following definitions apply to Family Legal Protection only.

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

Adviser Our specialist panel solicitors or their agents appointed by **Us**

> to act for You, or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises,

another legal adviser nominated by You.

Advisers' Costs Reasonable legal or accountancy fees and disbursements incurred

> by the **Adviser** with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard

basis of assessment.

Conditional Fee

Agreement

A valid agreement made between **You** and **Your Adviser** with Our written permission where the **Advisers'** fees and payments or any part of them are paid by **You** only if **Your** claim succeeds.

Conflict of Interest There is a **Conflict of Interest** if **Your Advisers'** duty to act

> in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty **Your Adviser** owes, or obligation it has, to any other party.

Contract of Employment A contract of service, whether express or implied, and (if it is

express) whether oral or in writing.

Data Protection Legislation The relevant Data Protection Legislation in force within the

Territorial Limits where this cover applies at the time of the

Insured Incident.

Disclosure Breach Disclosing false information or failing to disclose relevant infor-

mation in the process of entering into this insurance contract.

Employee An individual who has entered into or works under (or, where

the employment has ceased, worked under) a Contract of

Employment.

Excess The first £50 of **Advisers' Costs** except in relation to Cover 8

Tax Cover where the amount is £150.

Insurance Providers AmTrust Europe Limited.



Insured Incident

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Tax - In accountancy matters the **Insured Incident** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of HM Revenue and Customs advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

For the purposes of the **Limit of Indemnity**, only one **Insured Incident** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insured Period

The **Insured Period** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions. The defence of motor prosecutions.

Limit of Indemnity

The maximum payable in respect of an **Insured Incident** as stated in Your insurance schedule.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

Territorial Limits

The United Kingdom and the European Union.

We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurance Providers**.

You/Your

Any person named in the Schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within **Your** home other than rent paying guests, but including Your children attending university or college whose main residence is **Your** home. If **You** die, **Your** personal representatives will be covered to pursue or defend any cases covered by this insurance on Your behalf that arose prior to Your death.



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



Legal Helpline

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

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

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

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

Additional legal services

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

Examples are:

- a. Legal expenses arising from the sale or purchase of **Your** second home and re-mortgaging.
- b. Divorce and child custody issues.
- c. Wills and probate.

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

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



General exclusions applicable to this section only

1. There is no cover where:

- a. The **Insured Incident** began to start or had started before **You** bought this insurance.
- b. You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c. An estimate of Your Advisers' Costs of acting for You is more than the amount in dispute.
- d. You fail to give full information or facts to Us or to the Adviser on a matter material to Your claim.
- e. Something You do or fail to do prejudices Your position, or the position of the **Insurance Providers**, in connection with the **Legal Action**.
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- g. The claim is more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses the claim.
- h. **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:

- a. Any costs which You incur and wish to recover which You cannot substantiate with documentary evidence.
- b. Damages, interest, fines or costs awarded against You in a criminal court.
- c. Claims made by or against **Your** insurance adviser, the **Insurance Providers**, the Adviser or Us.
- d. Any claim **You** make which is false, fraudulent or exaggerated.
- e. Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- Appeals without the prior written consent of **Us**.
- g. Prior to the issue of court proceedings or a Conflict of Interest arising, the costs of any legal representative other than those of the **Adviser**.
- h. Advisers' Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims.
- Advisers' Costs where You have entered into a Conditional Fee Agreement or any other form of alternative funding without obtaining Our permission in writing first.



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

- a. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- b. Planning law.
- c. Constructing buildings or altering their structure.
- d. Libel, slander or verbal injury.
- e. A lease or licence to use property or land.
- f. Any matter connected with **Your** business, profession or trade other than as an Employee.
- g. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- h. An application for a judicial review.
- i. Advisers' Costs incurred in defending or pursuing new areas of law or test cases.
- i. Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- k. Subsidence, heave, landslip, mining or quarrying.
- A tax or levy relating to **You** owning or living in **Your Second Home**.
- m. A dispute with a provider of financial services or products.
- n. A dispute between persons insured under this **Policy** or between **You** and someone You live with or have lived with.

4. Contracts (Rights of Third Parties) Act 1999

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



Conditions applicable to this section only

1. Claims

- a. You must notify claims as soon as possible and within 180 days of You becoming aware of the incident.
- b. We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- c. You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises and You wish to nominate an Adviser to act for You, You may do so. Where You have elected to use an Adviser of Your own choice, You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.

d. The Adviser will:

- i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained.
- ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
- iii. Keep **Us** advised of **Advisers' Costs** incurred.
- iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, there shall be no further cover for Advisers' **Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
- v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi. Attempt recovery of costs from third parties.
- e. In the event of a dispute arising as to Advisers' Costs, We may require You to change **Adviser**.
- **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g. You shall supply all information requested by the Adviser and Us.
- h. You are responsible for any Advisers' Costs if You withdraw from the Legal Action without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.

2. Disputes

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



3. Prospects of Success

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

Examples of a positive outcome are:

- a. Being able to recover the amount of money at issue.
- b. Being able to enforce a judgement.
- c. Being able to achieve an outcome which best serves **Your** interests.

4. Proportionality

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

5. English Law and Language

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

6. Other Insurances

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

7. Disclosure

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

- a. Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
- b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d. Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach heen known.



8. Fraud

In the event of fraud, We:

- a. Will not be liable to pay the fraudulent claim
- b. May recover any sums paid to You in respect of the fraudulent claim
- c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d. Will no longer be liable to **You** in any regard after the fraudulent act.

9. Change in Law

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

10. Sanctions

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

Customer service information

Privacy and Data Protection Notice

1. Data Protection

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

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

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



3. Sensitive Personal Data

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

4. Disclosure of Your Personal Data

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

5. Your Rights

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

6. Retention

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

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

Compensation

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



Authorisation

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

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

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



Making a Complaint

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

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

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

Continued on next page



Making a Complaint continued

When you make contact, please provide the following information:

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

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

Beyond AXA, Cherish and Arc

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

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

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

Mail Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel 0300 123 9123 or 0800 023 4567

Fax 020 7964 1001

complaint.info@financial-ombudsman.org.uk Email Web https://help.financial-ombudsman.org.uk

Our promise to you

We will

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



Customer Service Information

Financial Services Compensation Scheme (FSCS)

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

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at www.axa.co.uk/privacy-policy. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.



Cherish Insurance Services Carlson House Bradfield Road Wix CO11 2SP

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

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

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



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

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

Telephone calls may be monitored and recorded.