



SECOND HOME

HOLIDAY HOME INSURANCE

Policy Booklet

Effective 1st February 2015



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SECOND HOME

HOLIDAY HOME INSURANCE

Policy Summary

Effective 1st February 2015

This Policy Summary does not contain full details and conditions of your insurance – these can be found in your Policy Wording which starts on page 8.

Name of the insurance undertaking

This home insurance policy is underwritten by AXA Insurance UK plc, with the exception of the Home Emergency and Family Legal Protection sections which are underwritten by Inter Partner Assistance SA, a fully owned subsidiary of AXA Assistance Group.

Type of insurance and cover

Home insurance for private residences

This insurance provides cover for contents, buildings, home emergency and family legal protection.

The maximum amount we will pay is the maximum limit shown on your Policy Schedule.

General conditions

You must let us know immediately when the full value of your contents or buildings exceeds the maximum limit shown on your Schedule. Failure to comply with this may jeopardise your claim or cover.

Features and benefits

Contents Cover

Contents are defined as *household goods*, which includes tenants' fixtures, fittings and interior decorations, but does not include money, personal effects and valuables.

- Loss or damage caused by fire, explosion, lightning, earthquake, storm, flood, riot, malicious persons, subsidence, escape of water (e.g. from burst pipes or tanks) or oil, theft, collision by vehicles or animals, collapse of aerials, falling trees (causes 1-11 in the Policy Booklet).
- Accidental damage cover is included as standard.
- Accidental loss of oil or metered water up to £1,000.
- Loss or damage to plants and trees (by causes 1,3,6 and 7) up to £500 and contents in the open (by causes 1 and 3-11) up to £1000.
- Loss or damage to frozen food due to a change in temperature or contamination by refrigerant fumes.
- Liability to domestic employees up to £10,000,000.
- Public liability insurance up to £5,000,000. This includes damage arising from your occupation of the insured property (but not its ownership).

Buildings Cover

- Loss or damage caused by fire, explosion, lightning, earthquake, storm, flood, riot, malicious persons, subsidence, escape of water (e.g. from burst pipes or tanks) or oil, theft, collision by vehicles or animals, collapse of aerials, falling trees (causes 1-11 in the Policy Booklet).
- Accidental damage cover is included as standard.
- Property owner's liability up to £5,000,000.
- Liability to domestic employees up to £10,000,000. This only applies when contents cover is not selected.
- Public liability insurance up to £5,000,000. This includes damage arising from your occupation of the insured property (but not its ownership). It only applies when contents cover is not selected.

Home Emergency

- Cover under this section is administered by AXA Assistance UK Ltd and underwritten by Inter Partner Assistance S.A.
- Provides free advice and access to a network of approved tradesmen.
- Enables repairs in the event of an emergency that would expose the insured or a third party to a risk to their health or create a risk of loss of or damage to property and/or belongings or renders the property uninhabitable.
- Cover under this section is limited to £1,500 per emergency in total (for labour and parts).

Family Legal Protection

- Cover under this section is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance SA a wholly owned subsidiary of AXA Assistance SA.
- Legal costs and expenses up to £50,000.

Significant or unusual exclusions or limitations

- The standard excesses and any increased amount you have agreed to pay which is shown within your Policy Booklet or detailed on your Policy Schedule.
- Household goods do not include money, personal effects or valuables (see policy definitions for full description).
- Watercraft (e.g. windsurfers and sailboards) and mechanically propelled vehicles (e.g. quad bikes and motorcycles) and any liability arising from them.
- If the building is unoccupied for 14 consecutive days or more between the months of October to March inclusive, you must ensure that either:
 - a. The gas, electricity and water are 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.

General exclusions

- Damage caused by gradual deterioration.

Exclusions under Contents cover

- Loss or damage caused by chewing, scratching, tearing or fouling by your domestic pets.

Exclusions under Buildings cover

- Loss or damage caused by storm or flood to gates, fences, drives or paths.

Exclusions under both Contents cover and Buildings cover

- Loss or damage by malicious persons, theft or escape of water/oil whilst the property is unoccupied or unfurnished.

Exclusions under Domestic Emergency

- Costs arising from or in connection with circumstances known prior to the start of cover or costs for repairs where we have not been notified by you or a person calling on your behalf through the 24 hour helpline.
- Costs arising from, or in connection with, any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions.
- Loss or damage to any property or any other loss, damage or additional expenses following on from the event for which you are claiming.

Exclusions under Family Legal Protection

- Claims directly linked to or arising from the planning or alteration of the building.
- Claims for legal costs that insurers have not agreed in advance.

Duration

This is an annually renewable policy.

Cancellation period

You can cancel this policy at any time, but charges may apply.

Claim notification

To make a claim	0800 197 2770 select option 1 Or email enquiries@cherishinsurance.co.uk
Family Legal Protection	0870 850 9081 Quote 'Cherish Second Home Insurance Family Legal Protection'
Home Emergency	0870 850 9102 Quote 'Cherish Second Home Insurance Home Emergency'

Making yourself heard

If your complaint relates to how your policy was sold or administered for you, this should be addressed to Cherish Insurance Brokers Limited.

If your complaint relates to your policy or a claim on your policy, you should write to The Customer Care Department of AXA Insurance. If it relates to Family Legal Protection, contact Arc Legal Assistance Limited and if it relates to Home Emergency, contact AXA Assistance UK Ltd. These are dealt with separately in your policy.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found in the Policy Wording.

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 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).



SECOND HOME

HOLIDAY HOME INSURANCE

Policy Wording

Effective 1st February 2015



Your Policy Wording

Welcome to **Your** Cherish Second Home Insurance **Policy** and thank you for choosing AXA Insurance UK plc. **We** are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fsa.gov.uk/register/home.do.

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 within 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 Brokers Limited.

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 page 60.

The law applicable to this policy

This clause is different under Home Emergency. Please refer to page 43 for details.

You and **We** can choose the law which applies to this **Policy**. **We** propose that the laws of England and Wales apply. Unless **We** and **You** agree otherwise the laws of England and Wales will apply to 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 Brokers.

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 on page 18.

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

<p>Claim Notification Line</p> <p>0800 197 2770 select Option 1</p>	<p>In the event of a claim, telephone Us on this number.</p> <p>If You need to make a claim, We will tell You the process to follow. You should also read the Claims Conditions. Please read the conditions and process before ringing the Claim Notification Line.</p>
<p>Domestic Helpline</p> <p>0870 850 9102</p>	<p>This facility is included in Your Policy. Please read the instructions below before making the call.</p> <p>The Domestic Helpline is automatically included to offer practical advice when trouble strikes in the Home. Burst pipes, blocked drains, electrical faults – even wasps nests – We can arrange for an approved contractor to visit Your Home and sort out the problem as quickly as possible. You will remain responsible for any call out charges, parts and cost of labour.</p>
<p>Legal Helpline</p> <p>0870 850 9081</p>	<p>This facility is included in Your Policy. Please read the instructions below before making the call.</p> <p>Administered by Arc Legal Assistance Limited and serviced on their behalf by Irwin Mitchell Solicitors.</p> <p>The Legal Helpline will be able to help You on any private legal problem arising in the United Kingdom, the Isle of Man or the Channel Islands. This service is limited to legal advice given on the telephone and subsequently confirmed in writing on request.</p> <p>Quote 'Cherish Second Home Insurance' when contacting the helpline for the first time on any matter.</p>
<p>Home Emergency</p> <p>0870 850 9102</p>	<p>Please refer to Your Schedule which will include details of cover. Please read the Home Emergency section of Your Policy before You telephone. This starts at page 43.</p>

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

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 the **Building** is **Unoccupied** for 14 consecutive days or more between the months of October to March inclusive, **You** must ensure that either:

- a. The gas, electricity and water are 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 **Unoccupied** for 14 consecutive days, then the £350 **Excess** for any claim under cover 4 on page 29 or cover 2 on page 36 is amended to an **Excess** of £1,000 unless an accredited water stop loss device has been installed.

In addition, many claims occur due to water leaks caused when the seals around **Your** bath or shower have worn away.

Pipes often burst because they have worn out. If this happens, **We** will be able to pay for the damage the water causes but not to repair the pipe itself.

Fires

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

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

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

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 0845 988 1188.

Storms

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

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

Subsidence

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

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

Thefts

Many thefts are committed by so called 'opportunistic' 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.

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.

Examples of changes **We** need to know about are:

- If **You** are making changes to **Your Building** like adding an extension.
- If **You** think **You** need to make a claim.

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.

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

Contents

The definition of contents can be found within the section called Contents Cover within this **Policy**.

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.

Endorsement(s)

A change to the terms of the **Policy** as shown under Endorsements in the Schedule.

Excess

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

Family and Friends

Persons occupying the **Home** who are not 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**.

Heave

The upward or sideways movement of the site on which **Your Buildings** are situated 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.
Money	<p>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, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>This does not include credit card, debit card or cash dispenser card liability.</p>
Outbuildings	<ul style="list-style-type: none"> • Sheds • Greenhouses • Summer houses • Other Buildings but not including caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non rigid material <p>which do not form part of the structure of the main Building of the Home and are used or occupied for domestic purposes.</p>
Period of Insurance	The dates shown on the Schedule. A new Schedule will be issued by email to the registered email address subject to payment of premium being made and accepted.
Personal Effects	Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, hand held games consoles, MP3 players, mobile phones and sports equipment.
Policy	Your policy booklet and most recent Schedule which include any Endorsement(s) .
Settlement	The natural movement of new properties in the months and years after they are built.
Storm	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> • Wind speeds with gusts of at least 48 knots (55mph)* or • Torrential rainfall at a rate of at least 25mm per hour or • Snow to a depth of at least one foot (30cm) in 24 hours or • Hail of such intensity that it causes damage to hard surfaces or breaks glass. <p>*Equivalent to Storm Force 10 on the Beaufort Scale.</p>
Subsidence	Downward movement of the site on which the Buildings are situated by a cause other than the weight of the Buildings themselves.
Unfurnished	Does not contain enough furniture and furnishings for normal living purposes.
Unoccupied	Not lived in by You or Your Family and Friends for more than 60 consecutive days or occupied by squatters.
Valuables	Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

Vehicles

1. Electronically or mechanically propelled or assisted vehicles including motor cycles, quad bikes and children's quad bikes.
2. Aircraft (including gliders and hang gliders), 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, tools, fitted radios, cassette players and compact disc players and satellite navigation systems 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 are not registered for road use.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

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).

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

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

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

Providing accurate and complete information

When taking out, renewing or making changes to this **Policy**, **You** 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

If the **Building** is **Unoccupied** for 14 consecutive days or more between the months of October to March inclusive **You** must ensure that either:

- a. The gas electricity and water are turned off at the mains and the water and heating system is drained; or
- b. That 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 **Unoccupied** for 14 consecutive days, then the £350 **Excess** for any claim under cover 4 on page 29 or cover 2 on page 36 is amended to an **Excess** of £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 Brokers for assistance.

Taking care of your property

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

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

Dual insurance

If any 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**.
- **You** or **Your Family** intend to let or sub let **Your Home**.
- **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- **Your Home** will be **Unoccupied** for more than 60 consecutive days.
- **Your Home** is no longer occupied solely by **You** or **Your Family and Friends**.
- If **You** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** 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 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 Brokers on 0800 197 2770.

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** may 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** may not return any premium paid by **You** for the **Policy**.
- **We** may inform the police of the circumstances.

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 giving notice to:

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

We will refund the full premium to **You**.

Cancellation outside the statutory period

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

As long as **You** have not received payment, or are not in the process of making a claim, and have not suffered a loss for which **You** are intending to make a claim during the period **You** have been on cover, **We** will keep an amount of **Premium** in proportion to the time **You** have been on cover and refund the rest to **You**.

If **You** have received payment for, or are in the process of making a claim **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.

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 include, but are not limited to, the following:

- **You** provide **Us** with inaccurate or incomplete information.
- **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 20.
- **You** act in a fraudulent manner. Please see 'Fraud' on page 20 for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section starting on page 22 for further information.

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.

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**.

These conditions do not apply to Home Emergency where separate conditions apply.

You must comply with the following claims conditions to have the full protection of **Your Policy**.

If **You** do not comply with them, **We** may 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 page of **Your Policy**.
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 **We** will do the following:

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

Emergency process

We provide a 365 days a year, 24 hours a day, Domestic Helpline. By telephoning the Helpline shown in **Your** Schedule and the Important Telephone Numbers page in **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, however, 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** responsible for damage to their property or bodily injury to them and send to **Us** any writ, summons, letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds to **Your** property.
- 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 expenses **You** incur in providing the above information as part of **Your** claim.

What you must not do

- Admit or deny any claim made by someone else against **You** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We** may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim 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 may repair, reinstate or replace the damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash.

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

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

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

Contents

We will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new, as long as:

- The **Contents** have been maintained in good repair.
- The amount shown in **Your Policy** Schedule is sufficient to cover the full value of the property.

For **Contents** the full value means the current cost to replace all **Your Contents** as new.

Buildings

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

- The **Buildings** have been maintained in good repair.
- The amount or any higher limit shown in **Your Policy** Schedule is sufficient to cover the full value of the **Buildings**.

For **Buildings**, full value means the cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

If a floor covering is damaged beyond repair **We** will only pay to have the damaged floor covering replaced. **We** will not pay for undamaged floor covering 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%

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**.
- Liability to the public.
- 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:

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

Terrorism

Any loss, damage, cost or expenses of whatsoever nature directly or indirectly caused, occasioned by, happening through or in consequence of, terrorism. 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

Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by the following.

- 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 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 Home**.

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 and Friends** or anyone lawfully in the **Home**.

Your Schedule will show if this Section is in force.

What are contents?	What contents are not covered?
<p>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.</p> <p>Household Goods</p> <p>This includes tenants' fixtures, fittings and interior decorations, but does not include Money, Personal Effects and Valuables.</p>	<ul style="list-style-type: none"> a. Vehicles and caravans. b. Any living creature. c. Documents. d. Lottery tickets and raffle tickets. e. Any part of the structure of the Buildings other than fixtures and fittings for which You are responsible as the tenant.

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, 22 and 23, **We** will pay up to the Maximum Limit for **Contents**.

What is covered	What is not covered
<p>Loss or damage to Your Contents while they are in the Home by following causes:</p>	<p>The amount of the Excess shown in the Schedule (increased for causes 4 and 8) and not applicable for covers 19 and 20.</p>
<p>1. Fire, smoke, explosion, lightning, earthquake.</p>	<p>1. Smoke damage arising gradually or out of repeated exposure.</p>
<p>2. Storm or Flood.</p>	<p>2. Loss or damage by frost.</p>
<p>3. Theft or attempted theft. Minimum security precautions Endorsement may apply – see Schedule.</p>	<p>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 or Your Family and Friends unless there has been forcible and violent entry to, or exit from, the Home.</p>
<p>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.</p>	<p>4. Loss or damage while the Home is Unoccupied or Unfurnished.</p>

What is covered	What is not covered
<p>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.</p> <p>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.</p>	<p>5. Loss or damage while the Home is Unoccupied or Unfurnished.</p>
<p>6. Malicious persons or vandals.</p> <p>Minimum security precautions Endorsement may apply - see Schedule.</p>	<p>6. a. Loss or damage while the Home is Unoccupied or Unfurnished. b. Malicious damage caused by You or Your Family and Friends or any persons You or Your Family and Friends have allowed into Your Home.</p>
<p>7. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>8. Subsidence or Heave of the site on which the Buildings stand, or Landslip.</p>	<p>8. Loss or damage resulting from coastal or river bank erosion.</p>
<p>9. Loss or damage caused by collision by aircraft, aerial devices, road or rail Vehicles (or anything dropped from them), or animals.</p>	<p>9. Loss or damage caused by:</p> <ol style="list-style-type: none"> Domestic pets. Insects.
<p>10. Falling trees or branches.</p>	<p>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.</p>
<p>11. Breakage or collapse of:</p> <ol style="list-style-type: none"> Satellite dishes. TV or radio aerials, aerial fittings or masts. Lampposts. Telegraph poles. Electricity pylons, poles or overhead cables. 	<p>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.</p> <p>Cover for items in or on the Home may be covered – see cover 12.</p>

What is covered	What is not covered
<p>The following covers are included in this section.</p>	
<p>12. Entertainment equipment</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 or fouling by Your domestic pets. h. Mobile phones.
<p>13. Mirrors and glass</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. Mirrors. b. Fixed glass in and glass tops of furniture. c. Ceramic hobs and ceramic tops of cookers. d. Glass oven doors. 	<p>13. Loss or damage while the Home is Unoccupied or Unfurnished.</p>

What is covered	What is not covered
<p>14. Replacement of locks</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. External doors and windows of the Home ii. A safe within, or an alarm protecting, the Home <p>following the theft of their keys.</p> <p>We will not pay more than £1,000 for any one claim.</p> <p>Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.</p>	<p>14. The cost of replacing keys and locks to a garage or Outbuilding.</p> <p>We will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.</p>
<p>15. Accidental loss of oil and metered water</p> <p>We will pay for accidental loss of domestic heating oil and metered water.</p> <p>We will not pay more than £1,000 for any one claim.</p>	<p>15. Loss or damage while the Home is Unoccupied or Unfurnished.</p>
<p>16. Contents in the open</p> <p>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.</p> <p>We will not pay more than £1,000 for any one claim.</p> <p>Items such as garden furniture, external statues and garden pots are included within this section.</p> <p>Limited cover for plants and trees is provided under cover 21 – Garden Plants.</p>	<p>16. Loss or damage to plants and trees.</p>

What is covered	What is not covered
<p>17. Alternative accommodation</p> <p>While the Home cannot be lived in because of loss or damage covered under this section of the Policy, We will pay for the reasonable cost of alternative accommodation.</p> <p>We will not pay more than 20% of the Contents Sum Insured for any one claim.</p>	
<p>18. Frozen food</p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ol style="list-style-type: none"> A change in temperature. Contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ol style="list-style-type: none"> In the Home. Owned by or be the responsibility of You. 	<p>18. Loss or damage resulting from:</p> <ol style="list-style-type: none"> The deliberate act of You or any electricity supplier. Strike, lock-out or industrial dispute. Property mainly used for business, trade, profession or employment purposes.
<p>19. Liability to domestic staff</p> <p>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.</p> <p>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.</p>	<p>19. Your legal liability to pay compensation or costs for bodily injury (including death) sustained by any Domestic Staff when They are:</p> <ol style="list-style-type: none"> 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 as a result of Your use of a Vehicle.

What is covered	What is not covered
<p>20. Liability to the public</p> <p>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:</p> <ul style="list-style-type: none"> 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 or Domestic Staff arising from: <ul style="list-style-type: none"> i. The occupation of the Home (but not its ownership). ii. Your private pursuits. iii. The employment by You of Domestic Staff. 	<p>20. Legal liability to pay compensation or costs arising from the following:</p> <ul style="list-style-type: none"> a. Any business, trade, profession or employment. b. The transmission of any contagious disease or virus. c. Owning, possessing or using a Vehicle. d. Owning, possessing or using caravans. e. 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. f. Owning 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.
<p>21. Garden plants</p> <p>Loss or damage to plants and trees by causes 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to the Home.</p> <p>We will not pay more than £500 for any one claim.</p>	<p>21. Loss or damage by causes 3 or 6 while the Home is Unoccupied or Unfurnished.</p>
<p>22. Emergency entry</p> <p>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 involving You or Your Family and Friends.</p>	

What is covered	What is not covered
<p>23. Accidental loss or damage to Contents whilst in the Home.</p>	<p>23. Any loss or damage specifically excluded under Contents causes 1-11 and covers 12-21.</p> <p>Accidental damage or loss:</p> <ul style="list-style-type: none"> 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 or fouling by Your domestic pets. e. Caused by rot, fungus, 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: <ul style="list-style-type: none"> 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.

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
<p>Loss or damage to the Buildings by the following causes:</p>	<p>The amount of the Excess shown in the Schedule (increased for causes 2 and 4) and not applicable to cover 19–21.</p>
<p>1. Storm or Flood.</p>	<p>1. Loss or damage</p> <ul style="list-style-type: none"> a. To gates, hedges and fences. b. To drives, patios and paths unless Your Home has been damaged at the same time and by the same cause. c. By Storm to radio or television aerials or satellite dishes. d. By frost. e. Caused by rising ground water levels.
<p>2. Escape of water from or frost damage to:</p> <ul style="list-style-type: none"> a. A fixed: <ul style="list-style-type: none"> i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. <p>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.</p> <p>We will not pay more than £5,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p>	<p>2. Loss or damage while the Home is Unoccupied or Unfurnished.</p>

What is covered	What is not covered
<p>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.</p> <p>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.</p> <p>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.</p>	<p>3. Loss or damage while the Home is Unoccupied or Unfurnished.</p>
<p>4. Subsidence or Heave of the site on which the Buildings stand, or Landslip.</p>	<p>4. Loss or damage:</p> <ul style="list-style-type: none"> 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, patios, tennis hard courts, 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 loadbearing walls unless the foundations beneath the loadbearing walls of the Home are damaged at the same time by the same cause.
<p>5. Theft or attempted theft.</p>	<p>5. Loss or damage while the Home is Unoccupied or Unfurnished.</p>

What is covered	What is not covered
6. Loss or damage caused by collision by aircraft, aerial devices, road or rail Vehicles (or anything dropped from them), or animals.	6. Loss or damage caused by: <ul style="list-style-type: none"> a. Domestic pets. b. Insects.
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. Breakage or collapse of: <ul style="list-style-type: none"> 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. Damage caused by You or Your Family and Friends or any persons You or Your Family and Friends have allowed into Your Home .
11. Riot, civil commotion, strikes, labour and political disturbances.	
The following covers are included in this section.	
12. Debris removal and building fees Necessary expenses for rebuilding or repairing the Buildings as a result of damage covered by Buildings Cover for: <ul style="list-style-type: none"> a. Architects, surveyors, consulting engineers and legal fees. 	

Continued on next page

What is covered	What is not covered
<ul style="list-style-type: none"> 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. <p>We will not pay more than 10% of the Maximum Limit for Buildings for any one claim.</p>	
<p>13. Service pipes and cables</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<ul style="list-style-type: none"> 13. a. Loss or damage while the Home is Unoccupied or Unfurnished. b. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains. <p>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.</p> <p>Cover for accidental loss of metered water may apply under Contents Cover cause 15.</p>
<p>14. Glass and sanitaryware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. Fixed glass in: <ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 14. a. Loss or damage while the Home is Unoccupied or Unfurnished. b. Damage to property that does not form part of the Home.
<p>15. Replacement of locks</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to external doors and windows of the Home.</p>	<p>15. The cost of replacing keys and locks to a garage or Outbuilding.</p> <p>We will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.</p>

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What is covered	What is not covered
<p>We will not pay more than £1,000 for any one claim.</p> <p>Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.</p>	
<p>16. Alternative accommodation</p> <p>While the Home cannot be lived in because of loss or damage covered under this section of the Policy, We will pay for the reasonable cost of alternative accommodation.</p> <p>We will not pay more than 20% of the Buildings Sum Insured for any one claim.</p>	
<p>17. Emergency entry</p> <p>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 involving You or Your Family and Friends.</p>	
<p>18. Contracting purchaser</p> <p>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.</p>	
<p>19. Property owner's liability</p> <p>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.</p>	<p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <ol style="list-style-type: none"> An agreement which imposes a liability on You which You would not be under in the absence of such agreement. The use of the Home for any business, trade, profession or employment except if it is rented

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What is covered	What is not covered
<p>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.</p> <p>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.</p>	<p>as a second Home.</p> <ul style="list-style-type: none"> c. Death, bodily injury or damage caused by lifts, hoists or Vehicles. d. Rectifying any fault or alleged fault.
<p>20. Liability to domestic staff</p> <p>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.</p> <p>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.</p> <p>This cover is only operative if Section A Contents Cover is not insured.</p>	<p>20. Your legal liability to pay compensation or Costs for bodily injury (including death) sustained by any Domestic Staff when they are:</p> <ul style="list-style-type: none"> a. Carried in or on a Vehicle. b. Entering, getting onto, or getting off a Vehicle where such bodily injury or illness (including death) is caused by or arises out of Your use of a Vehicle.
<p>21. Liability to the public</p> <p>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:</p> <ul style="list-style-type: none"> a. Death, bodily injury or illness of any person. 	<p>21. Legal liability to pay compensation or costs arising from the following:</p> <ul style="list-style-type: none"> a. Any business, trade, profession or employment. b. The transmission of any contagious disease or virus. c. Owning, possessing or using a Vehicle. d. Owning, possessing or using caravans. e. Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese

Continued on next page

What is covered	What is not covered
<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. The occupation of the Home (but not its ownership). ii. Your private pursuits. iii. The employment by You of Domestic Staff. <p>This cover is only operative if Section A Contents Cover is not insured.</p>	<p>Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed.</p> <ul style="list-style-type: none"> f. Owning 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.
<p>22. Accidental damage to the Buildings.</p>	<p>22. Accidental damage:</p> <ul style="list-style-type: none"> 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 or fouling by domestic pets. 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.

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

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extend of it regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited provides the services described in this certificate during the **Period of Insurance** for which **You** have paid the premium.

Definitions

Additional definitions for this section only.

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

Authorised Contractor	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 its value.
Covered Events	Emergency to essential services within the insured Property shown on the Schedule.
Emergency	The result of a sudden and unforeseen incident at the Property which immediately: <ul style="list-style-type: none"> 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 Contractor to resolve the Emergency by completing a Temporary Repair .
Local Territory	United Kingdom (Great Britain, Northern Ireland, Isle of Man, and the Channel Islands).
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.



Home Emergency continued

Temporary Repair

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

We/Us/Our

AXA Assistance UK Ltd or Inter Partner Assistance SA, 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 have an **Authorised Contractor** 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 **Contractor** 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.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair. **We** will keep **You** informed throughout **Your** claim.

There also may be occasions where parts are no longer available. In these situations **We** will ensure **Your Property** is safe and if required, **We** will arrange for a manufacturer to provide **You** with a quotation for a suitable replacement item at **Your** cost.

Domestic emergency

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

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 prior agreement with ourselves, pay up to £250 including VAT in total for:
 - i. **Your** overnight accommodation and/or
 - ii. transport to such accommodation.

What is covered	What is not covered
<p>The Covered Events are listed below:</p> <ol style="list-style-type: none"> 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. Central heating or boiler failure. 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, wasps' nests and hornets nests only. <p>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.</p> <p>The Home Emergency Policy is not a maintenance contract.</p>	<p>The following are excluded from the insurance:</p> <ol style="list-style-type: none"> 1. Any leaking or dripping tap that needs a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitaryware. 2. External overflows, external guttering. 3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances. 4. External water supply pipes after the internal stop tap. 5. Septic tanks and swimming pool installations. 6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to Your claim, You will be asked to produce the evidence at the time of the claim. 7. Boilers over 15 years old. 8. Boilers that are beyond economical repair. 9. Shared water/drainage facilities. 10. Material/labour charges covered by manufacturers/suppliers/installers. 11. Replacement of light bulbs and fuses in plugs. 12. Any failure of electricity that affects only part of the property. 13. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation. 14. Loss, damage to windows, doors or locks for Outbuildings garages and sheds. 15. Pests outside the main dwelling e.g. in the garages and other Outbuildings.

What is covered	What is not covered
	<p>16. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.</p> <p>17. Any breakdown to flushing mechanisms of toilets.</p> <p>18. Damage to boundary walls, hedges, fences or gates.</p> <p>19. LPG fuelled, oil fired, warm air, solar and unvented heating systems or boilers with an output over 60 Kw/hr.</p> <p>20. Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.</p> <p>We will not be liable for any of the following:</p> <ul style="list-style-type: none"> a. Any system, equipment, or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault. b. Any circumstances in which making Emergency Repairs would contravene health and safety regulations and legislation or where a specialist contractor is required. c. Loss or damage arising from circumstances known to You prior to the start date of this insurance. d. Loss or damage arising from circumstances known to You prior to the start date of this insurance. e. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware. f. The cost of replacement parts due to natural wear and tear. g. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc. h. Any loss or damage to Your property as a result of the Emergency.

What is covered	What is not covered
	<ul style="list-style-type: none"> i. Any loss due to faulty installation of Your plumbing, heating, electrical system within the property. j. Any faulty installation of a kitchen appliance. k. 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. l. Any cost relating to the attempted repair by You or Your own contractor. m. 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. n. Any Emergency in a property that has been Unoccupied for more than 30 consecutive days. o. Any loss arising from Subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the Property, faulty workmanship or the use of defective materials, or river or coastal erosion. p. 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.

How to make a claim

To obtain **Emergency** assistance contact the 24 hour **Emergency** Helpline on 0870 850 9102.

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.

Data protection

Details of **You**, **Your** insurance cover and claims will be held by **Us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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

The information **We** hold about **You** is confidential. **We** will only ever disclose it to another part with **Your** consent, for the purposes of contacting **You** about other products and services, if the law requires **Us** to disclose it and/or to **Our** agents providing **Our** services to **You**.

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

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities and **You** may be entitled to claim compensation in such an event. Further information can be obtained from either AXA Assistance UK Ltd or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU or www.fscs.org.uk.



Family Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, 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 **Advisers'** fees 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 a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in **Excess** of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** up to the **Limit of Indemnity** where:

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

Definitions

The following definitions apply to Family Legal Protection 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.

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 or other legal representative 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 Adviser's 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.
Excess	The first £50 of Advisers' Costs except in relation to Tax Cover where the amount is £150.
Second Home	The property shown under risk address in the Policy Schedule.
Insurance Providers	Inter Partner Assistance S.A. who are a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group located at The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR.
Insured Incident	The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from H M Revenue and Customs Full Enquiry, the insured incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.
Insured Period	One year from the inception or renewal date shown on Your insurance Schedule.

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 shown in the 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 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 the Home other than rent paying guests, but including Your children attending university or college whose main residence is the 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
<p>1. Consumer pursuit</p> <p>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.</p>	<p>1. Claims:</p> <ul style="list-style-type: none"> a. Where the amount in dispute is less than £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.
<p>2. Property infringement</p> <p>Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your Second Home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>2. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>
<p>3. Property damage</p> <p>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.</p>	<p>3. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

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 0870 850 9081 and quote "Cherish Second Home Insurance".

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

2. There is no cover for:

- a. The **Excess**.
- b. Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- c. Damages, interest, fines or costs awarded against **You** in a criminal court.
- d. Claims made by or against **Your** insurance adviser, the **Insurance Providers**, the **Adviser** or **Us**.
- e. Any claim **You** make which is false or fraudulent.
- f. Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- g. Appeals without the prior written consent of **Us**.
- h. 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**.
- i. Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- j. **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
- k. **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 in respect of **Your Second Home**.
- g. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- h. An application for a judicial review.
- i. **Advisers' Costs** incurred in defending or pursuing new areas of law or test cases.
- j. Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- k. **Subsidence, Heave, Landslip**, mining or quarrying.
- l. A tax or levy relating to **You** owning or living in **Your Second Home**.
- m. A manufacturer's warranty or guarantee.
- n. A dispute with a provider of financial services or products.
- o. A dispute between persons insured under this **Policy**.

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 reasonably 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 advisor must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d. The **Adviser** will:
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of **Advisers' Costs** incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- e. In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- f. **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable 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

Subject to **Your** right to refer a complaint to 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 more than a 50% 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 stake.
- b. Being able to enforce a judgement.
- c. Being able to achieve an outcome which best serves **Your** interests.

4. Language

The language for contractual terms and communication will be English.

Customer service information

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurance Providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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 Inter Partner Assistance S.A. 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 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 FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

The **Insurance Providers** are a branch of InterPartner Assistance SA (IPASA). IPA SA is authorised by the Belgium National Bank and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of the **Insurance Providers** regulation by the Financial Conduct Authority are available from the **Insurance Providers** on request. FCA register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting FCA on 0800 111 6768.

Making a Complaint

Cherish Insurance Brokers and AXA Insurance 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	Managing Director Cherish Insurance Brokers Limited Carlson House Bradfield Road Wix CO11 2SP Tel 0800 197 2770 Email enquiries@cherishinsurance.co.uk
Your Policy or a claim on Your Policy in respect of: <ul style="list-style-type: none"> Contents Cover Buildings Cover 	Head of Customer Relations 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: <ul style="list-style-type: none"> Home Emergency 	Head of Customer Relations AXA Assistance UK Ltd The Quadrangle 106 - 118 Station Road Redhill RH1 1PR Tel 0800 028 3336 Email enquiries@axa-assistance.co.uk
Your Policy or a claim on Your Policy in respect of: <ul style="list-style-type: none"> Family Legal Protection 	The Managing Director Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD Tel 0870 350 4400 Email enquiries@arclegal.co.uk

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When you make contact, please provide the following information:

- **Your** name, address, postcode, telephone number and email address.
- 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 or Cherish

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

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

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

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

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.



Cherish Insurance Brokers Limited
Carlson House
Bradfield Road
Wix
CO11 2SP

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

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and regulated by the Financial Conduct Authority.



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Telephone calls may be monitored and recorded.