Buildings and contents insurance for landlords

Your policy booklet

AXA Residential Let

December 2016

redefining / standards AXA
Helpful phone numbers

**Buildings and Landlords contents claims**

0330 024 6842

To make a claim, call our claims team for immediate help. To make the process as quick as possible for you, please have your policy number and details of the loss to hand.

**Domestic helpline**

0370 646 4952

The Domestic helpline offers practical advice when trouble strikes in the home. Burst pipes, blocked drains, electrical faults – we can arrange for an approved contractor to visit your property and sort out the problem as quickly as possible. You will be responsible for any call out charges, parts and labour costs.

In order to maintain a quality service phone calls may be monitored and recorded.
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Using this booklet

Please read this policy booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your Insurance Agent.

Certain words and phrases have a defined meaning. You can find the meanings of these defined terms on pages 8 – 9.

We have included some explanatory notes in your policy booklet. These are printed in italics.

You will find the following headings on many pages.

✔ What is covered
These sections give detailed information on the insurance provided and should be read, at all times, with ‘What is not covered’.

✗ What is not covered
These sections tell you what is not included in your policy.
Your policy

Thank you for choosing AXA Insurance UK plc.
This policy describes the insurance cover provided during the period of insurance as shown in your schedule which you have paid for, or have agreed to pay for, and for which we have accepted the premium.

The contract between you and us is made up of this policy, the schedule and any endorsements shown in the schedule.

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 larger policy excess on a specific section or an increased cover limit.

Important information

Please read this policy booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your Insurance Agent.

Please also take some time to read our complaints procedure in the Making a complaint section on page 38.

The law which applies to this policy

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise the law of England and Wales will apply to the policy.
Important advice

Our AXA Residential Let policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your property.

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 and suggest you bring this to the attention of the occupiers.

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

Collision
If someone crashes into your wall or your house make sure you or the occupiers record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

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 property may be affected.

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 in the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this particularly when the property is untenanted.

Make sure you read the conditions in your policy (page 10) so you know you are complying with them. Please note cover ceases after the private residence has been unoccupied for more than 45 days.

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 caused but not to repair the pipe itself.

Fires
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 private residence and 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 you live in an area which is prone to flooding, there are additional steps you can take to protect your property and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

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.

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 of this nature 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 downpipes, 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 use a relevant building expert to do this for you.
Meaning of defined terms

Meanings that apply throughout your policy

These meanings apply throughout the policy.

If a word or phrase has a defined meaning, it will be **highlighted in bold blue print** and will have the same meaning wherever it is used in the **policy**.

The terms **we**, **us**, **our**, **you** and **your** also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

The definitions are listed alphabetically.

**Buildings**
The structure of the **private residence** 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, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- 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 property
- **outbuildings**.

**Business**
Ownership of the **buildings** belonging to the **private residence(s)** shown in the schedule.

**Employee**
Any person employed under a contract of service with you to carry out domestic duties associated with the **business**.

**Endorsement**
A change to the terms of the **policy** as shown under endorsements in your schedule.

**Excess**
The amount you pay as the first part of each and every claim you make.

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

**Heave**
The upward or sideways movement of the site on which your **buildings** are situated other than **settlement** caused by swelling of the ground.

**Landlord’s contents**
The full definition can be found in the Landlord’s contents section of your **policy** booklet.

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

**Outbuildings**
- sheds
- greenhouses
Meaning of defined terms

- summer houses
- other buildings but not including caravans, mobile homes or motor homes which do not form part of the main structure of the private residence and are used for domestic purposes.

Policy
Your policy booklet and most recent schedule, including any endorsement(s).

Private residence
A self contained private dwelling house, maisonette or flat within a block of flats or complex as shown in your schedule but not including car ports, garages and outbuildings.

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

Storm
A period of violent weather defined as:
- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 25mm per hour or
- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.
* Equivalent to storm force 10 on the Beaufort Scale.

Subsidence
Downward movement of the site on which the buildings are situated by a cause other than settlement or the weight of the buildings themselves.

Unoccupied
Not lived in for 45 or more consecutive days.

Vehicles or craft
1 Electronically or mechanically propelled or assisted vehicles including motor cycles, children’s motor cycles, quad bikes and children’s quad bikes.
2 Aircraft (including gliders and hang gliders), drones, boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3 Trailers, carts, wagons, caravans and horse boxes.
4 Parts, accessories, (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

Ride-on lawn mowers only used for domestic purposes within the boundaries of the land belonging to your private residence are not included in this definition.

Vermin
Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We/us/our
AXA Insurance UK plc.

You/your
The person or people named in your schedule as the policyholder(s).
General conditions

These conditions apply throughout your policy.
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 and/or premium of your policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

1 Providing accurate and complete information
When taking out, renewing or making changes to this policy, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.
We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your policy was accurate and complete.

2 Changes in your circumstances
You must tell us as soon as reasonably 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:
- Any structural alterations to your buildings.
- If the private residence will no longer be let.
- If the private residence will be used for any reason other than private residential purposes.
- If the private residence will be unoccupied.
- If you have been declared bankrupt or been subject to bankruptcy proceedings.
- If you have received a police caution for or been charged with any offence other than driving offences.
We will then tell you if there will be any change to your insurance premium and/or any change in the terms of your policy.
You must ensure that you provide accurate and complete information when asked questions about the changes in your circumstances.

3 Maximum limits
a 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 schedule.
If the amount shown on your schedule represents less than 100% of the full rebuilding cost 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 rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your buildings means the cost of rebuilding if the buildings were 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.

b The value of your landlord’s contents.

You must notify us as soon as possible if the full replacement value of your landlord’s contents exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full replacement value of your landlord’s contents, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your landlord’s contents shown on your schedule only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your landlord’s contents means the current cost to replace all your landlord’s contents as new.

If the full replacement value of your landlord’s contents exceeds the amount shown in your schedule the cover under the policy will no longer meet your needs.

4 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 landlord’s contents and buildings in good repair.

5 Occupiers non-invalidation

Your cover under this insurance shall not be prejudiced by any act or neglect by a tenant of any private residence where the risk of loss or damage is increased without your authority or knowledge providing that when you become aware you let us know immediately. We will then tell you about any change in terms or increase in premium.

6 Dual insurance

If any injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.

7 Unoccupancy between tenancy agreements

If any private residence is not lived in for seven consecutive days or more whilst untenanted you must ensure that:

a the gas, electricity and water is turned off at the mains and the water or heating system is drained or

b the private residence is maintained at a temperature no less than 10°C and

c the premises are visited at least once every seven days.
8 Passenger lifts
You must ensure that for each passenger lift in the buildings which are owned by you or for which you are responsible you have a maintenance contract with the manufacturer or other competent party all safety related recommendations made by the manufacturer or other competent party are immediately carried out.

9 Cancelling the policy

Statutory cancellation rights
You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or writing to us at the following address during the cancellation period:
AXA Personal Lines Customer Service PO Box 7072 WILLENHALL WV1 9ZU
If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

Cancellation outside the statutory period
You may cancel this policy at any time by contacting your Insurance Agent or giving us prior written notice to the above address.
As long as you have not received payment for 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 we 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 are paying by instalments your instalments will end but 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.
If you pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

Cancellation by us
We reserve the right to cancel your policy when there is a valid reason to do so.
Valid reasons include,:
- You provide us with inaccurate or incomplete information. Please see General condition ‘1. Providing accurate and complete information’ for further information.
General conditions

- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition ‘2 Changes in your circumstances’ for further information.

- You act in a fraudulent manner. Please see the ‘Claims conditions’ section set out on pages 16 and 17 for further information.

- You fail to pay the premium or default if you are paying by instalments. Please see General condition ‘Non-payment of premiums’ 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 General condition ‘6 Cancelling your cover’.

If we cancel your policy because you have acted in a fraudulent manner we may not return any premium paid by you for the policy.

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.
General exclusions

These exclusions apply throughout your policy.

We will not pay for:

1 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.

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

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

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

Exclusions 1-4 above do not apply to
- Property owner’s liability,
- Public liability and
- Employer’s liability.

5 Radioactive contamination
Any loss or damage to any property or damage or additional expense following on from the event for which you are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiation 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.

6 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.

7 Terrorism
Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

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.
General exclusions

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

a a sudden and unforeseen and identifiable incident

b leakage of oil from a domestic oil installation at your buildings.

9 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 buildings and landlord’s contents.

10 Deliberate loss or damage
Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you.
Claims conditions

The first thing you must do

We recommend that you check your cover. This policy booklet contains details of what is covered and how we settle claims. Your schedule will show what sections are in force.

You must comply with these 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 relevant claim or reduce the amount of any relevant claim payment.

You should:

- Urgently inform the Police and obtain a crime or lost property reference number if property is lost or stolen or malicious damage is suspected.
- Contact us as soon as possible on 0330 024 6842.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

What you must do after making your claim

- If we ask you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.

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 of your property.

- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.
- We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with 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 for us to deal with.
- Dispose of any damaged items as we may need to see them.

What we are entitled to do

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

We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in your name.

Defined terms are highlighted in bold blue  see page 8 for their meanings
Claims conditions

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.
Making a claim

When you need to make a claim please call our claims team who will immediately take action to help you. To make the claims process as quick as possible please have your policy number.

Please select the most appropriate phone number shown on page 2. This will ensure that you are helped quickly and efficiently.

When you phone we will:
- take details of the loss or damage
- instruct an approved supplier or loss adjuster to contact you if necessary
- where necessary arrange for someone to contact you by phone as soon as possible to discuss your claim.

What you should do in an emergency
- Take any necessary steps to prevent further damage to the property such as switching off gas, electricity and water supply.
- Phone the 365 days a year 24 hour emergency helpline. By phoning the helpline you will be given the choice of using a vetted tradesperson who could be appointed to undertake any emergency repairs or you use your own contractor. You will have to pay for any call out charges, parts and costs of labour.
- Call our claims team who can discuss the claim and give you some practical advice. Please look at the phone numbers on page 2 and choose the most appropriate number.

Our promise
- You will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps
- We will call you back when promised
- We will provide you with regular updates on your claim.

You must not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage.

Buildings
We will settle claims for loss or damage to the buildings without deduction as long as:
- the buildings are maintained in good repair
- the buildings 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 necessarily the market value.

If it is not possible to repair or rebuild the damage to the buildings, or it is uneconomical to do so, we will at our option pay the difference between the
How we settle claims

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 or cash alternative (including vouchers and/or store cards).

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash or cash alternative settlement, then 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. Any permanent repairs made by our approved suppliers are guaranteed.

Buildings

We will settle claims for loss or damage to the buildings without deduction as long as:

- the buildings are maintained in good repair
- the buildings 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 necessarily the market value.

If it is not possible to repair or rebuild the damage to the buildings, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the building but you ask us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your buildings due to the damage but not more than it would have cost us to repair the damage to your buildings.

Landlord’s 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 landlord’s contents have been maintained in good repair
- the landlord’s contents sum insured shown in your policy schedule is sufficient to cover the full value of the property.

For landlord’s contents the full value means the current cost to replace all your landlord’s contents as new.

Matching sets and suites

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

If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.
How we settle claims

If a floor covering is damaged beyond repair we will only pay to have the damaged floor covering replaced. We will not cover any undamaged floor covering in adjoining rooms.

Storm damage claims

The definition of what we mean by storm can be found in the ‘Meanings of defined terms’ section on pages 8 and 9.

When we assess your claim, we will not rely solely on the definition of storm as this is just one factor we consider when you have this kind of damage to your property.

Other factors we consider are as follows:

■ Does the evidence show that storm conditions occurred on or around the date the damage is said to have happened.

■ Is the damage claimed for consistent with the damage caused by storm damage.

■ Were storm conditions the main cause of the damage or were other factors involved. For example, we look if the damage would have occurred without the storm. This insurance policy is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance. Please see the general exclusions and conditions section of this policy for more information.

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your property before making a decision.

In order to help assess your claim, we will also send a claims expert to your property if necessary.
Inflation protection

To help protect you against the effect of inflation we will review and amend where necessary the sum insured under landlord’s contents at the end of each month by the percentage change in the Consumer Durables Section of the Retail Price Index compiled by the Office for National Statistics.

If this index becomes unavailable we will use a suitable alternative index.

We will not reduce the sums insured or monetary limits if an index falls.

No extra charge will be made for any increase until the renewal of your policy. The renewal premium will be based on the revised sum insured.

Although you have the benefit of Inflation protection you should not rely on this alone to ensure the landlord’s contents sum insured are adequate.
Buildings standard cover

Your schedule will show if this section has been chosen.

What is the most we will pay?
We will pay up to the **buildings** sum insured for each **private residence** as shown in your schedule for any one claim under Buildings causes 1-12.

We will also pay the additional amounts under Buildings covers 13-20 up to the limits shown.

Your **policy** covers the **buildings** by the following causes and covers:

**Cause 1 – Fire, explosion, smoke, lightning or earthquake**

- What is covered
  Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

- What is not covered
  1. The amount of the **excess** shown in your schedule.
  2. Smoke damage caused gradually from repeated exposure.

**Cause 2 – Storm or flood**

- What is covered
  Loss or damage caused by **storm** or **flood**.

- What is not covered
  1. The amount of the **excess** shown in your schedule.
  2. Loss or damage while a **private residence** is **unoccupied**.
  3. Malicious damage caused by you.
  4. Loss or damage caused by your tenants or any other person lawfully in the **private residence**.

If the optional Buildings plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the **private residence**.

**Cause 3 – Riot and civil commotion**

- What is covered
  Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

- What is not covered
  The amount of the **excess** shown in your schedule.

**Cause 4 – Malicious people**

- What is covered
  Loss or damage caused by malicious people.

- What is not covered
  1. The amount of the **excess** shown in your schedule.
  2. Loss or damage while a **private residence** is **unoccupied**.
  3. Malicious damage caused by you.
  4. Loss or damage caused by your tenants or any other person lawfully in the **private residence**.

Defined terms are **highlighted in bold blue** see page 8 for their meanings.
Buildings standard cover

Cause 5 – Subsidence, ground heave or landslip

✓ What is covered
Loss or damage caused by:
1. subsidence or ground heave of the site on which the buildings stand
2. landslip.

✗ What is not covered
1. The amount of the subsidence excess shown in your schedule.
2. Loss or damage:
   a. to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts, permanent swimming pools unless the private residence or its garages or outbuildings have been damaged at the same time by the same cause
   b. due to normal settlement, shrinkage or expansion
   c. to or as a result of movement of solid floor slabs and non load bearing walls unless the foundations beneath the external walls of the private residence are damaged at the same time by the same cause
   d. arising from construction, structural alteration, repair or demolition
   e. caused by coastal or river bank erosion
   f. arising from the use of defective materials, defective design or faulty workmanship.

Cause 6 – Escape of water or frost damage

✓ What is covered
Loss or damage caused by water leaking from or freezing in:
1. a fixed water installation
2. a fixed drainage installation
3. a heating installation
4. a washing machine, dishwasher, water bed, fridge or freezer.

Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.

✗ What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.
3. Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen Buildings plus accidental damage cover.

Cause 7 – Escape of oil

✓ What is covered
Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to defective oil-fired heating installation and damage to soil caused by the leaking oil.

Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.
Buildings standard cover

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while a private residence is unoccupied.

Cause 8 – Theft

What is covered

Loss or damage caused by theft or attempted theft.

Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage caused by domestic pets.

What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.

Cause 11 – Falling trees

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage caused during tree felling, lopping or topping.
3. The cost of removing fallen trees or branches that have not caused damage to the buildings.

What is covered

Loss or damage caused by falling trees or branches.

Cause 12 – Pipes and cables

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage to the aerial or satellite dish.
3. The cost of removing fallen trees or branches that have not caused damage to the buildings.

What is covered

Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the buildings and for which you are responsible.

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.

Cause 13 – Debris removal and building fees

What is covered

We will pay up to £100,000 for:
1. Architects, surveyors, consulting engineers and legal fees
2. The cost of clearing debris from the site or demolishing or shoring up the buildings
3. The cost to comply with government or local authority requirements incurred following a valid claim for damage under buildings causes 1-12.
Buildings standard cover

**Cause 12 – Pipes and cables**

**What is covered**
Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **buildings** and for which you are responsible.

**What is not covered**
1. The amount of the **excess** shown in your schedule.
2. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains. 

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

**Cover 13 – Debris removal and building fees**

**What is covered**
We will pay up to £100,000 for:
1. architects, surveyors, consulting engineers and legal fees
2. the cost of clearing debris from the site or demolishing or shoring up the **buildings**
3. the cost to comply with government or local authority requirements incurred following a valid claim for damage under **buildings** causes 1-12.

**What is not covered**
The amount of the **excess** shown in your schedule.

**Cover 14 – Loss of rent/alternative accommodation**

**What is covered**
We will pay up to £200,000 for any one claim for:
1. the amount of rent (including ground rent and management charges) you lose or 
2. the reasonable cost of alternative accommodation for your tenants when a **private residence** cannot be lived in due to loss or damage under Buildings causes 1-12.

**What is not covered**
The amount of the **excess** shown in your schedule.

**Cover 15 – Keys and locks**

**What is covered**
We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:
1. external doors of the **private residence**
2. an alarm protecting the **private residence**

after the keys are lost or stolen.
Buildings standard cover

What is not covered

1. The amount of the excess shown in your schedule.
2. The cost of replacing keys and locks to a garage or outbuilding.
3. Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the private residence.

Cover 16 – Trace and access

What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the private residence caused by:

1. Escape of water from a fixed water drainage or heating installation
2. Escape of oil from a fixed oil fired heating installation
3. Accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the private residence for which you are responsible.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

What is not covered

1. The amount of the excess shown in your schedule.

Cover 17 – Carpets, curtains and white goods

What is covered

We will pay up to £5,000 for any one claim for loss or damage covered by Buildings causes 1-12 to carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers for which you are legally responsible within the buildings.

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage excluded under Buildings causes 1-12.

Cover 18 – Lawns and gardens

What is covered

We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the emergency services while attending the buildings to deal with an emergency included under Buildings causes 1-12.

What is not covered

1. The amount of the excess shown in your schedule.

The amount of the excess shown in your schedule.

26 Defined terms are highlighted in bold blue see page 8 for their meanings
Cover 19 – Property owner’s liability

What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the buildings in respect of accidental:

1. death, bodily injury or illness of any person and
2. damage to material property not belonging to or in the custody or control of you or your employee (except for employees’ personal effects)

arising from:

a. your ownership of the buildings
b. defective work carried out by you or on your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a private residence.

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

We will not pay more than £2,000,000 (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.

What is not covered

1. Liability in respect of your death, bodily injury or illness.
2. Liability in respect of death, bodily injury or illness of any person employed by you in connection with the business or in connection with any other trade or profession and arising out of or in the course of their employment.
3. Liability arising from:
   a. any deliberate act by you or any employee of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an employee
   b. the pursuit by you of any trade or profession other than the business
   c. an agreement which imposes a liability on you which you would not be under in the absence of such agreement
   d. the demolition of or any structural alteration or addition to any part of the buildings other than normal maintenance of the buildings
   e. the occupation of the buildings
   f. the ownership, possession or use of vehicles or craft
   g. the cost of rectifying any fault or alleged fault.
Cover 20 – Contracting purchaser

✔ What is covered

If you have entered into a contract to sell the private residence, the person buying it will have the full protection of your buildings up to the date of completion of the purchase, as long as the private residence is not covered by any other insurance.

✗ What is not covered

The amount of the excess shown in the schedule.
Buildings plus accidental damage cover

Your schedule will show if this extension has been chosen.

**Cover 21 – Accidental damage**

✔ What is covered
Accidental damage to the buildings.

✗ What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage:
   a. specifically excluded under Buildings causes 1-12 and covers 13-20
   b. by frost
   c. by infestation, chewing, scratching, tearing or fouling by insects or vermin
   d. by settlement or shrinkage of the buildings
   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
   i. arising from faulty workmanship, defective design or use of defective materials
   j. while a private residence is unoccupied.

**Cover 22 – Malicious damage by tenants**

✔ What is covered
We will pay up to £5,000 for any one claim for malicious damage caused by tenants or any other person lawfully in the private residence.

✗ What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.

**Cover 23 – Theft by tenants**

✔ What is covered
We will pay up to £5,000 for any one claim for loss or damage by theft or attempted theft caused by tenants or any other person lawfully in the private residence.

✗ What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.

**Cover 24 – Domestic heating oil**

✔ What is covered
We will pay up to £500 for any one claim for accidental loss of domestic heating oil.
Buildings plus accidental damage cover

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.

Cover 25 – Metered water

What is covered

We will pay up to £1,000 for any one claim for accidental loss of metered water.

What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.
Landlord’s contents standard cover

Your schedule will show if this section has been chosen.

The Inflation protection section applies.

What are landlord’s contents

Furniture, carpets, furnishings and household goods that either belong to you or for which you are legally responsible and are contained in the private residence.

If Buildings standard cover is selected cover includes £5,000 for carpets, curtains and unattached cookers, washing machines, dishwashers, tumble dryers and/or fridge freezers. The limit of £5,000 is in addition to the landlord’s contents sum insured shown in your schedule.

What items are not covered

1. Vehicles or craft.
2. Landlord’s fixtures and fittings included in the buildings section.
3. Tenant’s property.
4. Property more specifically insured by any other insurance.
5. Any living creature.
6. Documents.
7. Clothes and personal items likely to be worn, used or carried and also sports equipment and bicycles.
8. Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, watches, furs, cameras (including video cameras and camcorders), binoculars, pictures and other works of art and collections of stamps, coins and medals.
9. Coins and bank notes in current use, cheques, postal orders and money orders, premium bonds, savings stamps and certificates, postage stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps, phone cards, event and entertainment tickets, lottery and raffle tickets and electronic money cards.
11. Property used for any trade, profession or employment purposes other than for the business.

What is the most we will pay?

We will pay up to the landlord’s contents sum insured for each private residence as shown in your schedule for any one claim under causes 1-11.

We will also pay the additional amounts under landlord’s contents covers 12 and 13 up to the limits shown.

Your policy covers loss or damage to landlord’s contents contained in a private residence by the following causes and covers:
**Cause 1 – Fire, explosion, smoke, lightning or earthquake**

✔️ What is covered
Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Smoke damage arising gradually or out of repeated exposure.

**Cause 2 – Storm or flood**

✔️ What is covered
Loss or damage caused by **storm** or **flood**.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Loss or damage:
   a. by frost
   b. to property in the open.

**Cause 3 – Riot and civil commotion**

✔️ What is covered
Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

❌ What is not covered
The amount of the **excess** shown in your schedule.

**Cause 4 – Malicious people**

✔️ What is covered
Loss or damage caused by malicious people.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Loss or damage while a private residence is unoccupied.
3. Malicious damage caused by you.
4. Loss or damage caused by your tenants or any other person lawfully in the private residence.

If the optional Landlord’s contents plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.

**Cause 5 – Subsidence, ground heave or landslip**

✔️ What is covered
Loss or damage caused by:
1. **subsidence** or ground **heave** of the site on which the **buildings** stand.
2. **landslip**.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Loss or damage caused by coastal or river bank erosion.

**Cause 6 – Escape of water**

✔️ What is covered
Loss or damage caused by water leaking from:
1. a fixed water installation
2. a drainage installation
3. a heating installation
4. a washing machine, dishwasher, water bed, fridge or freezer.

Damage to these items themselves is only covered if the damage has happened as a result of an insured cause or cover.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Loss or damage while a private residence is unoccupied.

**Cause 7 – Escape of oil**

✔️ What is covered
Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.

❌ What is not covered
1. The amount of the **excess** shown in your schedule.
2. Loss or damage while a private residence is unoccupied.
Cause 6 – Escape of water

✓ What is covered
Loss or damage caused by water leaking from:

1. a fixed water installation
2. a drainage installation
3. a heating installation
4. a washing machine, dishwasher, water bed, fridge or freezer.

*Damage to these items themselves is only covered if the damage has happened as a result of an insured cause or cover.*

✗ What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while a private residence is unoccupied.

Cause 7 – Escape of oil

✓ What is covered
Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

*Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.*

✗ What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while a private residence is unoccupied.

Cause 8 – Theft

✓ What is covered
Loss or damage caused by theft or attempted theft.

✗ What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage while a private residence is unoccupied.
3. Loss or damage caused by your tenants or any other person lawfully in the private residence.

If the optional Landlord’s contents plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.

Cause 9 – Collision

✓ What is covered
Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

✗ What is not covered

1. The amount of the excess shown in your schedule.
2. Loss or damage caused by domestic pets.
Landlord’s contents standard cover

**Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons**

✓ **What is covered**

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.

✗ **What is not covered**

1. The amount of the **excess** shown in your schedule.
2. Mechanical or electrical breakdown or failure.
3. Damage caused by or in the process of cleaning, maintenance, repair or dismantling.
4. Damage to equipment not in or attached to the **buildings**.
5. Loss or damage to the items themselves.

**Cause 11 – Falling trees**

✓ **What is covered**

Loss or damage caused by falling trees or branches.

✗ **What is not covered**

1. The amount of the **excess** shown in your schedule.
2. Loss or damage caused by tree felling, lopping or topping.
3. The cost of removing fallen trees or branches unless the **buildings** or **landlord’s contents** have also been damaged.

**Cover 12 – Contents in garages and outbuildings**

✓ **What is covered**

We will pay up to £500 for any one claim arising from Landlord’s contents causes 1-11 for loss or damage to **landlord’s contents** while contained in a garage or **outbuilding** belonging to the **private residence**.

✗ **What is not covered**

1. The amount of the **excess** shown in your schedule.
2. Any loss or damage specifically excluded under Landlord’s contents causes 1-11.
3. Any items mentioned under Landlord’s contents ‘What items are not covered’.

**Cover 13 – Public liability**

✓ **What is covered**

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the **landlord’s contents** in respect of accidental:

1. death, bodily injury or illness of any person
2. damage to material property not belonging to or in the custody or control of you or your **employee** (except for **employees’** personal effects).

 Defined terms are **highlighted in bold blue** → see page 8 for their meanings
Landlord’s contents standard cover

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

We will not pay more than £2,000,000 (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.

What is not covered

1  Liability in respect of your death, bodily injury or illness.

2  Liability in respect of death, bodily injury or illness of any person employed by you in connection with the business or in connection with any other trade or profession and arising out of or in the course of their employment.

3  Liability arising from:

a  any deliberate act by you or any employee of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an employee

b  the pursuit by you of any trade or profession other than the business

c  an agreement which imposes a liability on you which you would not be under in the absence of such agreement

d  the transmission of any contagious disease or virus

e  the ownership of the buildings

f  the ownership, possession or use of vehicles or craft.
Landlord’s contents plus accidental damage cover

Your schedule will show if this extension has been chosen.

Cover 14 – Accidental damage

What is covered
Accidental damage to landlord’s contents while in the private residence. We will also pay up to £500 for any one claim for accidental damage to landlord’s contents in a garage or outbuilding belonging to the private residence.

What is not covered
1. The amount of the excess shown in your schedule.
2. Any loss or damage specifically excluded under the Landlord’s contents causes 1–11 and covers 12 and 13.
3. Accidental loss or damage:
   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 domestic animals
   e. caused by infestation, chewing, scratching, tearing or fouling by insects or vermin

f. arising from depreciation in value and unless we specifically provide cover under this insurance any other loss, damage or additional expense. Examples of such loss, damage or additional expense are loss of earnings or the cost of preparing a claim i.e the cost of telephone calls

g. while a private residence is unoccupied.

Cover 15 – Malicious damage by tenants

What is covered
We will pay up to £5,000 for any one claim for malicious damage caused by tenants or any other person lawfully in the private residence.

What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.

Cover 16 – Theft by tenant

What is covered
We will pay up to £5,000 for any one claim for loss or damage by theft or attempted theft caused by tenants or any other person lawfully in the private residence.

What is not covered
1. The amount of the excess shown in your schedule.
2. Loss or damage while the private residence is unoccupied.

Defined terms are highlighted in bold blue see page 8 for their meanings
Employer’s liability

This section is automatically included if you have chosen either Buildings plus accidental damage cover or Landlord’s contents plus accidental damage cover.

Your schedule will show if you have chosen either of these additional covers.

Recovery of payments

This cover is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

What is covered

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 employee sustained during the period of insurance and arising out of and in the course of employment by you in connection with the business within the United Kingdom, Channel Islands or the Isle of Man.

We will not pay more than £10,000,000 in respect of all compensation (which includes 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.

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

What is not covered

1. Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

2. Legal costs or expenses insured by any other policy.
Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your policy, please contact the department dealing with your claim.

If your complaint relates to your policy, please contact your Insurance Agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance, Civic Drive,
Ipswich IP1 2AN
Phone: 01473 205926
Fax: 01473 205101
Email: customercare@axa-insurance.co.uk

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent (if applicable).
- The reason for your complaint.

Any written correspondence should be headed ‘COMPLAINT’ and you may include copies of supporting material.

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service 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 Financial Ombudsman Service. 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:

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

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.
- Your legal rights will not be affected by any complaint you make.
Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service 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 Financial Ombudsman Service. 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:

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

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.
- Your legal rights will not be affected by any complaint you make.

Privacy policy

AXA Insurance UK plc is part of the AXA Group of companies, which takes your privacy very seriously. This Privacy policy tells you, in broad terms, how we use personal information that we collect from you. You acknowledge that by providing your personal information to us, you consent to its processing in accordance with this Privacy policy. This document should be shown to anyone else who is covered by, or a party to, any services or policies you obtain from us.

What information do we collect, and how?

The personal information AXA Insurance collects through your interaction with us or third parties in connection with a service or product offered may include details such as your name, email address, postal address, telephone number, date of birth, bank/credit card details and IP address.

Personal information is collected by AXA Insurance:
- via enquiry, registration, claim forms, feedback forms and forums;
- when you purchase any of our products or services;
- when you fill out a survey, or vote in a poll on our website or communications;
- through quotes and applications;
- and via third parties.

We will do our best to ensure that information is kept up to date and accurate. Please assist us in this by advising us of any changes as soon as possible.

What will the information be used for?

The personal information AXA Insurance collects will be used for analytical purposes, managing and administering products and services that we supply, claims handling, making credit-related decisions about you and to assist us in improving our website, processes, products and services.

We will also use information collected to safe-guard against fraud and money laundering. We are required to report details of some suspicious activities to the National Crime Agency (NCA).

Who will we share it with?

We do not disclose your information to anyone outside the AXA Group except:
- where we have your permission; or
- where we are required or permitted to do so by law or by regulatory bodies; or
- to other companies who provide a service to us or you, including when you take out additional products with us or make a claim; or
- where it is necessary for the performance of an agreement we have with you; or
- for credit reference or fraud prevention purposes; or
- for reinsurance purposes; or
- where we may transfer rights and obligations under this agreement.
Disclosure of your information to a third party outside of the AXA Group will only be made where the third party has agreed to keep your information strictly confidential and use it only for the specific purpose for which we provide it to them. We may transfer your information to other countries including those located outside the European Economic Area. If we do this we will seek to ensure that anyone to whom we pass it provides an adequate level of protection.

AXA Insurance does not sell customer data to third parties.

**Preventing and detecting fraud**

To help keep premiums low we do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime we may at any time:

- share information about you with other organisations and public bodies including the police;
- share information about you and any other named persons on the policy within the AXA Group and with other insurers;
- pass the details you have supplied to recognised centralised insurance industry applications, policy and claims checking systems (for example, CUE and CIFAS databases) where those details will be checked and updated;
- load your details and any information or documents you provide us to the Insurance Fraud Register. This may affect future applications for insurance products;
- check the details you have supplied with fraud prevention agencies and databases including publicly available data (for example on County Court Judgements, bankruptcy information and electoral roll data). If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- periodically search records held by fraud prevention and credit reference agencies to:
  - help make decisions about credit services for you and your financial associates;
  - help make decisions on insurance policies and claims for you and your financial associates;
  - trace people who owe money, recover debt, prevent fraud and to manage your insurance policies;
  - check your identity to prevent money laundering;
  - carry out credit searches, electoral roll searches and further fraud searches.

For more information about the agencies with which we share your data, including further details explaining how the information held by fraud prevention agencies may be used, please email us at informationsharing@axa.com.
Credit and other searches

We make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register and credit information. The agencies may record details of the search whether or not this application proceeds.

We may use scoring methods to assess this application, to verify your identity and determine finance charges. Searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by us if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

We may share the personal data of any persons named on the policy with third parties to obtain information which may be used by AXA to inform its risk selection, pricing and underwriting decisions.

Further information

Under the terms of the Data Protection Act 1998, you are entitled to request a copy of the personal data AXA Insurance holds about you. To do this, please contact us with full details of what you require by email at dataprotection.ins@axa-insurance.co.uk or in writing to the Data Protection Manager, Civic Drive, Ipswich, IP1 2AN. A cheque or postal order for £10 payable to AXA Insurance will be required.
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 on the FSCS website www.FSCS.org.uk or by contacting them on 0800 678 1100.

Online Dispute Resolution (ODR)

The European Commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: http://ec.europa.eu/odr

Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA’s website at www.fca.org.uk/register.
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