



BUY TO LET

Buildings and contents insurance for landlords

Your policy booklet

September 2008 edition



Be Life Confident

Welcome to the expertise and quality of the AXA Group

Respect

With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

Financial protection

AXA Group worldwide manages funds worth over €1,315 billion (as at 31st December 2006), on behalf of 52 million customers worldwide.

Global stability

We operate in around 50 countries spanning Europe, North and South America, Africa, the Middle East, the Far East and Australasia.

Comprehensive services

In the UK, AXA provides advice and guidance to our individual and corporate customers on a wide range of financial products and services, including: **AXA Sun Life** (investments, life assurance, retirement planning, long term care), **AXA Investment Managers** (asset management), **AXA PPP Healthcare** (medical insurance, hospital care and dental care through its sister company Denplan) and **AXA Insurance** (insurance for home, motor, travel and pet).

Customer focus

At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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About your policy

Welcome to **your** AXA Buy to Let insurance **policy** and thank you for choosing AXA Insurance UK plc. **We** are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

The information **you** have given forms part of the contract of insurance with **us**.

Your policy which is **your** policy booklet and most recent policy schedule and any **endorsement(s)** 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 provide insurance as described in the following pages and referred to in **your** policy schedule. Any injury loss or damage must happen in the period of insurance.

Important information

We recommend that **you** read this policy booklet in conjunction with **your** policy schedule to make sure that it meets **your** needs. Should **you** have any queries please contact **us** or **your** insurance intermediary.

The limitations and exclusions contained in this policy booklet apply separately to each address covered by this policy.

Please read the complaints procedure in the Making yourself heard section. There are separate complaints procedures for Legal expenses, Tenancy disputes and rent guarantee and Home assistance within those sections.

We have designed **your** policy booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

What is covered

These sections give detailed information on the insurance provided and must be read with 'What is not covered' at all times.

What is not covered

These sections draw **your** attention to what is not included in **your** policy.

The law which applies to this policy

You and **we** can choose the law which applies to this policy. As **we** are based in England **we** propose to apply the laws of England and Wales and by buying this policy **you** have agreed to this.

Definitions

These definitions apply throughout the policy booklet apart from the Legal expenses Tenancy disputes and rent guarantee and Home assistance sections where separate definitions apply.

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

The definitions are listed alphabetically.

Buildings

The structure of the **private residence** including landlord's fixtures and fittings and the following if they form part of the property oil and gas tanks cesspits permanent swimming pools tennis hard courts walls gates fences hedges terraces patios drives car ports garages and **outbuildings**.

Business

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

Excess

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

Landlord's contents

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

Outbuildings

- sheds
- greenhouses
- 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.

Private residence

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

Unoccupied

Not lived in for 60 or more consecutive days.

We/us/our

AXA Insurance UK plc.

You/your

The person or people named in **your** policy schedule as the policyholder(s).

General conditions

These conditions apply throughout **your** policy. For Legal expenses Tenancy disputes and rent guarantee and Home assistance sections additional conditions 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 at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

1. Sums insured and underinsurance

The amount **you** have chosen for the sums insured in the **Buildings** and **Landlord's contents** sections must at all times represent the full replacement cost of the property covered. If this changes **you** must tell **us** immediately.

Full replacement cost means the following:

Buildings

- The cost of rebuilding all the property covered in the same form size style and condition as new
This is not necessarily the market value

Landlord's contents

- The current cost as new

2. Changes in your circumstances

You must tell **us** as soon as possible of any change which may affect this insurance and particularly

- if **you** have been declared bankrupt or been subject to bankruptcy proceedings
- if you have received a police caution for or have been convicted of or been charged with but not tried for any offence other than driving offences
- if the **private residence** will be **unoccupied**
- if **you** no longer intend to let the **private residence**
- if the **buildings** are no longer used for private residential purposes

You will then be informed of any changes in terms.

If **you** are in any doubt contact please ask **your** insurance intermediary for details.

3. Taking care of your property

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

You must maintain the **landlord's contents** and the structure of the **buildings** in good repair.

4. Occupiers non-invalidation

You 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.

5. Dual insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same injury loss damage expense or liability **we** will not pay more than **our** proportional share.

6. Unoccupancy between tenancy agreements

If any **private residence** is not lived in for 7 consecutive days or more whilst untenanted **you** must ensure that:

- the gas electricity and water is turned off at the mains and the water or heating system is drained or
 - the **private residence** is maintained at a temperature no less than 10°C
- and
- the premises are visited at least once every 7 days

7. 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

8. Cancelling the policy

Statutory cancellation rights

You may cancel this policy within 14 days of receiving **your** policy documents (new business) or the renewal date (the cancellation period) by writing to **us** during the cancellation period:

AXA Insurance Customer Services
Personal Lines
PO Box 147
Civic Drive
Ipswich
IP1 2AN

We will not refund **your** premium if **you** make a total loss claim. However in all other cases **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If there is a total loss claim and **you** are paying **your** premium by instalments **you** will either have to continue with the instalment payments until the policy renewal date or **we** may at **our** discretion take the instalments **you** owe from any claim payment **we** make.

Cancellation outside the statutory period

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

As long as **you** have not incurred eligible claims during the period **we** have been on cover **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If **you** are paying by instalments **your** instalments will end and if **you** incur eligible claims **you** will either have to continue with the instalment payments until the policy renewal date or **we** may at **our** discretion take the outstanding instalments **you** owe from any claim payment **we** make.

We can cancel the policy by providing 21 days prior written notice by registered post to **your** last known address.

We will work out any premium refund in line with the above.

Non payment of premiums

We can cancel this policy immediately by sending **you** written notice if **you** do not pay the premium or miss an instalment.

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

- a) Loss or damage to any property or any loss or expense resulting there from or any additional loss damage or expenses and
- b) Any legal liability

directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) 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.

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. Date change

- a) Loss or damage to any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical or electronic system directly or indirectly caused by:
 - i) failure to correctly recognise data representing any date in such a way that it does not work properly or at all
 - ii) computer viruses
- b) Legal liability directly or indirectly arising from:
 - i) any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical system failing to recognise data representing any date in such a way that it does not work properly or at all
 - ii) computer viruses

Subsequent loss or damage or legal liability for which cover is in force under this policy is not affected.

Making yourself heard

If **you** want to complain it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be times when **you** feel that **you** have not been provided with the service **you** expected. When this happens please use the procedure below to give **us** the opportunity to put things right.

The complaints procedures for Legal expenses Tenancy disputes and rent guarantee and Home assistance underwritten by Inter Partner Assistance are explained in the relevant sections.

Who to contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person and
- that **you** are giving them the right information

When you contact us

- please provide **your** name and a contact phone number
- please quote **your** policy or claim number, and the type of policy **you** hold.
- please explain clearly and concisely the reason for **your** complaint

Step one – making your complaint

Does your complaint relate to:

- **your** policy or
- a claim on **your** policy?

If it is about **your** policy you need to contact the Insurance Intermediary who sold **you your** policy.

If **your** complaint is about a claim contact whoever is currently dealing with your claim.

In either case if **you** want to provide written details **we** have prepared the following checklist for **you** to use when drafting **your** letter :

- write Complaint at the top of **your** letter
- give **your** full name postcode and contact phone number(s)
- quote the type of policy and **your** policy or claim number
- give **us** the name of **your** Insurance Intermediary (if applicable)
- explain clearly and concisely the reasons for **your** complaint

You should send the letter to the person dealing with **your** complaint along with any other information or documentation required.

We expect to sort out most complaints quickly and satisfactorily at this stage. However if **you** are not satisfied **you** can take the issue further.

Step two – contacting our head office

If **your** complaint is one of the few that **we** cannot sort out at this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Phone: 01473 205926
Fax: 01473 205101
Email: customercare@axa-insurance.co.uk

Step three – beyond AXA

If **we** have given **you our** final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent organisation that decides on complaints about general insurance. They will only consider complaints after **we** have provided **you** with written confirmation that **you** have been through **our** complaints procedure.

You can contact the Ombudsman:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
18 Marsh Wall
London
E14 9SR

Phone: 0845 080 1800
Fax: 0207 964 1001

Contacting the FOS will not affect **your** right to take legal against **us**.

Our promise to you

- 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

Phone calls may be monitored or recorded to help improve service.

Making a claim

When **you** need to make a claim or think **you** do please call **our** claims team who will immediately take action to help **you**. To make the claims process quicker please have **your policy** number to hand and a full description of the incident.

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

When **you** phone **we** will:

- take details of the loss or damage caused
- 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 immediate steps to prevent further loss or 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 a vetted tradesperson will be appointed to undertake any emergency repairs. **You** will remain responsible for any call out charges parts and cost of labour.

If **you** have upgraded to the Home assistance cover **you** may be able to claim up to £500 towards the costs and fees covered by this section. Please read the Home assistance section for details of the cover.

- Call the claims team who can discuss the claim and give **you** some practical advice. Please look at the phone numbers on the next page and choose the most appropriate number.
- Do not dispose of any damaged items or conduct permanent repairs because **we** may need to inspect the damage.

Helpful phone numbers

Buildings and Landlords contents claims

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.

0870 556 1161

Landlord's legal document service

Access to a range of standard legal documents relating to letting your property.

You will need to enter the following website address:
www.shoosmiths.co.uk/landlord
and enter the user ID and password stated opposite.

User ID: Landlord

Password:
London2012

Legal helpline, Legal expenses and Tenancy disputes and rent guarantee

The confidential Legal helpline service offers legal advice over the phone (please quote AXA Buy To Let).

Tenancy disputes and rent guarantee cover is an additional cover. Your policy schedule will confirm as to whether you have chosen this cover.

0870 240 2096

Domestic helpline and Home assistance

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.

If you have upgraded to the Home assistance cover we will pay up to £500 towards the costs and fees covered by this section. Your policy schedule will confirm as to whether you have chosen this cover.

0870 646 4952

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

Tenancy disputes and rent guarantee and Home assistance are optional sections. Please check your policy schedule to confirm the cover is included before calling.

Claims conditions

These conditions apply throughout **your** policy other than Legal expenses Tenancy disputes and rent guarantee and Home assistance 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 at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

The first thing you must do

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

If injury, loss or damage happens

You should immediately:

- inform the police and obtain a crime or lost property reference number if property is lost or stolen or malicious damage is suspected
- call the appropriate helpline. Helpline numbers are shown in **your** policy schedule and the Helpful phone numbers page of **your** policy booklet
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

What you must do after making a claim

- tell **us** and provide full details in writing immediately if someone is holding **you** responsible for damage to their property or bodily injury to them. **You** must also immediately send any writ or summons letter of claim or other document
- If **we** ask **you** must send **us** written details of **your** claim within 30 days.
- provide at **your** own expense all reports certificates plans specifications information and assistance that may be needed

What you must not do

- admit or deny any claim made by someone else against **you** or make any arrangement with them
- abandon any property for **us** to deal with
- dispose of any 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 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 the name of anyone claiming cover under this policy.

Fraud

You must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way or
- makes a statement in support of a claim knowing the statement to be false in any way or
- sends **us** a document in support of a claim knowing the document to be forged or false in any way or
- makes a claim for any loss or damage caused by **your** wilful act or with **your** agreement knowledge or collusion

Then:

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the policy
- **we** may at **our** option declare the policy void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date
- **we** shall not return any premium
- **we** may inform the police of the circumstances

How we settle claims

We may at **our** option repair reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may at **our** option pay the amount of the loss or damage in cash. If **we** do pay cash the amount **we** will pay will reflect any discounts **we** may have received had **we** replaced the property. The sums insured will not be reduced by any claim.

We may appoint an approved supplier or loss adjuster to validate **your** claim. They are authorised to arrange a quotation a repair or a replacement where appropriate.

Buildings

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

- the **buildings** are maintained in good repair
- the repair or reinstatement is carried out and
- the sum insured at the time of the loss or damage represents at least the cost of rebuilding all the property covered in the same form size style and condition as new

Landlord's contents

We will settle claims for loss or damage to items which are not capable of economic repair on the basis of cost as new at the time of the loss or damage provided the items have been kept in a good state of repair and the sum insured represents the full value of the property (see General conditions).

Matching sets and suites

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

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

Inflation protection

To help protect **you** against the effect of inflation **we** will review and amend where necessary every sum insured under **buildings** and **landlord's contents** at the end of each month by the percentage change in the following indices:

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

Landlord's contents

The Consumer Durables Section of the Retail Price Index compiled by the Office for National Statistics.

If an 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 **your buildings** and **landlord's contents** sums insured are adequate.

The rebuilding cost of **your buildings** or value of **landlord's contents** may be growing faster than inflation – perhaps because of a new extension or items **you** have purchased.

Buildings standard cover

Your policy schedule will show if this section has been chosen.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** sum insured for each **private residence** as shown in **your** policy schedule for any one claim under **buildings** covers 1-13.

We will also pay the additional amounts under **buildings** covers 14-20 up to the limits shown.

Your policy covers loss or damage to the **buildings** by the following covers:

Cover 1 – Fire explosion 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** policy schedule.
2. Smoke damage arising gradually out of repeated exposure.

Cover 2 – Storm or flood

What is covered

Loss or damage caused by storm or flood.

Storm normally means very windy conditions accompanied by heavy rain hail or snow. Heavy rain alone is not a storm unless it is unusual or very extreme.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) caused by frost subsidence ground heave or landslip
 - b) to paths drives gates hedges and fences
 - c) caused by rising ground water levels
 - d) caused by any gradually operating cause or wear and tear

Cover 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** policy schedule.

Cover 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** policy schedule.
2. Loss or damage while a **private residence** is **unoccupied**.
3. Malicious damage caused by **you**.

Cover 5 – Subsidence ground heave or landslip**What is covered**

Loss or damage caused by subsidence or ground heave of the site on which the **buildings** stand or landslip.

What is not covered

1. The amount of the subsidence **excess** shown in **your** policy 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

Cover 6 – Escape of water or frost damage**What is covered**

Loss or damage caused by escape of water from or frost damage to:

1. a fixed water drainage or heating installation
2. a washing machine dishwasher fridge or freezer

We will also pay up to £5,000 for any one claim for costs incurred in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) caused by subsidence ground heave or landslip
 - b) while a **private residence** is **unoccupied**
 - c) by dry rot

Cover 7 – Escape of oil

What is covered

Loss or damage caused by the 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.

What is not covered

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

Cover 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** policy schedule.
2. Loss or damage while a **private residence** is **unoccupied**.

Cover 9 – Collision

What is covered

Loss or damage caused by collision by aircraft aerial devices (or anything dropped from them) vehicles or animals.

What is not covered

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

Cover 10 – Aerials and satellite dishes

What is covered

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

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage to the items themselves.

Aerials and satellite dishes may be covered under the Landlord's contents section.

Cover 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** policy 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**.

Cover 12 – Glass and sanitaryware

What is covered

Accidental breakage of:

1. fixed glass in windows doors fanlights skylights greenhouses conservatories and verandas
2. fixed sanitaryware and bathroom fittings
3. fixed ceramic hobs and ceramic tops of fixed cookers

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while a **private residence** is **unoccupied**.
3. Failure of double glazing seals unless there is breakage of glass.

Cover 13 – Service pipes and cables

What is covered

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

We will also pay up to £1,000 for any one claim for costs incurred in locating the source of the damage including the reinstatement of any wall fence or path removed or damaged during the search.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by any gradually operating cause or wear and tear.

Cover 14 – Debris removal and building fees

What is covered

We will pay up to 10% of the **buildings** sum insured 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 during the reinstatement of the **buildings** following a valid claim for damage under **buildings** covers 1-11.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 15 – Loss of rent/alternative accommodation

What is covered

We will pay up to 20% of the **buildings** sum insured 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** covers 1-11.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 16 – Keys and locks

What is covered

We will pay up to £1,000 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.

What is not covered

1. The amount of the **excess** shown in **your** policy 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 17 – Domestic heating oil

What is covered

We will pay up to £500 for any one claim for accidental loss of domestic heating oil.

What is not covered

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

Cover 18 – Metered water

What is covered

We will pay up to £2,500 for any one claim for accidental loss of metered water.

What is not covered

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

Cover 19 – 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** covers 1-11.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 20 – 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 aircraft watercraft or mechanically propelled vehicles (which includes motor cycles and children’s motor cycles and children’s motor cars quad bikes and children’s quad bikes and children’s motor scooters) but **we** will cover liability arising from the ownership possession or use of lawn mowers and garden implements
 - g) the cost of rectifying any fault or alleged fault

Extension to buildings – accidental damage

Your policy schedule will show if this extension has been chosen.

What is covered

Accidental damage to the **buildings**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) specifically excluded under **buildings** covers 1–20
 - b) by frost
 - c) by wear and tear or gradually developing deterioration settlement or shrinkage of the buildings
 - d) by wet or dry rot fungus insects or vermin
 - e) by chewing scratching tearing or fouling by domestic animals
 - f) by mechanical or electrical breakdown or derangement
 - 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) while a **private residence** is **unoccupied**

Landlord's contents standard cover

Your policy 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**.

What items are not covered

1. Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motorcycles, quad bikes and children's motorcycles, motorcars, quad bikes and motor scooters) but **we** will cover lawn-mowers and garden tools.
2. Parts accessories tools fitted radios cassette players and compact disc players for the things in 1. above.
3. Landlord's fixtures and fittings included in the **buildings** section.
4. Tenant's property.
5. Property more specifically insured by any other insurance.
6. Any living creature.
7. Documents.
8. Clothes and personal items likely to be worn used or carried and also sports equipment and bicycles.
9. 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.
10. 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. Computers and computer equipment.
12. 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** policy schedule for any one claim under covers 1-13.

We will also pay the additional amounts under **landlord's contents** covers 14-16 up to the limits shown.

Your policy covers loss or damage to **landlord's contents** contained in a **private residence** by the following covers:

Cover 1 – Fire explosion lightning 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** policy schedule.
2. Smoke damage arising gradually or out of repeated exposure.

Cover 2 – Storm or flood

What is covered

Loss or damage caused by storm or flood.

Storm normally means very windy conditions accompanied by heavy rain hail or snow. Heavy rain alone is not a storm unless it is unusual or very extreme.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) by frost
 - b) to property in the open
 - c) caused by rising ground water levels
 - d) caused by any gradually operating cause or wear and tear

Cover 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** policy schedule.

Cover 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** policy schedule.
2. Loss or damage while a **private residence** is **unoccupied**.
3. Malicious damage caused by **you**.

Cover 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** policy schedule.
2. Loss or damage caused by coastal or river bank erosion.

Cover 6 – Escape of water

What is covered

Loss or damage caused by escape of water from:

1. a fixed water drainage or heating installation
2. a washing machine dishwasher fridge or freezer

What is not covered

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

Cover 7 – Escape of oil

What is covered

Loss or damage caused by the 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.

What is not covered

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

Cover 8 – Theft

What is covered

Loss or damage caused by theft or attempted theft following violent and forcible entry to or exit from the **private residence**.

What is not covered

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

Cover 9 – Collision

What is covered

Loss or damage caused by collision by aircraft aerial devices (or anything dropped from them) vehicles or animals.

What is not covered

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

Cover 10 – Aerials and satellite dishes

What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials and satellite dishes.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage to the items themselves.

Aerials and satellite dishes may be covered under the Audio and Audio visual equipment cover.

Cover 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** policy schedule.
2. Loss or damage caused by tree felling lopping or topping.
3. The cost of removing fallen trees or branches.

Cover 12 – Mirrors and glass

What is covered

Accidental breakage of :

1. mirrors
2. fixed glass in and glass tops of furniture
3. ceramic hobs ceramic tops and glass oven doors of unfixed or freestanding cookers

What is not covered

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

Cover 13 – Audio and audio visual equipment

What is covered

Accidental damage to:

1. television sets and their aerials
2. radios record players compact disc players and tape recorders
3. video recorders and DVD players
4. cable/satellite/digital television receivers

which are owned by **you** or for which **you** are legally responsible.

What is not covered

1. The amount of the excess shown in your policy schedule.
2. Mechanical or electrical breakdown or failure.
3. Loss or damage:
 - a) to portable equipment if it is being transported or carried or moved
 - b) to CDs DVDs records discs cassettes and tapes
 - c) caused by or in the process of cleaning maintenance repair or dismantling
 - d) to equipment in the open
 - e) caused by chewing scratching tearing or fouling by domestic pets
 - f) caused by any gradually operating cause or wear and tear
 - g) to computers and computer equipment
 - h) caused by rot fungus insects or vermin
 - i) caused by the action of light or any atmospheric or climatic condition
 - j) arising from the cost of remaking any film disc or tape or the value of any information contained in it

Cover 14 – Contents in the garden

What is covered

We will pay up to £250 for any one claim arising from landlord's contents covers 1-11 for loss or damage to **landlord's contents** when in the open within the boundaries of the **buildings**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage to plants and trees.
3. Loss or damage to audio and audio visual equipment.
4. Any loss or damage specifically excluded under **Landlord's contents** covers 1-11.
5. Any items mentioned under **Landlord's contents** What items are not covered.

Cover 15 – Contents in garages and outbuildings

What is covered

We will pay up to £1,000 for any one claim arising from Landlord's contents covers 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** policy schedule.
2. Any loss or damage specifically excluded under **Landlord's contents** covers 1-11.
3. Any items mentioned under **Landlord's contents** What items are not covered.

Cover 16 – 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)

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 communicable disease or virus
 - e) the ownership of the **buildings**
 - f) the ownership possession or use of aircraft, boats, watercraft or mechanically propelled vehicles (which includes motor cycles and children's motor cycles and children's motor cars quad bikes and children's quad bikes and children's motor scooters but we will cover liability arising from the ownership possession or use of lawn mowers and garden tools

Extension to landlord's contents – accidental damage

Your policy schedule will show if this extension has been chosen.

What is covered

Accidental damage to **landlord's contents** while in the **private residence**. We will also pay up to £1,000 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** policy schedule.
2. Any loss or damage specifically excluded under the **Landlord's contents** covers 1–16.
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 held 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) by rot fungus insects or vermin
 - f) by the action of light or any atmospheric or climatic conditions
 - g) by any gradually operating cause or wear and tear
 - h) to food drink or plants
 - i) to computers or computer equipment
 - j) 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.
 - k) while a **private residence** is **unoccupied**
 - l) more specifically insured under any other insurance policy
 - m) specifically provided for under Landlord's contents standard cover

Employer's liability

This section is automatically included.

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.

Legal expenses

This section is automatically included.

Your insurer under this section is Inter Partner Assistance S.A. Registered No FC008998.

Definitions

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.

These definitions apply to the Legal expenses section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for **you**.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to **your** case. Legal costs 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.

Arc

Arc Legal Assistance Limited who administer claims under this section on **our** behalf.

Insured/you/your

The individual or organisation shown in **your** policy schedule as the policyholder and defined in the tenancy agreement as the Landlord. If **you** die **your** personal representatives will be covered to pursue cases covered by this section on behalf of **you** that arose prior to **your** death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The **insured property** as shown in **your** policy schedule.

Insurer/we/us/our

InterPartner Assistance S.A., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PA.

InterPartner Assistance S.A. is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Period of insurance

The dates shown in **your** policy schedule.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Legal helpline

You can contact **our** helpline on 0870 240 2096 for advice on any problem or concern in connection with the **insured property**. Please quote AXA – Buy To Let when **you** call. The helpline is available 24 hours a day 365 days a year.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, **we** will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the help line may be able to offer **you** assistance under a private funding arrangement.

The legal helpline is provided on **our** behalf by Shoosmiths Solicitors or their agents that **we** have authorised.

We will monitor and record calls that are made to **us** for training and other lawful purposes.

Landlord's legal document service

We are able to provide a range of generic and bespoke landlord and tenant legal documents. The service has been arranged by **Arc** Legal Assistance and is provided by leading law firm Shoosmiths Solicitors. It can provide a range of useful documents including tenancy agreements, pre-grant notices, guarantor agreements and tenancy termination notices etc.

You can access this service by logging on to www.shoosmiths.co.uk/landlord.

You will need to enter the User ID as Landlord and enter the Password as London2012. Please note that the log in process is case specific. As well as providing standard template documents, the service also offers personalised and bespoke documents however **you** will have to pay a fee for these. Fees will be provided in advance and no work will be progressed until **you** have expressly agreed to the fee. All fees are payable by credit card.

What is covered

We will pay up to £50,000 for any one **insured incident** to cover **advisers' costs** where:

1. the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
2. the **proceedings** take place in the United Kingdom

You are covered for **advisers' costs** to pursue **proceedings** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance.

There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

What is covered (continued)

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against **you** in relation to the **insured property** under:

- a) The Gas Safety (Installation and Use) Regulations 1994
- b) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- c) The Electrical Equipment (Safety) Regulations 1994

And later amending regulations or their equivalent outside of England and Wales but within the United Kingdom.

You must take all reasonable steps to comply with these regulations and keep evidence of this.

What is not covered

1. There is no cover where:
 - a) **you** act, omission or delay prejudices **your** or **our** position in connection with the **proceedings** or prolongs the length of the claim
 - b) the **insured incident** began to occur or had occurred before **you** purchased this insurance
 - c) **you** should reasonably have realised when purchasing this insurance that a claim might occur
 - d) **you** do not give proper information to **Arc** or to the **adviser**
 - e) **you** have breached a condition relating to this section of **your** policy
 - f) **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning
2. There is no cover for any claim arising from:
 - a) works undertaken or to be undertaken by or under the order of any government or public or local authority
 - b) planning law
 - c) structural alteration to buildings
 - d) anything said or written about **you**
 - e) divorce, matrimonial or family matters or **proceedings**
 - f) any ventures or business projects unrelated to **your** activities as a landlord
 - g) a dispute between persons insured under this policy
 - h) an application for Judicial Review
 - i) a novel point of law
3. There is no cover:
 - a) for any claim which is not reported to **Arc** within 180 days of the **insured incident**
 - b) for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - c) arising from a dispute between **you** and **your** managing agent or mortgage lender
 - d) for damages, interest, fines or costs awarded in criminal courts
 - e) where **you** have other legal costs insurance cover
 - f) for claims made by or against **your** Insurance intermediary, **us**, the **adviser** or **Arc**
 - g) for appeals without the prior written consent of **Arc**
 - h) prior to the issue of court **proceedings**, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion.
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.

General conditions

1. Dealing with **your** claim

- a) **you** must notify claims as soon as possible within 180 days of the **insured incident**. **You** must complete a claim form and return it to **us** promptly with all relevant information.
- b) **you** and/or **your** agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further claim payments being made.
- c) **Arc** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**.
- d) **you** must supply at **your** own expense all information which **Arc** reasonably requires to decide whether a claim may be accepted. If court **proceedings** are required **you** may nominate an alternative **adviser**.

The alternative **adviser** must:

- i) confirm in writing that they will enable **you** to comply with **your** obligations under this section
 - ii) agree with **Arc** the rate at which their costs will be calculated, If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding
- e) The **adviser** will:
- i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement
 - ii) keep **Arc** fully advised of all developments and provide information that **Arc** may require
 - iii) keep **Arc** regularly advised of **advisers' costs**
 - iv) advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agrees in its absolute discretion to allow the case to proceed
 - v) submit bills for assessment or certification by the appropriate body if requested by **Arc**
 - vi) attempt recovery of costs from third parties
- f) in the event of a dispute over **advisers' costs** **Arc** may require **you** to change **adviser**.
- g) **we** shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
- h) **you** shall supply all information requested by the **adviser** and **Arc**.
- i) **you** are liable for any **advisers' costs** if **you** withdraw from **proceedings** without **Arc's** prior consent. **You** will need to reimburse any costs already paid by **Arc**.

2. Disputes

Any dispute between **you** and **Arc** 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. Reasonable prospects

At any time **Arc**, on **our** behalf, may form the view that **you** do not have a reasonable prospect of success in the action **you** are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

- a) the amount of money in question
- b) the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- c) the prospects of winning the case
- d) the prospects of being able to enforce a judgement
- e) the fact that **your** interests could be better served in another way

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the legal advice line on 0870 240 2096 and quote AXA – Buy To Let.

We will send **you** a claim form by e-mail, fax or post within 24-hours. Please complete and return it along with any supporting documents within five days of receiving it.

To maintain an accurate record, **your** telephone calls may be recorded.

Your claim will then be assessed and if accepted Shoosmiths Solicitors or their agents will be appointed to act for **you**.

Data protection

Your details and information about **your** cover and claims under this section will be held by **Arc** and/or **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

If **you** are not happy with any part of the service **you** have received **you** should contact **us** at the address below. **We** will send a full response within five working days or tell **you** within that time when **you** can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD
Phone: 0870 350 4400

If **we** cannot sort out **your** complaint **you** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Phone: 0845 080 1800

This does not affect **your** legal rights.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance and **Arc** are members of the Financial Services Compensation Scheme. The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information about this is available at www.fscs.org.uk

Tenancy disputes and rent guarantee

Your policy schedule will show if this section is in force.

Your insurer under this section is Inter Partner Assistance. Registered No FC008998.

Definitions

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.

These definitions apply to the Tenancy disputes and rent guarantee section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for **you**.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to **your** case. Legal costs 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.

Arc

Arc Legal Assistance Limited who administer claims under this section on **our** behalf.

Deposit

The sum of money collected from the **tenant** and held by **you** or **your** managing agent in accordance with section 213 of the Housing Act 2004 (and any amending legislation). It acts as an indemnity for losses incurred by **you** as a result of the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount of one months' **rent** must be retained as the **deposit**.

Dilapidations inventory

A full and detailed inventory of **your** contents and their condition within the **insured property** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Insured/you/your

The individual or organisation shown in **your** policy schedule as the policyholder and defined in the **tenancy agreement** as the Landlord. If **you** die **your** personal representatives will be covered to pursue cases covered by this section on behalf of **you** that arose prior to **your** death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The insured property as shown in **your** policy schedule.

Insurer/we/us/our

InterPartner Assistance S.A., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PA.

InterPartner Assistance S.A. is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. This can be checked on the FSA register by visiting the FSA's **website** at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Period of insurance

The dates shown in **your** policy schedule.

Policy excess

The amount **you** must pay as the first part of each and every claim made.

Proceedings

The pursuit of civil legal cases for damages or injunctions to recover possession of the **insured property**.

Rent

The monthly amount payable to **you** by the **tenant** as set out in the **tenancy agreement**.

Tenant

The occupier of the **insured property** named in the **tenancy agreement** as the **Tenant** for which you have received a **tenant reference**.

Tenancy agreement

A **tenancy agreement** between **you** and the **tenant** in relation to the **insured property** which is:

- a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1998 (as amended) or its equivalent outside of England and Wales but within the United Kingdom, or
- b) a written common law residential **tenancy agreement** created after 28th February 1997 between individuals where the **rent** is in excess of £25,000 per annum or its equivalent outside of England and Wales but within the United Kingdom

and which is:

- i) appropriate for the tenancy
- ii) signed and independently witnessed by the insured, the **tenant** and any **guarantor**
- iii) free from any unreasonable restrictive covenants

The initial **tenancy agreement** must be for a fixed term of no more than 12 months.

Tenant reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgements and no outstanding County Court Judgements in the past three years (whether satisfied or not). The tenant reference must also include copies of two forms of identification, one of which must contain a photograph, and a written employers' reference confirming their permanent and current employment and that their salary is sufficient to meet their **rent** liability after deduction of other normal living costs.

If all of the above are not available or in the case of student and DSS **tenants**, a full **tenant reference** showing a pass on the **tenant** and **guarantor** must be obtained from an **Arc** approved Tenant Referencing Company. Details of these companies are available by contacting **Arc Legal**.

What is covered

This section covers **advisers' costs** and **rent** up to the limit of indemnity where:

1. the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
2. the **proceedings** take place in the United Kingdom

Tenancy disputes

We will pay up to £50,000 for any one **insured incident** to cover **adviser's costs** to pursue **proceedings** against a **tenant** or **guarantor** where the **tenant** fails to perform his obligations set out in the **tenancy agreement** relating to the rightful occupation of the **insured property**.

Rent guarantee

We will pay up to £15,000 for any one **insured incident** for **rent** owed by a **tenant** under a **tenancy agreement** in relation to the **insured property** up to the **limit of indemnity**, where the **insured incident** occurs, during the **period of insurance** and **you**, where appropriate, **are pursuing** a claim under Tenancy disputes against the tenant to evict them from the **insured property**.

The maximum **rent** payable under this cover is £2500 per month.

The **policy excess** is equal to one month's **rent**.

The claim must be reported to **Arc** within the **period of insurance**.

Rent is only payable for up to 6 months or to the end of the period of the original **tenancy agreement** or until the **tenant** no longer remains in the **insured property**, whichever happens sooner.

Rent claims payments:

1. **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. One full month's **rent** must be in arrears after deduction of the **policy excess** before a claim payment is made.
3. If the **tenant** is applying for Housing Benefit, **rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **rent** will be paid under the insurance backdated to the date that **you** could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**. **You** or **your** managing agent must notify the Benefits Office of **your** interest.
4. If the **deposit** is more than the **policy excess**, the cover under this section will pay **rent** arrears after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations, this will be paid to **you**.

What is not covered

1. We will not cover an **insured incident**:
 - a) where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**
 - b) arising from or connected to the performance of **your** obligations under the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable
 - c) arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**
 - d) where the amount in dispute is less than £250 including VAT
 - e) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the United Kingdom
 - f) relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or equivalent Act outside of England and Wales but within the United Kingdom
 - g) where the **insured property** is not solely residential
 - h) where the **tenant** is not aged 18 years or over
 - i) relating to any occupant of the **insured property** over the age of 18 other than the **tenant**
 - j) where **you** fail to follow the advice of the **adviser** or take any action suggested by the **adviser** or **Arc** to recover possession of the **insured property** as promptly as possible
 - k) once **you** have recovered possession of the **insured property**
 - l) if **you** or **your** agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the **deposit**
 - m) where **you** have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, all necessary statutory pre-grant notices to the **tenant** have been issued, the first months **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**
 - n) where **you** have failed to keep full and up to date rental records or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of this section have been complied with
 - o) if **you** or **your** managing agent gave any false or misleading information when **you** applied for the **tenant reference**
 - p) where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**
2. There is no cover where:
 - a) the **insured incident** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** started before the **period of insurance** unless **you** had continuous previous insurance
 - b) **your** act, omission or delay prejudices **your** or **our** position in connection with the **proceedings** or prolongs the length of the claim
 - c) there is a dispute between **you** **your** managing agent or mortgage lender
 - d) the **insured incident** began to occur or had occurred before **you** purchased this insurance
 - e) **you** should reasonably have realised when purchasing this insurance that a claim might occur

What is not covered (continued)

- f) **you** do not give proper information to **Arc** or to the **adviser**
 - g) **you** have breached a condition relating to this section of **your** policy
 - h) **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning
3. There is no cover for any claim arising from:
- a) works undertaken or to be undertaken by or under the order of any government or public or local authority
 - b) planning law
 - c) the construction of or structural alteration to buildings
 - d) anything said or written about **you**
 - e) divorce, matrimonial or family matters or **proceedings**
 - f) any ventures or business projects unrelated to **your** activities as a landlord
 - g) a dispute between persons insured under this policy
 - h) an application for Judicial Review
 - i) a novel point of law
4. There is no cover:
- a) for any claim which is not reported to **Arc** within 45 days of the **insured incident**.
 - b) for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - c) arising from a dispute between **you your** managing agent or mortgage lender
 - d) for damages, interest, fines or costs awarded in criminal courts
 - e) where **you** have other legal costs insurance cover
 - f) for claims made by or against **your** Insurance Intermediary, **us**, the **adviser** or **Arc**
 - g) for appeals without the prior written consent of **Arc**
 - h) prior to the issue of court **proceedings**, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion
5. 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.

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the legal advice line on 0870 240 2096 and quote AXA – Buy To Let.

A claim form will be sent to **you** by e-mail, fax or post within 24 hours. Please complete and return it along with any supporting documentation within five days of it being received.

To maintain an accurate record, **your** telephone call may be recorded.

What happens next:

Your claim will then be assessed and if accepted an Enquiry Agent may visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/guarantor** to address his failure to perform his obligations under the **tenancy agreement**, Shoosmiths Solicitors or their agents will be appointed to act for **you**.

Any **rent** arrears covered under this section will generally be paid within 21 days from the end of the rental month they became due. **You** may be required to complete a continuation claim form before each rent claim payment is made.

General conditions

1. Dealing with **your** claim:

- a) **you** must notify claims as soon as possible within 45 days of the **insured incident**. **You** must complete a claims form and return it to **us** promptly with all relevant information.
- b) if **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** managing agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **insured property**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.
- c) **you** and **your** managing agent must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears.
- d) in the event of a claim **you** or **your** managing agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**.
- e) **you** and/or **your** managing agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further claim payments being made.
- f) **Arc** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**.
- g) **Arc**, on **our** behalf have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **advisers' costs** and **rent**.
- h) **you** or **your** managing agent must supply at **your** own expense all information which **Arc** reasonably requires to decide whether a claim may be accepted. **You** must provide the information within five days of receiving the request. If court **proceedings** are required **you** may nominate an alternative **adviser**.

The alternative **adviser** must:

- i) confirm in writing that they will enable **you** to comply with **your** obligations under this section
 - ii) agree with **Arc** the rate at which their costs will be calculated, If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding
- i) the **adviser** will:
- i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement

- ii) keep **Arc** fully advised of all developments and provide information that **Arc** may require
 - iii) keep **Arc** regularly advised of **advisers' costs**
 - iv) advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc**'s advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agrees in its absolute discretion to allow the case to proceed
 - v) submit bills for assessment or certification by the appropriate body if requested by **Arc**
 - vi) attempt recovery of costs from third parties
 - j) in the event of a dispute over **advisers' costs** **Arc** may require **you** to change **adviser**.
 - k) **we** shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
 - l) **you** shall supply all information requested by the **adviser** and **Arc**.
 - m) **you** are liable for any **advisers' costs** if **you** withdraw from **proceedings** without **Arc**'s prior consent. **You** will need to reimburse any costs already paid by **Arc**.
 - n) **Arc**, on **our** behalf have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **rent** and **adviser's costs**.
3. Disputes

Any dispute between **you** and **Arc** 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.

4. Reasonable prospects

At any time **Arc**, on **our** behalf, may form the view that **you** do not have a reasonable prospect of success in the action **you** are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

- a) the amount of money in question
- b) the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- c) the prospects of winning the case
- d) the prospects of being able to enforce a judgement
- e) the fact that **your** interests could be better served in another way

Claims conditions

If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** or **your** managing agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and then visit the **insured property**. **You** or **your** managing agent should seek legal advice if **you** are unsure that such an inspection is lawful.

Data protection

Your details and information about **you** cover and claims under this section will be held by **Arc** and/or **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

If **you** are not happy with any part of the service **you** have received **you** should contact **us** at the address below. **We** will send a full response within five working days or tell **you** within that time when **you** can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD
Phone: 0870 350 4400

If **we** cannot sort out **your** complaint **you** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Phone: 0845 080 1800

This does not affect **your** legal rights.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance and **Arc** are members of the Financial Services Compensation Scheme. The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information about this is available at www.fscs.org.uk

Home assistance

Your policy schedule will show if this section is in force.

The insurance under this section is underwritten by Inter Partner Assistance S.A. Registered number: FC008998.

Definitions

The following words have specific meanings and will appear in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Home assistance section only and are listed alphabetically.

Approved contractor

A tradesperson authorized in advance by Homeserve Claims Management Ltd to carry out repairs.

Emergency

A result of a sudden and unforeseen incident at the **property** that, if not dealt with immediately will:

1. expose the insured or a third party to a health risk or;
2. cause a risk of loss of or damage to the **property** and/or any of **your** belongings or;
3. render the **property** uninhabitable.

This definition includes damage to or breakdown of the **essential services** to the **property** and /or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a **temporary repair**.

Essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Insured/you/your

The landlord and/or the tenant normally living at the **property**.

Inter Partner Assistance/we/us/our/insurer

Inter Partner Assistance SA, who are a wholly owned subsidiary of AXA Assistance SA, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance's activity is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK. **You** can check this on the FSA register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

Period of insurance

The dates shown in **your** policy schedule.

Permanent repair

Repairs and/or work required to put right the damage caused to the **property** by an **emergency**.

Property

The insured property listed in **your** policy schedule, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Temporary repair

A repair that will resolve an **emergency** but may need to be replaced by a **permanent repair**.

Vermin

Brown or black rats, house or field mice, and wasps nests.

General conditions

1. 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 authorised an **approved contractor** in advance.
2. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification to the **approved contractor** or **our** other nominated agent.
3. 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 (rateable proportion) of any claim.
4. 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 of parts on a like for like basis where the replacement is necessary to resolve the **emergency**.
5. **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.

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.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your** property is safe and if required, the approved contractor will provide **you** with a quotation for a suitable repair.

Important information

1. If **you** suffer an **emergency** at **your property** you should call **us** on the **emergency** telephone number – 0870 646 4952.

We will then:

- a) advise **you** about how to protect yourself and the **property** immediately;
 - b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to **our** prior agreement, arrange and pay up to £100 including VAT in total for:
 - a) **your** overnight accommodation and/or
 - b) transport to such accommodation

What is covered

Emergency incidents that are covered by this policy are:

1. plumbing problems related to leaking pipes, blocked drains or leaking radiators
2. blockages in toilet waste pipes
3. sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
4. broken or damaged windows and doors presenting a security risk to the **property**
5. gas or electricity failure within the **property**
6. central heating or boiler failure
7. hot water failure
8. **vermin** inside the **property**

What is not covered

We will not pay for claims arising directly or indirectly from or relating to the following:

1. a leaking or dripping tap that needs a new washer or replacing, external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
2. burst or leaking flexible hoses which can be isolated or leaking washing appliances
3. external water supply pipes
4. failure of the boiler or the heating occurring in the months May to August inclusive
5. failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
6. boilers over 15 years old
7. replacement of light bulbs and fuses in plugs
8. descaling and any work arising from hard water scale deposits 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

What is not covered

9. loss of keys for outbuildings, garages and sheds
10. vermin outside the main residence e.g. in garages and other outbuildings
11. breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
12. damage to boundary walls, hedges, fences or gates
13. LPG fuelled, oil fired, warm air, solar and un-vented heating systems of boilers with an output over 60 Kw/hr
14. electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
15. septic tanks

We will not be liable for any of the following:

1. loss or damage arising from circumstances known to **you** prior to the start date of this insurance
2. The cost of replacement parts due to natural wear and tear 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 costs incurred in preparing a claim i.e. the cost of telephone calls
3. loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing etc
4. 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
5. any cost relating to the attempted repair by **you** or **your** own contractor
6. any defect, damage or failure caused by malicious or willful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards
7. any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days
8. 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
9. any loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
10. any loss, or injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all

How to make a claim

To obtain emergency assistance contact the 24 Hour Emergency Helpline on 0870 646 4952.

You should have the following information available upon request:

- **your** name and **property** postcode
- **your** policy number
- an indication as to the nature of the problem

Data protection

Your details and information about **your** cover and claims under this section will be held by **Arc** and/or **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

If **you** are not happy with any part of the service **you** have received **you** should contact **us** at the address below. **We** will send a full response within five working days or tell **you** within that time when **you** can expect a response.

Customer Relations Department
 Homeserve Claims Management Ltd
 Fulwood Park
 Caxton Road
 Fulwood
 Preston PR2 9NZ

If **we** cannot sort out **your** complaint **you** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
 South Quay Plaza
 183 Marsh Wall
 London E14 9SR

Phone: 0845 080 1800

This does not affect **your** legal rights.

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. Further information can be obtained from either Homeserve Claims Management Limited or on www.fscs.org.uk

Cancellation

You or the **insurer** can cancel this policy by giving 14 days written notice. Provided no claims have been made **you** are entitled to a full refund of **your** premium.

If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

Helpful phone numbers

Buildings and Landlords contents claims

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.

0870 556 1161

Landlord's legal document service

Access to a range of standard legal documents relating to letting your property.

You will need to enter the following website address:
www.shoosmiths.co.uk/landlord
 and enter the user ID and password stated opposite.

User ID: Landlord
 Password:
 London2012

Legal helpline, Legal expenses and Tenancy disputes and rent guarantee

The confidential Legal helpline service offers legal advice over the phone (please quote AXA Buy To Let).

Tenancy disputes and rent guarantee cover is an additional cover. Your policy schedule will confirm as to whether you have chosen this cover.

0870 240 2096

Domestic helpline and Home assistance

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.

If you have upgraded to the Home assistance cover we will pay up to £500 towards the costs and fees covered by this section. Your policy schedule will confirm as to whether you have chosen this cover.

0870 646 4952

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

Tenancy disputes and rent guarantee and Home assistance are optional sections. Please check your policy schedule to confirm the cover is included before calling.

AXA is a world leader in wealth management and financial protection. We operate in around 50 countries and serve more than 52 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

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