

Buildings and contents
insurance for landlords

Your policy booklet /

AXA Landlords Insurance

To Let

May 2018 edition

redefining / standards



Claims phone number

Buildings and Landlords contents claims

0330 0248087

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.

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

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Your policy

Thank you for choosing AXA Insurance UK plc.

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

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

Important information

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

Please read the complaints procedure in the Making a complaint section.

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.

X 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. We propose that the Law of England and Wales applies. Unless we and you agree otherwise the Law of England and Wales will apply to this policy.

Meaning of defined terms

Meanings that apply throughout your policy

These meanings apply throughout the policy.

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

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

The definitions are listed alphabetically.

Buildings

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

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues
- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- inspection hatches and covers all supplying your property
- **outbuildings.**

Business

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

Flood

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

Heave

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

Landlord's contents

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

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time.

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**.

Settlement

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

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 25mm per hour or
- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

* Equivalent to storm force 10 on the Beaufort Scale.

Subsidence

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

Unoccupied

Not lived in for 60 or more consecutive days.

Vermin

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

We/us/our

AXA Insurance UK plc.

You/your

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

General conditions

These conditions apply throughout your policy.

You must comply with the following conditions to have the full protection of your policy.

If you do not comply with them we may take one or more of the following actions:

- cancel your policy
- declare your policy void (treating your policy as if it never existed)
- change the terms of your policy
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

1 Providing accurate and complete information

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

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

2 Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact or schedule changes during the period of insurance.

Examples of changes we must be made aware of are:

- Any structural alterations to your **buildings**.
- If the **private residence** will no longer be let.
- If the **private residence** will be used for any reason other than private residential purposes.
- If the **private residence** will be **unoccupied**.
- If you have been declared bankrupt or been subject to bankruptcy proceedings.
- If you have received a police caution for or been charged with any offence other than driving offences.

We will then tell you if there will be any change to your insurance premium or any change in the terms of your policy.

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

3 Maximum limits

- a** The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **buildings** shown on your schedule only represents

70% of the full rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the policy will no longer meet your needs.

b The value of your **landlord's contents**.

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

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

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

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

4 Taking care of your property

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

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

5 Occupiers non-invalidation

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

6 Dual insurance

If 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.

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 receipt of the policy documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or writing to us at the following address during the cancellation period:

AXA Personal Lines Customer Service
PO Box 7072
WILLENHALL
WV1 9ZU

We will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

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.

Non payment of premiums

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

If we are unable to collect a payment by instalments we will use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the policy.

General exclusions

These exclusions apply throughout your **policy**.

We will not pay for:

1 Riot/civil commotion

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

2 Sonic bangs

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

3 Reduction in market value

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

4 Confiscation

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

Exclusions 1-4 above do not apply to

- *Property owner's liability,*
- *Public liability and*
- *Employer's liability.*

5 Radioactive contamination

- a** loss or damage to any property or any loss or expense resulting therefrom 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

General exclusions

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 Gradual deterioration/maintenance

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your **buildings** and **landlord's contents**.

10 Deliberate loss or damage

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

Claims conditions

These conditions apply throughout your policy.

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

- If we ask, you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you or your family responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.
- To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.
- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.
- We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

What you must not do

- admit or deny any claim made by someone else against you or make any 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

Claims conditions

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

If you or anyone acting for you:

- knowingly makes a fraudulent or exaggerated claim under your policy;
- knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- refuse to pay the claim;
- declare the policy void, treating it as if it had never existed without any refund of premium; and
- recover any sums that we have already paid under the policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

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.

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.
- Call the claims team who can discuss the claim and give you some practical advice.
- Do not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage.

How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash.

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

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

With your agreement we may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement.

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 14-22 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**.

✗ 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 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.

The maximum amount payable for loss or damage caused by malicious people lawfully allowed in the **private residence** is £5,000. If you claim for such loss under both Buildings cover and Contents cover we will not pay more than £5,000 in total.

✗ 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**.

X 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.

X 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.

X 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.

The maximum amount payable for theft or attempted theft caused by anyone lawfully allowed in the **private residence** is £5,000. If you claim for such loss under both Buildings cover and Contents cover we will not pay more than £5,000 in total.

X 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.

X 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.

X 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.

X 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.

X 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**.

X 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 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.

X What is not covered

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

Cover 15 – Loss of rent and 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 and/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.

X 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 £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors of the **private residence**
- 2 an alarm protecting the **private residence**

after the keys are lost or stolen.

X 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.

X 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 £1,000 for any one claim for accidental loss of metered water.

X 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 – 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 £5,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X 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.

Cover 20 – White goods

✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage caused by Buildings covers 1-11 to unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers for which you are legally responsible within the **buildings**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule.
- 2 Loss or damage excluded under Buildings covers 1-11

Cover 21 – Emergency entry

✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage caused when the fire, police or ambulance service has to force entry to the **buildings** because of an emergency or perceived emergency involving anyone lawfully in the **buildings**.

X What is not covered

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

Cover 22 – Trace and access

✓ What is covered

We will pay up to £1,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **private residence** caused by:

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

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

X What is not covered

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

- 2 Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.
- 3 The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.

Extension to buildings – accidental damage

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

✓ What is covered

Accidental damage to the **buildings**.

X 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 1-21
 - b by frost
 - c by wear and tear or gradually developing deterioration
settlement or shrinkage of the **buildings**
 - d by wet or dry rot or fungus or infestation, chewing, scratching, tearing or fouling by 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 lawnmowers 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 amount under **landlord's contents** cover 14 up to the limit shown.

Your policy covers loss or damage to **landlord's contents** contained in a **private residence** and while contained in a garage or **outbuilding** belonging to the **private residence** 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.

X 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**.

X 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 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.

X 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.

The maximum amount payable for loss or damage caused by malicious people lawfully allowed in the **private residence** is £5,000. If you claim for such loss under both Buildings cover and Contents cover we will not pay more than £5,000 in total.

X 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**.

X 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.

X 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.

X 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**.

The maximum amount payable for theft or attempted theft caused by anyone lawfully allowed in the **private residence** is £5,000. If you claim for such loss under both Buildings cover and Contents cover we will not pay more than £5,000 in total.

X 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.

X 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.

X 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.

X 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.

X 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.

X 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 or fungus or infestation, chewing, scratching, tearing or fouling by 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 – 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 £5,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X What is not covered

- 1** Liability in respect of your death, bodily injury or illness.
- 2** Liability in respect of death, bodily injury or illness of any person employed by you in connection with the **business** or in connection with any other trade or profession and arising out of or in the course of their employment.
- 3** Liability arising from:
 - a** any deliberate act by you or any **employee** of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an **employee**
 - b** the pursuit by you of any trade or profession other than the **business**
 - c** an agreement which imposes a liability on you which you would not be under in the absence of such agreement
 - d** the transmission of any contagious disease or virus
 - e** the ownership of the **buildings**
 - f** the ownership, possession or use of 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** and while in a garage or **outbuilding** belonging to the **private residence**.

X 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 1–15.
- 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 or fungus or infestation, chewing, scratching, tearing or fouling by 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.

X What is not covered

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

Making a complaint

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

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

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

Making your complaint

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

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

Contact details

Head of Customer Relations
AXA Insurance, Civic Drive,
Ipswich IP1 2AN

Phone: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

When you make contact please provide the following information:

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

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

Beyond AXA

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

The FOS is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email:

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

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

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

Telephone calls are recorded and monitored.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website www.FSCS.org.uk or by contacting them on 0800 678 1100.

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

Data Protection Notice

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

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