

The policy
wording for
your home
insurance
premier cover

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How your insurance works

M&S Home Insurance Premier Cover is underwritten by AXA Insurance UK plc. **Your** policy wording is evidence of the contract of insurance along with the statement of fact, **your** most recent **policy schedule** and any **endorsement(s)** shown.

This policy wording describes what is insured and the events **you** are insured against happening during the period for which **you** are insured. It also details the procedures to follow should **you** need to make a claim and clearly outlines what the **policy** does not cover.

Your policy is designed to be as simple and as clear as possible and **we** want **you** to be fully aware of **your** rights under it. If however **you** have any queries please call **us** on 0800 121 4070.

Renewal

We will contact **you** at least 21 days before the end of **your period of insurance**.

If **you** have registered for an online home insurance account **your** renewal will be online.

If **you** did not apply online and have not registered for an online home insurance account **we** will send **your** renewal invitation in the post.

If **you** took **your policy** out online but have not registered for an online account, **you** will receive **your** renewal invitation by email and **we** will explain in this email the steps **you** need to take.

*What **you** need to do:*

Check that all **your** details are correct and let **us** know if anything has changed.

Your renewal invitation will explain how **you** can make changes to **your** details and how to tell **us** if **you** do not wish to renew **your** insurance **policy**. If any changes are required or **you** do not wish to renew **your policy** **you** should let **us** know before **your** renewal date, otherwise **we** may continue to take **your** payment.

Automatic renewal

By purchasing this **policy** **you** have provided consent to set up a continuous payment authority. This means **we** are authorised to automatically renew **your policy** and apply for renewal payments from **your** account every year, even if **your** card has expired, until **you** instruct **us** to stop. **We** will do this unless **you** have asked **us** not to renew **your policy** automatically.

If **you** pay annually by Switch or Maestro **we** will not be able to automatically renew **your policy**. In some circumstances **we** will not be able to renew **your policy**. In all cases **we** will contact **you** prior to **your** renewal date to advise **you** what to do next.

To ask **us** not to renew **your policy** automatically in future please call **us** on 0800 121 4070.

Important notice

Please note that this home insurance **policy** is designed to insure **your home** against loss or damage. It does not cover the maintenance of **your home**. This means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**. **You** should keep **your** property in good repair, and take reasonable steps to avoid loss or damage.

The law which applies to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that English law applies. Unless **you** and **we** agree otherwise English law will apply to this **policy**.

This also applies to the Home Emergency Cover and Legal Expenses sections.

Useful telephone numbers

Should **you** need to contact **us** for any reason please call **us** on one of the numbers listed below:

For queries on or changes to **your policy**

0800 121 4070

For Home Insurance claims

0800 111 4901

For Home Emergency claims

0800 121 4074

For Legal Expenses claims

0800 121 4075

For legal advice

0800 121 4075

What we mean

These definitions apply throughout **your** policy wording apart from the Legal Expenses section 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**.

Buildings

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

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

Contents

Household goods, frozen foods, personal effects, **office equipment, valuables and money** (up to £500) are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them.

Household goods – include tenants' fixtures, fittings and interior decorations.

Personal effects – are clothes and items of a strictly personal nature likely to be worn, used or carried. For example mp3 players, mobile phones and sports equipment. This does not include **valuables or money**.

Domestic staff

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with any business, trade, profession or employment.

Electronic data downloads

Data legally purchased and downloaded by **you** or **your family** from a legitimate website.

Endorsement(s)

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

Escape of water

Water freezing in or escaping from water tanks, pipes, fixed equipment or fixed heating installations.

Excess

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

Family/they

Your spouse, domestic partner or civil partner, children, **domestic staff** and/or any other person permanently living with **you** and not paying for their accommodation.

Heave

The upward or sideways movement of the site on which **your buildings** are situated, due to a cause other than **settlement**, caused by swelling of the ground.

Home

The private residence shown in **your policy schedule** including its garages and **outbuildings** if they form part of the property.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time, due to a cause other than **settlement**.

Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

Motorised vehicle or craft

Electrically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bikes and children's quad bikes; aircraft (including drones, gliders and hang gliders), boats, hovercraft and any other type of craft designed to be used in or on water including hand or foot propelled craft, sailboards and windsurfers; trailers, carts, wagons, caravans and horse boxes; permanently fixed satellite navigation devices or global positioning devices, or portable satellite navigation devices or global positioning devices while they are fixed to a vehicle; parts, spares and accessories (including keys and key fobs) for any of the items above.

The following items are not included in this definition: ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **your home**; wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road; surfboards, water-skis, snowboards and skis; toys and models; **pedal cycles** and electrically powered **pedal cycles**; golf trolleys which are controlled by someone on foot; portable satellite navigation devices or portable global positioning devices which are not fixed to a vehicle.

Office equipment

Items of equipment which are used in relation to paperwork or computer work carried out at **your home**.

Outbuildings

Sheds, greenhouses, summer houses, other buildings (but not caravans, mobile homes or motor homes) which do not form part of the main **building** of **your home** and are used for domestic purposes.

Pedal cycle(s)

Your bicycle, including its tyres and accessories such as bicycle helmets, helmet mounted cycling cameras, cycling computers, cycling GPS units, lights, cycling luggage, cycling tools and cycle armour and guards.

Period of insurance

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

Policy

Your policy wording and most recent **policy schedule** and statement of fact including any **endorsement(s)**.

Policy schedule

The document that gives details of the cover **you** have.

Settlement

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

Subsidence

Downward movement of the site on which the **buildings** are situated, due to a cause other than **settlement** or the weight of the **buildings** themselves.

Unfurnished

Does not contain enough furnishings for normal daily living and sleeping purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 60 consecutive days (unless agreed in writing by **us**) or occupied by squatters. Regular visits or occasional overnight stays do not constitute occupancy.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, and collections of stamps, coins and medals.

Vermin

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

We/us/our

AXA Insurance UK plc. **We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk.

You/your

The policyholder(s) named in the **policy** and any other persons permanently residing with them at their address shown in the **policy** (this does not include boarders, lodgers or paying guests).

General Conditions

These conditions apply throughout **your policy**. Additional conditions apply to the Home Emergency Cover and Legal Expenses sections.

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

If **you** or **your family** do not comply with them **we** may at **our** option cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Changes in your circumstances

You must tell **us** as soon as possible if there is any change which may affect this insurance particularly:

- If any of the cover limits shown on **your policy schedule** are inadequate for **your** needs, particularly for **pedal cycles**, for single items of **valuables**, or the total limit for all **valuables**.
- Any structural alterations to **your home** (such as a loft conversion).
- If **you** let **your home**, or intend to do so (including taking in a lodger or renting out any part of **your home**).
- If **your home** is used for anything other than private residential purposes (such as any business activity other than paperwork or computer work).
- If **your home** will be **unoccupied** for more than 60 consecutive days or it will be **unfurnished**.
- If **you** or anyone living with **you** has been declared bankrupt, or is subject to bankruptcy proceedings.
- If **you** or anyone living with **you** has been convicted of, charged with or cautioned for any criminal offence.
- If anyone other than a **family** member lives with **you**.

- If **you** no longer live at the **home** shown on the **policy schedule**.

We will then advise **you** of any changes in terms.

*If **you** are in any doubt about any of this please ask **us**.*

2. Taking care of your property

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

You must maintain the property insured in good condition.

3. Precious stones

The settings of the stones in any item of jewellery worth £4,000 or more must be examined by a jeweller once every three years and any defect remedied as soon as possible.

4. Dual insurance

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

5. Other insurances

We will not pay any loss, damage or liability covered by a more specific policy.

6. Cancelling your cover

This section applies to all sections of the **policy**, including Home Emergency Cover and Legal Expenses.

Statutory cancellation rights

The way **we** conduct **our** business is regulated by the Financial Conduct Authority (FCA). Although the FCA requires a minimum cancellation period of 14 days, **we** allow **you** 31 days from the date **you** receive **your policy** documentation to make sure the **policy** suits **your** needs.

You may cancel this **policy** within 31 days of receipt of the **policy** documents (new business) or the renewal date (the cancellation period) by calling **us** on 0800 121 4070 or writing to **us** at the following address during the cancellation period:

M&S Home Insurance
Civic Drive
Ipswich
IP1 2AN

If **you** have received payment for or are in the process of making a claim during the statutory cancellation period **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**.

In all other circumstances **we** will give **you** a full refund.

Where there is a policyholder and a joint policyholder, cancellation will require the consent of both people named on the policy.

Cancellation outside the statutory period

You may cancel this **policy** at any time by calling **us** on 0800 121 4070 or writing to **us** at the above address.

As long as **you** have not received payment for or are in the process of making a claim during the **period of insurance**, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you** after deducting a cancellation fee of £25 if this charge applies to **your policy** – see your **policy schedule** for details of charges that apply to **your policy**.

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

If **you** paid for **your policy** in full and **you** have made a claim there will be no refund of premium.

Where there is a policyholder and a joint policyholder, cancellation will require the consent of both people named on the policy.

Our cancellation rights

Should **you** fail to make **your** payment(s) in full and by the due date **we** will contact **you** requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** notifying **you** that payment has not been received and give **you** a further 7 days to pay the outstanding amount. If payment is not received by this date **we**:

- Will cancel **your policy** with immediate effect and notify **you** in writing that such cancellation has taken place.
- Will terminate **your** Consumer Credit Agreement.
- May refuse to pay any pending claims on **your policy**.

7. Fraud

You and **your family** must not act in a fraudulent way.

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

- knowingly provides information to **us** as part of **your** application that is not true and complete to the best of **your** knowledge and belief or
- knowingly makes a fraudulent or exaggerated claim under the **policy** or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or

General Conditions

- makes a claim for any loss or damage caused by **your** wilful act or with **your** agreement, knowledge or collusion

then:

- **we** may not pay any claim which has been or will be made under the **policy**
- **we** may make the **policy** void from inception with a full refund of premium or cancel from the date of the loss without any refund of premium
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date
- **we** may inform the police of the circumstances.

General exclusions – what is not covered

These exclusions apply throughout **your policy**.

Additional loss or expenses –

Other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expense are costs incurred in preparing a claim or loss of earnings following **your** bodily injury or illness.

Buildings let –

Your buildings when lent, let or sublet in whole or in part unless otherwise agreed by **us** in writing.

Buildings unoccupied or unfurnished –

Loss or damage while **your home** is **unoccupied** or **unfurnished** caused by:

- a) malicious people or vandals
- b) theft or attempted theft
- c) **escape of water** from, or frost damage to, a fixed water installation, drainage installation or a heating installation.

Computer software and data –

Corruption of computer software or data caused by computer viruses or where no adequate back up copies have been kept.

Legal liability directly or indirectly arising from computer viruses. Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

Confiscation –

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

Deliberate acts –

Deliberate acts by **you** or **your family**.

Depreciation in value –

Any loss resulting in depreciation in value.

Erosion –

Coastal or river erosion.

Excess –

Any **excess(es)** which apply under **your policy**.

Faulty workmanship –

Faulty workmanship, defective design or the use of defective materials.

Pollution or contamination –

Loss, damage or liability arising from pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified,
or
- b) oil leaking from a domestic oil installation at **your home**.

Radioactivity –

Loss, damage or liability which involves:

- a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste,
or
- b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

Sonic bangs –

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

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 to this.

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.

The terrorism exclusion applies only to the following sections:

- Premier Buildings.
- Premier Contents at **your home**.
- Contents away from **your home**.

Vermin –

Loss or damage caused by infestations, chewing, scratching, tearing or fouling by insects or **vermin**.

War risks –

Any loss, damage or liability resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Wear & tear –

Any loss or damage caused by wear and tear, depreciation, mechanical or electrical breakdown, 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 building** and its **contents**.

Premier Buildings – what is covered

If **you** have chosen Premier Buildings it will be shown in **your policy schedule** along with any other limits that may apply.

This section should also be read in conjunction with ‘Premier Buildings – what is not covered’ on page 14 and the General exclusions on pages 11 & 12.

What is the most we will pay?

The most **we** will pay for loss or damage for any one claim under covers 1 to 7 is the cost of rebuilding **your home** in the same size, style, and appearance as at the time of the loss.

The most **we** will pay for loss or damage for any one claim under cover 8 is shown in **your policy schedule**.

What is covered

1. Loss or damage to **your buildings**.
2. Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vapourisation due to a defective oil-fired heating installation. **We** will also pay costs that **you** incur in finding the source of the damage to **your home**. This includes reinstating walls, floors or ceilings that are removed or damaged during the search following loss or damage.
3. The cost of reasonable alternative accommodation for **you** and **your family** if **you** cannot live in **your home** as a result of loss or damage insured under this **policy**. **We** will also pay for any reasonable additional costs incurred for alternative accommodation for **you**, **your family** and **your** domestic pets if **you** have been evacuated from **your home** because of risks to **your** health and safety from something external to **your home**.
4. Architects, surveyors, consulting engineers and legal fees and the cost of clearing debris from the site or demolishing or shoring up the **buildings** and costs to comply with government or local authority requirements incurred as a result of loss or damage insured under this **policy**.
5. If **you** are selling **your home** the person buying it will be covered for the **buildings** during the period between exchange of contracts or conclusion of missives and completion date.
6. The cost of replacing locks and keys for outside doors of **your home** and for domestic safes or alarms, if the keys of such locks have been lost or stolen.
7. Loss or damage to the **buildings** and to plants, bushes, shrubs and trees in the open boundaries of the land belonging to **your home** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

What is covered *continued*

8. Legal liability as owner of **your home**
This section (Buildings) only covers liability arising from the ownership of **your home**. **Your** liability as the occupier of **your home** or **your** personal liability arising from the private pursuits of **you** or **your family** is not covered.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

We will pay up to the limit shown in **your policy schedule** (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

- death, bodily injury or illness of any person who is not an employee of either **you** or **your family**
- damage to material property not belonging to or in the custody or control of **you** or **your family** or **domestic staff** arising from:
 - a) **your** ownership (but not occupation) of the **buildings**
 - b) defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **you** or **your family** up to seven years after such disposal before the occurrence of bodily injury or damage in connection with such private residence.In the event of **your** death **we** will treat **your** legal representative as **you** in respect of liability incurred by **you**.

Premier Buildings – what is not covered

The following exclusions apply to all Premier Buildings causes and covers.

What is not covered

- **Excess** – the amount of the **excess** shown in **your policy schedule**.
- Plants – loss or damage to trees, plants or bushes unless caused by the fire, police or ambulance service.
- Solar panels and wind turbines that are not permanently installed on **your home**.
- **Subsidence excess** – the **excess** for **subsidence, heave, or landslip** claims shown in **your policy schedule**.
- **Escape of water excess** – the **excess** for **escape of water** claims shown in **your policy schedule**.
- Anything shown under ‘General exclusions – what is not covered’ on pages 11 & 12.
- Under cover 8. Legal Liability Cover Anything shown under ‘Liability – what is not covered’ on page 19.

For Home Insurance claims call:

0800 111 4901

Premier Contents at your home – what is covered

If **you** have chosen Premier Contents it will be shown in **your policy schedule** along with any other limits that may apply.

This section should also be read in conjunction with 'Premier Contents at **your home** – what is not covered' on page 17 and the general exclusions on pages 11 & 12.

What is the most we will pay?

The most **we** will pay for any one claim under covers 1 to 15 is the amount it will cost **us** to replace all of **your contents** as new but subject to the limits shown in **your policy schedule** for **valuables, money, electronic data downloads, pedal cycles** and liability.

What is covered

1. Loss or damage to **your contents** while they are at **your home** and when in the open boundaries of **your home**.
2. The cost of reasonable alternative accommodation for **you** and **your family** if **you** cannot live in **your home** as a result of loss or damage insured under this **policy**. **We** will also pay rent payable for which **you** are legally liable, and reasonable additional costs incurred for alternative accommodation for **you, your family** and **your** domestic pets if **you** have been evacuated from **your home** because of risks to **your** health and safety from something external to **your home**.
3. The cost of replacing locks and keys for outside doors of **your home** and for domestic safes or alarms, if the keys of such locks have been lost or stolen.
4. Loss of or damage to **contents** while being moved by professional furniture removers from **your home** to **your** new permanent **home** (including temporary storage in a recognised furniture depository for up to 7 days in a row) in the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.
5. Credit card financial losses that **you** are legally liable for following the loss and unauthorised use of **your** credit card(s) which were only used by **you** for domestic purposes.
6. The cost of preparing new title deeds for **your home** if they are lost or damaged.
7. The **contents** which **you** have with **you** while residing away from **home** attending university, college or boarding school.
8. The **contents** belonging to **your** dependant relatives which they have with them while living in a nursing home.
9. The **contents** belonging to **your** visitors which they bring into **your home** while visiting **you**.
10. The **contents** belonging to **your domestic staff** which they bring into **your home**.
11. Purchases made from Marks & Spencer while in transit from the store to **your home**.
12. Accidental loss of metered water.
13. Accidental loss of domestic heating oil.
14. Loss or damage to plants bushes, shrubs and trees while in the open within the boundaries of the land belonging to **your home**.
15. Loss or damage to **electronic data downloads** following loss or damage to **contents**.

Premier Contents at your home – what is covered

What is covered *continued*

16. Legal Liability Cover

Personal liability

This section (Contents at **your home**) covers **your** liability as the occupier of **your home** and liability arising from the private pursuits of **you** or **your family**. **Your** liability arising from **your** ownership of **your home** is not covered.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

We will pay up to the limit shown in **your policy schedule** (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event, or one source, or original cause that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

- death, bodily injury or illness of any person
- damage to material property not belonging to or in the custody or control of **you**, **your family** or **domestic staff** arising from:
 - a) the occupation of **your home** (but not its ownership)
 - b) the private pursuits of **you** or **your family**
 - c) the employment of **you** or **your family** or **domestic staff**.

Liability to domestic staff

We will pay up to the limit shown in **your policy schedule** (which includes costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

*Tenants liability (this applies if **your home** is rented)*

We will pay up to the limit shown in **your policy schedule** for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as tenant of **your home** in respect of:

- damage to the **buildings** by any cause specified under the **buildings** section of this **policy**
- accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from **your home**
- accidental breakage of:
 - a) fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandahs;
 - b) fixed ceramic hobs or hob covers,
 - c) fixed sanitaryware and bathroom fittings.

For Home Insurance claims call:

0800 111 4901

Premier Contents at your home – what is not covered

The following exclusions apply to all Premier Contents causes and covers.

What is not covered

- Business items – items mainly used for business or professional purposes, other than **office equipment**.
- Credit cards – credit card financial losses if **your** credit card conditions have not been complied with.
- Data – the cost of remaking any data, information, programs, films or recordings created by or specifically for **you**.
- **Excess** – the amount of the **excess** shown in **your policy schedule**.
- **Escape of water excess** – the **excess** for **escape of water** claims shown in **your policy schedule**.
- Household removals
 - a) Loss or damage caused by scratching to **contents** while being moved by professional furniture removers.
 - b) Loss of or damage to glass, mirrors, **money**, coins, jewellery, paintings, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind while being moved by professional furniture removers.
- Living creatures – any living creature.
- Maintenance – any process of cleaning, repair or alteration.
- **Motorised vehicle or craft**.
- **Pedal cycles**

Your policy schedule shows the limit for an unspecified **pedal cycle**. Any **pedal cycle** worth over this limit, which is not specified on **your policy schedule**, is only covered up to this limit.

Loss or damage:

 - a) to tyres and accessories unless the **pedal cycle** is lost or damaged at the same time
 - b) by theft of any unattended **pedal cycle**, unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle
 - c) while being used for racing, pacemaking or trials
 - d) to **pedal cycles** used for business purposes
- Plants – loss or damage caused by disease.
- Theft – theft or attempted theft from any nursing home or from any premises where **you** are temporarily residing while attending university, college or boarding school, unless forcible and violent means are used to gain entry or exit.
- Anything shown under 'General Exclusions – what is not covered' on pages 11 & 12.
- Under cover 16. Legal Liability Cover – Anything shown under 'Liability – What is not covered' on page 19.

Contents away from your home – what is covered

If **you** have chosen Contents away from **your home** it will be shown in **your policy schedule** along with any other limits that may apply.

This section should also be read in conjunction with ‘Contents away from **your home** – what is not covered’ below and the General exclusions on pages 11 & 12.

What is the most we will pay?

The most **we** will pay for any one claim is the cover limit shown in **your policy schedule**.

Separate limits apply to **valuables, money, electronic data downloads** and **pedal cycles** – these are shown in **your policy schedule**. The limits are subject to the maximum amount of cover **you** have chosen and are not in addition to it:-

What is covered

Loss or damage to **your contents** when they are temporarily away from **your home** anywhere in the world.

Contents away from your home – what is not covered

The following exclusions apply to all Contents away from **your home** causes and covers.

What is not covered

- Business items – items mainly used for business or professional purposes, other than **office equipment**.
- **Excess** – the amount of the **excess** shown in **your policy schedule**.
- Living creatures – any living creature.
- Items in an unattended vehicle – loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked.
- **Motorised vehicle or craft**.
- Maintenance – any process of cleaning, repair or alteration.
- **Pedal cycles**
Your policy schedule shows the limit for an unspecified **pedal cycle**. Any **pedal cycle** worth over this limit, which is not specified on **your policy schedule**, is only covered up to this limit.
Loss or damage
a) to tyres and accessories unless the **pedal cycle** is lost or damaged at the same time

What is not covered *continued*

- | | |
|---|---|
| <ul style="list-style-type: none">b) by theft of any unattended pedal cycle, unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehiclec) while being used for racing, pace making or trialsd) to pedal cycles used for business purposes. | <ul style="list-style-type: none">• Unattended items – loss of or damage to items not in the care, custody or control of you, your family or an authorised person.• Plants – loss or damage to trees, plants, hedges or bushes.• Anything shown under ‘General exclusions – What is not covered’ on pages 11 & 12. |
|---|---|

Liability – what is not covered

The following exclusions apply to Premier Buildings item 8, and Premier Contents at **your home** item 16.

What is not covered

- | | |
|--|--|
| <ul style="list-style-type: none">• Contracts – agreements or contracts unless you were liable before you made the agreement or contract.• Dangerous dogs – owning or possessing or using a dog of one of the following breeds; Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed.• Disease – you passing on any illness or virus.• Employment – your employment, business or profession.• Land elsewhere – animals or property kept on land other than at your home. | <ul style="list-style-type: none">• Legal action outside the United Kingdom, the Channel Islands or the Isle of Man – any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.• Lifts – use or ownership of lifts.• Your property – your legal liability does not cover loss of or damage to property belonging to you, or injury or illness suffered by you.• Motorised vehicles or craft.• Anything shown under ‘General exclusions – what is not covered’ on pages 11 & 12. |
|--|--|

For Home Insurance claims call:

0800 111 4901

Making a claim

When **you** think **you** need to make a claim please call **our** claims team on the number at the bottom of the page, who will immediately take action to help **you**. To make the claims process quicker please have **your** policy number to hand.

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

- take details of the loss or damage caused
- instruct an approved supplier 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 steps to prevent further damage to the property as soon as possible such as switching off gas, electricity and water supply.
- Phone **our** 365 days a year 24 hour domestic helpline. By phoning **our** 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 Home Emergency Cover **we** will pay up to £1,000 towards the costs and fees covered by this section.
- Call **our** claims team who can discuss the claim with **you** and give **you** some practical advice.

- Please do not dispose of any damaged items or conduct permanent repairs because **we** may need to inspect the damage.

Our promise

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

How we settle claims

We can choose to repair, reinstate or replace the lost or damaged property, however, **you** can decide to have a settlement in cash, or cash equivalent (including vouchers and/or storecards), instead.

Where **we** can offer repair or replacement through a preferred supplier, but **we** agree to pay a cash or cash equivalent settlement instead the amount **we** pay will reflect:

- any discounts **we** may have received had **we** replaced **your contents** or
- the amount it would have cost **us** had **we** repaired or reinstated **your buildings** and **contents** based on their current energy ratings.

If no equivalent replacement is available then **we** will pay the full replacement cost of the item in cash or, if you agree, cash equivalent (including vouchers and/or storecards) with no discount applied.

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 items which are not capable of economic repair on the basis of cost as new.

If **your** property is severely damaged, requiring demolition and rebuilding, where possible and when **you** agree, **we** will rebuild in line with sustainable home building practices as described by the government. This will include recycling or disposing of building waste in an appropriate environmental manner.

We will aim to rebuild properties in line with level 4 of the Code for Sustainable Housing. Further information on the requirements for sustainable homes can be obtained at www.planningportal.gov.uk/uploads/code_for_sust_homes.pdf.

Contents and Contents away from your home

We will settle claims for loss or damage to items which are not capable of economic repair on the basis of cost as new.

If **your** dishwasher, washing machine, refrigerator, tumble drier or freezer are damaged and require a full replacement **we** will, where **you** agree, replace them with an equivalent appliance which has an Energy rating of A.

Excess

Any **excess** shown in **your policy schedule** will be deducted from the claims settlement amount.

For **escape of water** claims the **escape of water excess** shown in **your policy schedule** will be deducted from the claims settlement amount.

For Home Insurance claims call:
0800 111 4901

Making a claim

For **subsidence, heave** or **landslip** claims the **subsidence excess** shown in **your policy schedule** will be deducted from the claims settlement amount.

If **you** have chosen different **excesses** for buildings and contents, and **you** make a claim on both sections, only the higher of the two **excesses** will be charged.

No claims discount

No claims discount is earned separately under the **buildings** and **contents** sections of **your policy**. It will increase by one year for each year **you** have not made a claim up to the maximum number of years allowable.

You can choose whether or not to protect **your** no claims discount so that in the event of a claim **you** will not lose the entire discount **you** have earned. **Your policy schedule** will show whether **you** have chosen this option and also how much no claims discount applies to each section.

If **you** choose to protect **your** no claims discount:

- **You** can make one claim in a four year period and **your** no claims discount will not be reduced.
- For any second and subsequent claim(s) in a four year period **your** no claims discount will be reduced by two years per claim on the section(s) under which **you** have made the claim(s), either **buildings** or **contents** or both, until **your** no claims discount is reduced to zero years.

If **you** do not choose to protect **your** no claims discount:

- All no claims discount will be reduced to zero years on the relevant section(s) under which **you** have made a claim.

Once **your** no claims discount has been reduced or removed it will subsequently increase by one year for each year **you** do not make a further claim.

Claims conditions

These conditions apply throughout **your policy**.

For Home Emergency Cover and Legal Expenses separate conditions apply.

You and **your family** must comply with the following claims conditions to have the full protection of **your policy**.

If **you** or **your family** 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 payment.

The first thing you must do:

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

As soon as possible **you** should:

- inform the Police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected
- contact **us** by phone on the appropriate helpline. Helpline numbers are shown on the useful phone numbers page of this booklet
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

What you must do after making your claim

- Tell **us** and provide full details in writing as soon as possible if someone is holding **you** 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.

- If **we** ask **you** must send **us** written details of **your** claim within 30 days.
- To help **us** prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statement, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property.
- To 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 **your family** or make any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim in **your** name for **our** benefit against any other party. **We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **your** name.

Home Emergency Cover

If **you** have chosen Home Emergency Cover it will be shown in **your policy schedule** and **you** will be covered for **emergency repairs** to **your home** as shown below.

Home Emergency Cover is arranged for **you** by M&S Home Insurance underwritten by Inter Partner Assistance S.A. Registered number: FC008998 and claims are handled by AXA Assistance UK Ltd.

What we mean

The meaning of the words shown on pages 5, 6 & 7 of this policy wording also apply to this section, apart from the words **we/us/our** which have different meanings. Each time **we** use one of the words listed below it will have the same meaning wherever it appears in the Home Emergency Cover section.

Authorised contractor

A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under this **policy** and under **our** delegated authority; or if **you** choose, or **we** are unable to provide a suitable tradesperson, a tradesperson chosen by **you** and approved by **us** before any work commences, where **you** appoint a qualified tradesperson, arrange for repairs to be carried out and supply **us** with a receipt or invoice.

Claims administrators

AXA Assistance UK Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

Emergency/Emergencies

A result of a sudden and unforeseen incident at **your home** which, if not dealt with immediately will:

- expose **you**, or anyone else in **your home** to a health risk, or
- cause a risk, of, or loss of or damage to **your home** and or any of **your** belongings, or
- leave **your** home without essential services.

Emergency repair

A temporary repair which is necessary to resolve the immediate **emergency** carried out by an **authorised contractor**. This repair will be guaranteed for three months.

Essential services

Mains drainage to the boundaries of **your home**, water, electricity and gas within **your home**, and the main source of heating or hot water where no alternative exists.

IPA/we/us/our

Inter Partner Assistance SA. Registered No. FC008998. Registered Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA's firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

Permanent repair

Work which is necessary to put right the damage that the **emergency** has caused to **your home** carried out by an **authorised contractor**. This repair will be guaranteed for 12 months.

Pest(s)

Brown or black rats, house or field mice, wasps or hornets.

United Kingdom

United Kingdom of Great Britain and Northern Ireland; plus the Isle of Man and the Channel Islands. In the Isle of Man and the Channel Islands it is more likely that **you** will need to arrange a tradesperson as an **authorised contractor** may not be available.

Home Emergency Cover

What is covered

You are covered for the following **emergencies** which happen within the **United Kingdom**.

1. Sudden and unexpected roofing problems such as leaks or tiles blown off during a storm or bad weather.
2. A leak from **your** toilet or pipes leading to and from the shower or bath and internal section of the overflow pipe along with the central heating pipes.
3. Plumbing problems related to the internal hot and cold water pipes between the main internal stopcock and the internal taps including the cold water storage tank, flushing mechanism of a toilet. External water supply pipes within **your** property boundary are covered where **you** are solely responsible for them. For any shared drainage or plumbing it is **your** responsibility to get authorisation from other homeowners to undertake repairs and provide evidence of this authorisation. **You** will need to arrange a tradesperson and **we** will pay a percentage dependent on the number of shared owners.
4. Complete, partial or intermittent failure or breakdown of **your** heating/hot water system resulting in no hot water and/or heating. A domestic gas boiler within **your home**. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue. For any shared heating systems it is **your** responsibility to get authorisation from other homeowners to undertake repairs and provide evidence of this authorisation. **You** will need to arrange a tradesperson and **we** will pay a percentage dependent on the number of shared owners.
5. Loss of water pressure within a boiler due to a fault and/or a water leak from the boiler/heating system.
6. Loss of all keys needed to get into **your home**, including garages or **outbuildings**.
7. Broken or cracked windows, which result in **your home** not being secure. **We** will undertake an **emergency repair** using boarding or similar material.
8. Total failure of **your** electrics or **your** gas supply.
9. A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. ***You will need to contact your Utility Company for restoration of your gas supply as they will be able to arrange this for you.***
10. Provides professional extermination and control of **pests**. The cover is for **emergency pest** contamination in **your home**, including its cellars and **outbuildings** used for domestic purposes. In respect of wasp and hornets nests the cover extends to the garden of **your home**.
11. Claims related to other forms of primary heating, such as renewable technologies in **your home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar. In these cases **you** may need to arrange a tradesperson if an **authorised contractor** is not available at the time in **your** local area.

What is covered *continued*

12. An **emergency** relating to the blockage of, or damage to, waste pipes causing a blockage or a waste water leak including:
 - blocked sinks and rainwater drains;
 - baths, toilets or external drainage (**you** will still be covered if **you** have another working toilet or bathing facility);
 - blocked or leaking soil vent pipes, provided **your** are solely responsible for this.
13. If **we (our authorised contractors)** are unable to repair **your** boiler/hot water system, **we** will pay **you** £500 towards a replacement. This can be claimed within a reasonable time of attendance. If **we** are unable to repair **your** boiler/hot water system and **you** choose to not replace it, cover under this section will no longer apply.
14. If **your home** becomes uninhabitable and remains so overnight as a result of an **emergency** covered under this section, as long as **we** agree beforehand, **we** will pay up to £250 for **you** and **your family's** overnight accommodation and/or transport to such accommodation.
15. If **you** have no heating and a part needs to be ordered following the engineer's first visit, or if **we** are unable to repair the boiler/heating system, **you** have the option to purchase heaters up to a value of £50 including VAT and claim for these. Alternatively **we** can deliver two temporary heaters to **your home**. These heaters are **yours** to keep.

Home Emergency Cover

What is not covered

- Any **emergency** which happens before the start of **your** Home Emergency Cover.
- Any loss or damage arising from circumstances that **you** were aware of at the start of **your** Home Emergency Cover.
- Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance with the manufacturer's guidelines.
- Any items that need repairing as a result of normal use such as replacement light bulbs and fuses in plugs.
- The cost of replacing parts due to natural wear and tear.
- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain.
- Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers or washing machines.
- Breakdown of or loss or damage to any domestic appliances, saniflow toilets or any mechanical equipment.
- Damage to boundary walls, hedges, fences or gates.
- Restoration of gas supply. Contact **your** utility company who will arrange this for **you**.
- Problems related to temporarily frozen pipes.
- Plumbing or drainage problems related to tanks, swimming pools and hot tubs.
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion.
- Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system.
- Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.
- Repair or replacement of the flue due to wear and tear.
- Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), fuel tanks, cesspits, treatment plants and their outflow pipes, guttering and downpipes.
- Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance, or to swimming pools and their plumbing or filtration systems.
- Loss or damage arising from the utility company deliberately disconnecting or interrupting the main services or any equipment they are responsible for.
- Any damage or failure caused by malicious or wilful action, negligence, misuse, interference or faulty workmanship, including any attempted repair which does not meet industry standards.

What is not covered *continued*

- Any loss arising from **subsidence** caused by new structures, demolition, structural repairs or alternations to the property, faulty workmanship or using faulty material, or river or coastal erosion.
- Any loss, damage or liability whatsoever resulting directly, or indirectly from, or in connection with, any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Your responsibilities under this section

1. If there is an **emergency** at **your home** you must advise **us** as soon as possible on the 24 hour Home Emergency number provided.
2. **You** are responsible for the cost of any parts or services which have not been authorised by **us, our claims administrators** or **authorised contractor**.

Our responsibilities under this section

1. When **you** contact **us** to advise **us** of the **emergency** we will tell **you** how to protect **your home**.
2. **We** will arrange for an **authorised contractor** to carry out an **emergency repair**, or a **permanent repair** if it is a similar price, up to a maximum of £1,000.
This price will include:
 - VAT
 - call out charges
 - labour
 - parts and materials.
3. **We** will only provide Home Emergency Cover to the owner of **your home**, tenanted properties are not covered.
4. **We** will only provide Home Emergency Cover to properties used for business purposes if the business use is paperwork or computer work only, with no more than 10 business-related callers per week; or if cover has been agreed for the business use on the main policy.

For Home Emergency Cover claims call:

0800 121 4074

Home Emergency Cover

5. 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 repairs.
 6. If the parts needed to carry out either an **emergency** or **permanent repair** are no longer available **we** will ensure that **your home** is safe. **We** will advise **you** of the parts that are unavailable and, if required, **our authorised contractor** will provide **you** with a quotation for a suitable replacement.
 7. 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** proportionate share of any claim.
- **We**, along with **our authorised contractors** acting under **our** delegated authority, will then manage **your** claim and keep **you** updated throughout **your** claim journey;
 - **We** will organise and pay, up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency repair**;
 - In the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will pay up to £250 towards the cost of **your** (including **your** pets) accommodation including transport. **You** will need to arrange the accommodation and transport and then **we** will reimburse you.
 - **We** would always recommend that **you** arrange a permanent repair to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency repair** and contained the **emergency** for you, as this may only provide a temporary solution to the problem.

How to make a home emergency claim

Please call **us** on 0800 121 4074 as soon as **you** are aware of an **emergency**.

If **you** think **you** have a gas leak, **you** should immediately call the National Gas Emergency Service on 0800 111 999.

Please have as much information as possible to hand including **your** policy number. This will enable **us** to assist **you** as quickly as possible.

When you call **us**, **we** will:

- Advise **you** what steps to take to protect **yourself** and **your home** immediately;
- Check **you** have the required cover;
- Arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment or arrange to settle **your** claim once **you** have arranged a tradesman;

Claims under this policy can only be made by **you**, **your** immediate **family**, lodger or anyone calling on **your** behalf.

If the **emergency repair** costs more than £1,000, **we** will require **you** to contribute the difference or subject to our prior agreement, and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** up to £1,000 including VAT as a contribution to a repair which **you** will arrange, taking account of the costs reasonably incurred by **our authorised contractor** for the initial visit. This will be in full and final settlement of **your** claim.

If work is required to locate the source of a leak ('trace and access') this is not covered by **your** Home Emergency Cover, but may be covered by **your** Buildings cover. Call Home Insurance claims on 0800 111 4901 if **you** need to discuss making a claim for this.

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under **your** buildings cover.

If **you** have a query please call **us** on 0800 121 4074 or write to **us** at:

AXA Assistance UK Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

Please quote **your** claim reference number in any correspondence.

FSCS

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk.

For Home Emergency Cover claims call:
0800 121 4074

Legal Expenses

If **you** have chosen Legal Expenses cover it will be shown in **your policy schedule**. Legal Expenses cover is arranged for **you** by M&S Home Insurance with Inter Partner Assistance S.A. Registered number: FC008998.

What we mean

The following definitions apply to Legal Expenses cover only. Wherever the following words or expressions appear in bold type they will have the meaning given to them below:

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** to action **your** behalf. Unless a conflict of interest arises, prior to the start of court proceedings **our** panel solicitor or their agents authorised by **us** will be appointed to act for **you**.

Costs and expenses (up to £50,000 per event)

- a) All reasonable and necessary legal costs or accounting fees charged by the **appointed representative** and agreed by **us**.
- b) Legal costs which **you** have been ordered to pay by a court or other body which **we** have agreed to or authorised.

Full enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of **your** tax affairs.

Home

Your permanent private residence as shown in **your** policy schedule, within the **territorial limits**.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Where more than one claim is reported that relates to an incident or incidents that are connected by the same

cause of action, time or event then these claims will be treated as a single claim.

Legal proceedings

- a) For the pursuit or defence of a claim for damages.
- b) Specific performance.
- c) Injunction dealt with by:
 - negotiation
 - a civil court
 - a tribunal
 - arbitration
 - any other body which **we** have agreed to or authorised.

Medical treatment

The consultation and/or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for **your** clinical care.

Period of insurance

The period of **your** Legal Expenses cover, as set out in **your** policy schedule, which is not more than 12 calendar months.

Prospects of success

In respect of all claims it is always more likely than not that **you** will:

- a) recover damages or obtain any other legal remedy which **we** have agreed to
- b) make a successful defence
- c) make a successful appeal or defence of an appeal
- d) recover higher damages than any **costs and expenses**.

Prospects of success will be assessed by **us** or an **appointed representative** on **our** behalf.

Standard costs and expenses

The level of **costs and expenses** that would normally be incurred in using a nominated **appointed representative** of **our** choice.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey (west of the Bosphorus).

We/Us/Our

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register

IPA's address is:
Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

You/Your

- The policyholder named in the policy schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- Members of **your** family who live with **you** permanently.

Cover

We will insure **you** for any **costs and expenses** incurred in respect of **legal proceedings** following an **insured incident** provided that:

- a) the **insured incident** occurs within the **territorial limits** and **period of insurance**
- b) any **legal proceedings** will be conducted within the **territorial limits**
- c) **prospects of success** exist for the duration of the claim
- d) the maximum amount **we** will pay for **costs and expenses** in respect of any or all claims arising from one cause is £50,000
- e) **you** report an **insured incident** to **us** as soon as possible. If **you** fail to do this it may result in **your prospects of success** being reduced.

For Legal Expenses claims call:

0800 121 4075

Legal Expenses

What is covered

1. Personal Injury
 - a) An event which causes death or bodily injury to **you**.
 - b) Physical damage to **your** personal belongings due to an event which caused death or bodily injury to **you**.
2. **Medical treatment** which causes death or bodily injury to **you**.
3. Consumer disputes
 - a) A dispute regarding an agreement for the sale, purchase, or hire of any goods, or services by **you** in a personal capacity.
 - b) A breach of **your** rights under Section 13 of the Data Protection Act 1998.
4. Property Disputes
 - a) A dispute relating to:
 - the interference of **your** use, enjoyment or right over **your home**
 - physical damage to **your home**.
 - b) A dispute regarding an agreement for the sale or purchase of **your** main private residence.
 - c) A dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your home**.
5. Employment disputes.
 - a) A dispute with **your** employer regarding **your** contract of employment or a breach of **your** legal rights under employment laws.
 - b) Checking and advising on the terms of a settlement agreement.
6. Tax Disputes. A **full enquiry** carried out by HM Revenue and Customs following the submission of **your** personal self-assessment tax return. **We** will negotiate with HM Revenue and Customs on **your** behalf and represent **you** in any appeal proceedings in the event that agreement is not reached by negotiation.
7. Motor Prosecution. Defend a motoring prosecution as long as the offence occurred within the **period of insurance**.
8. School Admissions Disputes. An appeal against the decision of a Local Education Authority (LEA), academy or free school, arising out of their failure to conform to the School Admissions Code, or their published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice.

What is not covered

- Personal Injury/any claim relating to:
 - a) a motor vehicle while **you** are driving
 - b) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- Consumer disputes – any claim:
 - a) where the amount in dispute is less than £125
 - b) relating to a dispute regarding the cover, claims process or settlement under an insurance policy.
- Property Disputes – any claim:
 - a) relating to quarrying, gas extraction or other major land works where the effect is not limited specifically to **your home**
 - b) relating to planning law including town and country planning legislation
 - c) where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made
 - d) relating to rent, service charges, or renewal of the tenancy
 - e) in respect of the defence of a claim other than defending a counter-claim.
- Employment Disputes – any claim:
 - a) relating solely to personal injury
 - b) involving disciplinary investigatory or grievance procedures.
- Tax Disputes – any claim:
 - a) if **you** are self-employed or in a business partnership
 - b) in respect of any claim arising from an investigation by HM Revenue and Customs Special Compliance Office
 - c) for enquiries which are limited to one or more specific aspects of **your** personal self-assessment tax return.
- Motor Prosecution – any claim:
 - a) where **you** were driving a motor vehicle without a valid licence and/or insurance
 - b) involving parking or obstruction offences
 - c) where **you** are being prosecuted for driving while under the influence of drink or non prescribed drugs.
- School Admissions Disputes – any claim:
 - a) Where the appeal relates to an examination or other selection criteria
 - b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to
 - c) Where the child has been suspended, expelled or permanently excluded from another school.

Making a Legal Expenses Claim

We will give **you** confidential advice over the telephone on any personal legal matter under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell **you** what **your** legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a Legal Expenses claim call **us** on 0800 121 4075 and quote 'M&S Home Insurance'.

As soon as **you** are aware of an event, **you** should get legal advice from the Helpline without delay. Please have **your** policy number to hand as this will be requested when **you** call. Prior to the start of court proceedings, unless a conflict of interest arises, this insurance only covers **costs and expenses** incurred by **our** panel solicitors or their agents authorised by **us**.

FSCS

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk.

For Legal Expenses claims call:
0800 121 4075

Legal Expenses

Section exclusions

The cover under this section does not apply to the following:

- If **you** do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if **you** can claim under another policy.
- **Costs and expenses** incurred prior to **our** written acceptance of a claim.
- Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**.
- Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- Any claim deliberately or intentionally caused by **you**.
- Any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children.
- Any claim in respect of libel and slander.
- A dispute with **us** other than as catered for in section conditions 6 and 7 of this section.
- Any claim relating to compulsory purchase or to major works where the effect is not specific to **your home** but is more widespread e.g. work on roads, railways and airports.
- An application for judicial review.
- Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- The amount of **costs and expenses** in excess of **our standard costs and expenses** where **you** have decided to use an **appointed representative** of **your** own choice.
- Any claim relating to new areas of law, test cases or class actions.

- A dispute between **you** and someone related to **you** or who is insured under this policy.
- Any claim where an estimate of the **appointed representative's** costs of acting for **you** is more than the amount in dispute.

Also refer to the general exclusions shown on pages 11 & 12.

Section conditions

The following conditions apply to this section. Also refer to the general conditions shown on page 8, 9 and 10.

1. Claims – your responsibilities.

You report an **insured incident to us** as soon as possible. If **you** fail to do this it may result in **your prospects of success** being reduced.

2. Claims – legal representation.

- a) On acceptance of a claim, if appropriate, **we** will appoint an **appointed representative**.
- b) If court proceedings are issued, there is a conflict of interest or if **we** consider the claim to be complex and requiring a specialist **appointed representative**, **you** are free to choose **your own appointed representative** by sending **us** their name and address.
- c) **We** will appoint that **appointed representative** subject to their acceptance of **our** standard terms of appointment which are available on request.

3. Claims – Our rights and your responsibilities.

- a) **We** will have direct access to the **appointed representative** who will, upon request, provide **us** with any information or opinion on **your** claim.

Legal Expenses

- b) **You** must co-operate fully with **us** and the **appointed representative** and must keep **us** up to date with the progress of the claim.
- c) At **our** request **you** must give the **appointed representative** any instructions that **we** require.
- d) **You** must notify **us** as soon as possible if anyone offers to settle a claim or makes a payment into court.
- e) If **you** do not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further **costs and expenses**.
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.

4. Discontinuance of a claim.

If **you**:

- a) settle a claim or withdraw a claim without **our** prior agreement
- b) do not give suitable instructions to the **appointed representative**
- c) dismiss an **appointed representative** without **our** prior consent.

Your cover will end immediately and **we** will be entitled to reclaim any **costs and expenses** **we** have incurred from **you**.

5. Recoveries –

You must take every available step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

6. Disputes –

If any difference arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in **our** complaints procedure stated under 'Complaints Procedure'.

7. Arbitration –

You have the right to refer any difference that arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the President of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

Complaints Procedure

We are committed to providing **you** with an exceptional level of service and customer care. **We** do realise that things can sometimes go wrong, when this happens, **we** want to hear about it.

Making your complaint

If it is about **your policy** please call **us** on 0800 121 4070 or write to **us** at:
Head of Customer Relations
M&S Home Insurance
Civic Drive
Ipswich
IP1 2AN

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

If **you** wish to provide written details then please ensure that **you** provide the following details in addition to **your** complaint:

- **your** full name, postcode and contact phone number(s)
- type of **policy** and **your policy** and/or claim number.

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

If your complaint is about Home Emergency Cover then please call 01737 815913 or write to:

The Quality Manager
AXA Assistance UK Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

E-mail: homeemergencycomplaints@axa-assistance.co.uk

If your complaint is about Legal Expenses then please call 01206 615000 or write to:

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

Beyond Customer Relations

If **you** have been given a final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that decides on complaints about general insurance. They consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:
Insurance Division
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Contacting the Financial Ombudsman Service will not affect **your** right to take legal action.

Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded and monitored.

Online Dispute Resolution

The European Commission has provided an Online Dispute Resolution Service for logging complaints. The ODR service can be reached through <http://ec.europa.eu/odr>

Contracts (Rights of Third Parties) Act 1999

Unless agreed in writing, no provision of this **policy** gives contractual rights to any party other than the policyholder named in the **policy**. Where such contractual rights are given to a party other than the policyholder, the cancellation or variation of this **policy** shall not require the consent of that party.

The 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 from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone Recording

For **our** joint protection calls may be monitored and/or recorded.

Useful telephone numbers

Should **you** need to contact **us** for any reason please call **us** on one of the numbers listed below:

For queries on or changes to **your policy**

0800 121 4070

For Home Insurance claims

0800 111 4901

For Home Emergency claims

0800 121 4074

For Legal Expenses claims

0800 121 4075

For legal advice

0800 121 4075

Please call 0800 121 4070 if you would like to receive this information in an alternative format such as large print, Braille or audio.

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Home Emergency Cover is underwritten by Inter Partner Assistance SA, registered no. FC008998, with its registered office at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance SA is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA's firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register



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