Home Insurance
Additional Products

MY POLICY NUMBER IS:
Welcome to Sainsbury’s Home Insurance – Additional Products

Thank you for choosing Sainsbury’s Bank. We want to ensure you have home insurance cover that’s clear and easy to understand, and to give you peace of mind when it comes to looking after your home.

Subject to your rights to cancel, the additional products outlined in this booklet will remain in force for the duration of your Sainsbury’s Bank Home Insurance as shown in your Policy Schedule.

The details of your insurance will depend on which cover and options you’ve chosen. Please check your Policy Schedule to see which covers apply to you.

Sainsbury’s Home Insurance and the add-on products detailed in this policy booklet are arranged by Sainsbury’s Bank, acting as an agent of the insurer(s) specified in your Policy Schedule.

The insurer provides your insurance and has agreed to insure you subject to the terms, conditions and exclusions contained in this policy booklet. They cover you for liability, loss or damage that may occur during the period of insurance that you’ve paid or agreed to pay the premium for.

You’ll need to read this Additional Products Policy Booklet along with your Policy Schedule, Statement of Fact, About our Home Insurance document and your Home Insurance Policy Booklet. Together they give you full details of your cover.
OUR PROMISE:

With Home emergency cover we’ll organise emergency repairs.
(see page 17)
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OUR PROMISE:

We’ll arrange your insurance cover and help with any changes you need to make.

(see page 6)
Summary of important information about additional products

Our relationship with you and your insurer

Please note that Sainsbury’s Bank is acting as an agent of the insurer(s), noted in your Policy Schedule.

Our service includes arranging your insurance cover on your behalf with insurers to meet your requirements, and helping you with any changes you need to make. We will also arrange the cancellation of your policy.

We’ve supplied this Agreement and other information to you in English and we’ll continue to communicate with you in English.

We’ve not given you a personal recommendation as to whether this policy is suitable for your specific needs.

This contract of insurance is between you and your insurer. Nobody else has any rights they can enforce under this contract. Sainsbury’s Bank acts to help in the administration and performance of the insurance contract.
What you have to pay for our services

As well as the insurance premium which you have to pay us, we may also charge fees for administering your insurance; these are listed on your About our Home Insurance Services document.

If you make changes to your policy during the period of insurance, we may charge you additional fees and/or an additional premium may be due.

Authorisation

Sainsbury’s Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Sainsbury’s Supermarkets Ltd is an appointed representative of Sainsbury’s Bank plc.

Our FCA registered number is 184514. You can check our registration on the FCA’s register by visiting their website www.fca.org.uk/register or by contacting them on: 0800 111 6768.
Section 1: Provided by AXA Assistance and Arc Legal Assistance

Status

Sainsbury’s Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 184514) and the Prudential Regulation Authority. Sainsbury’s Supermarkets Ltd is an appointed representative of Sainsbury’s Bank plc.

Section 1 of this policy booklet gives information about Key cover, Home emergency cover and Family legal protection. AXA Assistance (UK) Ltd provides the services for Key Cover and Home Emergency Cover.

Family legal protection is managed by Arc Legal Assistance Ltd. Arc legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal’s Firm Reference Number is 305958.

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. 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 firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

We and you have a choice about which law applies to our relationship with each other and the policy you have entered into. By entering into this policy you agree that your dealings with us before and after you take out your policy (including any non-contractual disputes or claims) and the terms of this policy will be governed by Scots law if your address is in Scotland when the policy is concluded, the laws of Northern Ireland if your address is in Northern Ireland when the policy is concluded, otherwise all dealings with us and the terms of this policy will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on your address at the time this policy is concluded) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with it.
OUR PROMISE:

Key cover - we’ll help by arranging key or lock repair or replacement.

(See page 12-16)
What words mean

The following defined words will carry the same meaning wherever they are shown in bold throughout section 1 of this booklet. The terms we, us, our, you and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

<table>
<thead>
<tr>
<th>Period of cover</th>
<th>The duration this cover applies for, as stated on your Policy Schedule.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Territorial limits</td>
<td>United Kingdom, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</td>
</tr>
<tr>
<td>Insurer/We/us/our</td>
<td>Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR and/or its service provider AXA Assistance (UK) Ltd, of the same address. For family legal protection, we/us/our refers to Inter Partner Assistance SA and/or Arc Legal Assistance.</td>
</tr>
<tr>
<td>You/Your/Yourself</td>
<td>The person(s) named as insured in your Policy Schedule.</td>
</tr>
<tr>
<td>Excess(es)</td>
<td>The excess is the amount you must pay towards any claim; this can include both compulsory and voluntary excesses in which case the insurer will add them together.</td>
</tr>
<tr>
<td>Start Date</td>
<td>The date your cover starts under this policy shown in your Policy Schedule.</td>
</tr>
<tr>
<td>Policy Schedule</td>
<td>The latest Policy Schedule the insurer has issued to you. This gives details of the period of insurance, the sections of the policy wording that apply, the premium, your home which is insured and details of any excesses and endorsements.</td>
</tr>
<tr>
<td>Statement of Fact</td>
<td>The form that shows the information that you gave us, including information given on your behalf and verbal information you gave prior to commencement of the policy.</td>
</tr>
<tr>
<td>Policy</td>
<td>The documents consisting of this wording, endorsements, the About our Home Insurance Service, the Statement of Fact and the Policy Schedule identified by the same policy number.</td>
</tr>
<tr>
<td>Policy Limit</td>
<td>The total amount payable in respect of each insured event (unless otherwise stated) and in total for all insured events in any one year.</td>
</tr>
<tr>
<td>Period of Insurance</td>
<td>The length of time for which the insurer will insure you. This is shown in the Policy Schedule.</td>
</tr>
<tr>
<td>Policyholder</td>
<td>The first person named on the Policy Schedule.</td>
</tr>
<tr>
<td>Fob</td>
<td>The numbered identification tag/s issued to you when you buy a Key Protection product.</td>
</tr>
<tr>
<td>Key</td>
<td>Your vehicle, home and office keys and keycards which are attached to a fob.</td>
</tr>
<tr>
<td>Locks</td>
<td>The locks associated with the keys.</td>
</tr>
<tr>
<td>Home</td>
<td>Your main and permanent place of residence in the United Kingdom, comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only, excluding any garage (unless attached with direct access to your permanent place of residence), garden and/or outbuildings surrounding or next to your home.</td>
</tr>
<tr>
<td>United Kingdom/UK</td>
<td>Means England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.</td>
</tr>
<tr>
<td>Authorised Contractor</td>
<td>A tradesperson authorised by us to assess your claim, and carry out repairs in your home under this policy and under our delegated authority.</td>
</tr>
<tr>
<td>Emergency</td>
<td>A sudden and unforeseen incident in your home which immediately: exposes you or a third party to a risk to health; or Creates a risk of loss or damage to your home and/or any of your belongings; or Makes your home uninhabitable.</td>
</tr>
<tr>
<td>-----------------</td>
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</tr>
<tr>
<td>Emergency Repairs</td>
<td>Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.</td>
</tr>
<tr>
<td>Reimbursement Basis</td>
<td>Subject to our prior agreement and on receipt of the engineer/installer/supplier/authorised contractor’s fully itemised invoice, we will pay you a contribution to a repair which you will arrange yourself. This will be in full and final settlement of your claim.</td>
</tr>
<tr>
<td>Trace and Access</td>
<td>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.</td>
</tr>
<tr>
<td>Permanent repair</td>
<td>Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.</td>
</tr>
<tr>
<td>Temporary Repair</td>
<td>Repairs and/or work immediately required to stop further damage being caused by the emergency. You will need to replace this with a permanent repair.</td>
</tr>
<tr>
<td>Insured Event/Incident</td>
<td>The incident or the first of a series of incidents which may lead to a claim under this insurance.</td>
</tr>
<tr>
<td>Adviser</td>
<td>Our specialist panel solicitors or accountants or their agents appointed by Us to act for You, or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You.</td>
</tr>
<tr>
<td>Advisers’ Costs</td>
<td>Legal or accountancy fees and disbursements incurred by the Adviser.</td>
</tr>
<tr>
<td>Adverse Costs</td>
<td>Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.</td>
</tr>
<tr>
<td>Conditional Fee Agreement</td>
<td>An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.</td>
</tr>
<tr>
<td>Costs</td>
<td>Standard Advisers’ Costs and Adverse Costs.</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.</td>
</tr>
<tr>
<td>Contract of Employment</td>
<td>A contract of service, whether express or implied, and (if it is express) whether oral or in writing.</td>
</tr>
<tr>
<td>Disclosure Breach</td>
<td>Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.</td>
</tr>
<tr>
<td>Employee</td>
<td>An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment.</td>
</tr>
<tr>
<td>HM Revenue and Customs Full Enquiry</td>
<td>An extensive examination by HM Revenue and Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.</td>
</tr>
<tr>
<td>Legal Action(s)</td>
<td>The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance; or The defence of criminal prosecutions to do with your employment, or your vehicle’s identity.</td>
</tr>
<tr>
<td>Legal Helpline</td>
<td>The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.</td>
</tr>
<tr>
<td>Maximum Amount Payable</td>
<td>The maximum payable in respect of an Insured Incident is £100,000.</td>
</tr>
<tr>
<td>Standard Advisers’ Costs</td>
<td>The level of Advisers’ Costs that would normally be incurred in using a specialist panel solicitor or their agents.</td>
</tr>
</tbody>
</table>
Key Cover

Your policy cover

We’ll provide you with help by arranging **key** or **lock** repair or replacement, or onward transportation as appropriate.

<table>
<thead>
<tr>
<th>Significant features and benefits</th>
<th>Significant or unusual exclusions or limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>The <strong>cost of lock</strong> and <strong>key</strong> replacement and onward transportation in the event of lost or</td>
<td>Any <strong>keys</strong> not attached to the <strong>fob</strong>. (Conditions 1)</td>
</tr>
<tr>
<td>stolen or damaged vehicle (including reprogramming of alarms and immobilisers), <strong>home</strong> or office</td>
<td></td>
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<tr>
<td>(including security safe) <strong>keys</strong> up to the <strong>policy</strong> limit.</td>
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<td></td>
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<tr>
<td>The cost of gaining access in the event that your <strong>keys</strong> are locked in or broken in the <strong>lock</strong></td>
<td>Any claim for theft of <strong>keys</strong> which is not reported to the police and a crime reference number obtained.</td>
</tr>
<tr>
<td>of your vehicle, <strong>home</strong> or office and if necessary provide reimbursement for a replacement <strong>key</strong></td>
<td>(Conditions 2)</td>
</tr>
<tr>
<td>or <strong>lock</strong> up to the <strong>policy</strong> limit.</td>
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<td></td>
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</tr>
<tr>
<td>Up to £75 (inc VAT) per day for up to 3 days for car hire if you are stranded away from home due to</td>
<td>Any claims for public transport or taxi fares with no valid receipts or tickets. (Exclusions or</td>
</tr>
<tr>
<td>theft or loss of your car <strong>keys</strong> or alternatively reasonable public transport or taxi fares.</td>
<td>Limitations 3)</td>
</tr>
<tr>
<td></td>
<td>Any car hire not arranged via AXA Assistance. (Exclusions or Limitations 4)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>24 hour 365 days a year Emergency Helpline.</td>
<td></td>
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</tbody>
</table>
• Providing assistance is a service only and does not pre-qualify your claim for reimbursement of costs.

• Please note that you’ll be responsible for all costs in the first instance and the claims administrator will reimburse these costs once your claim has been validated.

• Reimbursement is subject to you providing the original invoice(s), receipt(s), any relevant crime reference number and complying with all other terms and conditions of this insurance.

• All costs outside the terms of this policy must be met and paid for by you.

**How to make a claim**

Our claims service is available 24/7.

To make a claim call AXA Assistance (UK) Ltd on: **01737 334 254** quoting your **fob** reference number and assistance will be arranged for you.

• Please read the Features and Benefits, Claims Conditions and Exclusions or Limitations sections to make sure the incident is covered under the terms of this policy.

• Please note all stolen **keys** must be reported to the police and a crime reference number obtained.

For validation of your claim and reimbursement of costs incurred please forward the original invoice(s), receipt(s) and the relevant crime reference number to the claims administrators at:

Specialist Claims, PO Box 1192, Doncaster DN1 9PU.

If you have any queries, or for further information, please telephone the key helpline on: **01737 334 254**.
Features and Benefits

This policy provides you with £1,500 (inc VAT) worth of insurance cover in the event that any keys attached to the fob provided are lost, stolen or damaged within the territorial limits.

The benefits are as follows:

- If your keys are stolen, damaged or lost anywhere in the UK, you must report this to the claims administrator who will arrange for a suitable contractor to attend the scene. All claims for theft must be reported to the police and a crime reference number obtained. Upon validation of your claim the claims administrator will reimburse you for the cost of your key or lock replacement up to the policy limit.

- If your keys are found the claims administrator will contact you to discuss the appropriate action.

- Once you and your keys have been reunited a reward of £10 will be paid directly to the finder.

- Broken or locked in keys – If your keys are locked in your vehicle, home or office or broken in any lock denying you access to your property, you must report this event to the claims administrator who will arrange for a suitable contractor to attend the scene. Upon validation of your claim the claims administrator will reimburse you for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the policy limit.

- Stranded – If you’re stranded more than 5 miles from home by theft, loss or damage of your keys and have no access to your vehicle the claims administrator will pay £75 per day inc VAT for car hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. The claims administrator must be notified of the circumstances first and any car hire must be arranged through them.

- 24 hour 365 days a year Emergency Helpline.

- There is no excess payable.

- You can make a claim on this policy without affecting your ‘No Claims Bonus’ on your other insurance policies.
Conditions

1. All **keys** must be attached to the **fob** provided.
2. The police must be notified of all stolen **keys** and a crime reference number obtained.
3. All costs for any services rendered must be met by you and you must forward the original detailed invoice(s), receipt(s) and crime reference number to the claims administrators as soon as possible. Providing your claim is within the terms of this **policy** the claims administrator will validate your claim and reimburse your outlay up to the **policy** limits.
4. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train unless you are physically unable to use public transport. For short journeys up to 15 miles, a taxi would be acceptable.
5. All receipts and tickets must be retained; valid receipts will be required to enable reimbursement.
6. You must take care to avoid anything which may result in a claim under this **policy**.
Exclusions or Limitations

The insurer won’t provide cover in respect of:

1. Any keys not attached to the fob;
2. Any claim for theft of keys which is not reported to the police and a crime reference number obtained;
3. Any claims for public transport or taxi fares with no valid receipts or tickets;
4. Any car hire not arranged via the claims administrator;
5. Any claim for replacing locks when only parts need changing;
6. Any claim for damage to locks or keys by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually;
7. Any claim for additional or duplicate keys;
8. Any claim for loss or damage caused by any act of war, invasion or revolution;
9. Locks that are damaged prior to the loss or theft of keys;
10. Replacement locks or keys of a higher standard or specification than those replaced;
11. Charges or costs incurred where the claims administrator arranges for the attendance of a contractor at a particular location and you fail to attend;
12. Charges or costs incurred where you make alternative arrangements with a third party once the claims administrator has arranged for a contractor to attend a particular location unless otherwise agreed by the claims administrator.
13. We won’t provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
Home Emergency Cover

Your policy gives help in the event of certain home emergencies, which impact the safety and security of your home, potentially rendering it uninhabitable.

This policy is suitable for someone who wishes to cover an emergency caused by specified events when they don’t already have relevant insurance cover. It is not designed to replace your buildings and contents insurance and won’t give help for normal day-to-day home maintenance.

This policy gives help in the event of the emergencies outlined in the tables set out on pages 20-24 of this booklet. Please call us as soon as you are aware of the emergency.

How to make a claim

Please call us as soon as you are aware of the emergency. Claims under this policy can only be made by:

• You or your immediate family;
• Anyone authorised to call on your behalf.

You may not claim under a new policy for the first 14 days unless you are renewing an existing policy.

Are you having one of the following emergencies?

• Plumbing and drainage;
• Failure of internal electrics;
• Security (i.e. glazing and locks);
• Pests;
• Gas/electricity supply;
• Boiler and heating system.

If so, to obtain help, contact the 24 hour Emergency Helpline on: 01737 334 254.

Please have as much information as possible to hand including your policy number, to enable us to help you as quickly as possible.
What will happen next

If you suffer an emergency at your home, you should contact us on the emergency telephone number. We will then:

• Advise you how to protect yourself and your home immediately;
• Validate your policy and arrange for one of our authorised contractors to get in touch with you to make an appointment or agree to settle your claim on a reimbursement basis;
• We, along with our authorised contractors under our delegated authority, will then manage your claim from that point onwards and keep you updated throughout your claim journey;
• We’ll organise and pay up to £1000 per claim in VAT for call out, labour parts and materials needed to carry out an emergency repair;
• In the event of your home becoming uninhabitable and remaining so because of a covered event, we will contribute up to £250 inc VAT towards the cost of your (including your pets) alternative accommodation including transport, on a reimbursement basis;
• We would always recommend that you arrange for 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.

If the emergency repair costs more than £1,000:

• We will require you to contribute the difference or subject to our prior agreement.

We would pay you up to £1,000 inc. VAT as a contribution to a repair which you will arrange yourself, taking account of costs already reasonably incurred by our authorised contractor, for the initial visit. This will be in full and final settlement of your claim.
When we make a repair we will leave your **home** safe and habitable but we won’t be responsible for reinstating it to its original condition, although you may find that this is covered under your buildings insurance.

In some circumstances we may find it difficult to deploy an **authorised contractor** to attend your **home** or deal with your emergency within a reasonable timescale. Examples of such circumstances are:

- Excessive demand;
- Bad weather;
- Industrial action;
- Parts availability;
- Availability of a specialist.

In these circumstances, you may, with our prior agreement, arrange for your own contractor to resolve your emergency and we will refund the cost of your contractor up to £1,000 inc VAT.

Please provide a fully itemised invoice or receipt from your own contractor to support your claim for reimbursement.

We’ll only reimburse the cost of the **emergency repair** applicable under the **policy** and providing that our prior consent was obtained.
Other insurance

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we’ll only pay our share of the claim.

Your policy cover

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>We’ll only pay for the emergency repair. We’ll not pay for any damage caused by the emergency. The emergencies listed below are covered under this policy:</td>
<td>There are conditions and exclusions, listed below, which limit the type and value of emergency repairs you can claim for. Please read them carefully to make sure this cover meets your needs. We don’t want you to discover after an emergency has occurred that it’s not covered under the policy. The following incidents are NOT covered under this policy:</td>
</tr>
</tbody>
</table>

### Plumbing

An emergency relating to:
The internal hot and cold water pipes between the main internal stopcock and the internal taps;
The cold water storage tank;
Flushing mechanism of a toilet.
A leak from:
Your toilet;
Pipes leading to and from the shower or bath;
Internal section of the overflow pipe;
Central heating water pipes.

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 and washing machines;
Septic tanks, swimming pools and hot tubs;
Repair to, or replacement of, all pipe work outside the home;
Dealing with temporarily frozen pipes;
Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.
## Drainage

An **emergency** relating to the blockage of, or damage to, the waste pipes causing a blockage or a waste water leak.

Below is a list of emergencies that you would be covered for:

- Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;
- Blocked bath, toilets or external drainage.
- You’ll still be covered if you do have another working toilet or bathing facility;
- Blocked or leaking soil vent pipes, provided you’re solely responsible for this.

| Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home); |
| Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes; |
| Regularly cleaning your drains and any descaling of your drains; |
| Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain; |
| Repairing or unblocking drains which are used for commercial purposes; |
| Making access to drain systems, points of entry (such as manhole covers) if these have been built over; |
| Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil; |
| Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as **Trace and Access**. |

## Failure of internal electrics

Failure of your electrics rendering your **home** uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.

| Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs; |
| Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **home**. |
Windows

- Broken and cracked windows which result in the **home** not being secure.
- We will undertake an **emergency repair** using boarding or similar material to resolve the immediate security risk.

### Keys and locks

- Gaining access to, or securing your **home** through, an external door where you have no alternative due to:
  - Lost or damaged **keys**;
  - Stolen **keys**;
  - Failure of the external locking mechanism to the door;
  - Damage to **locks** on external doors or windows caused by vandalism, theft or attempted theft where you’re unable to secure your **home**;
  - Replacement of a single set of keys (if this is the only alternative to resolve the **emergency**).

Pests

- Removal of rats, mice, wasps and hornets, where evidence of infestation in your **home** has been found.

### Internal gas pipe

- 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.

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

<table>
<thead>
<tr>
<th>Security</th>
<th></th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Windows</strong></td>
<td><strong>Windows, keys and locks</strong></td>
<td><strong>Windows, keys and locks</strong></td>
</tr>
<tr>
<td>Broken and cracked windows which result in the <strong>home</strong> not being secure.</td>
<td>Fences, outbuildings and detached garages: damage to windows, doors or locks; Double glazing where one pane is broken but the other is intact and the <strong>home</strong> is therefore secure.</td>
<td></td>
</tr>
<tr>
<td>We will undertake an <strong>emergency repair</strong> using boarding or similar material to resolve the immediate security risk.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Keys and locks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gaining access to, or securing your <strong>home</strong> through, an external door where you have no alternative due to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lost or damaged <strong>keys</strong>;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stolen <strong>keys</strong>;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure of the external locking mechanism to the door;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Damage to <strong>locks</strong> on external doors or windows caused by vandalism, theft or attempted theft where you’re unable to secure your <strong>home</strong>;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement of a single set of keys (if this is the only alternative to resolve the <strong>emergency</strong>).</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pests</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removal of rats, mice, wasps and hornets, where evidence of infestation in your <strong>home</strong> has been found.</td>
<td>Pests found outside your <strong>home</strong>, such as in detached garages and outbuildings.</td>
<td></td>
</tr>
<tr>
<td><strong>Internal gas pipe</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A leak from the internal gas supply pipe in your <strong>home</strong> 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.</td>
<td>Restoration of gas supply is not included. Please contact your Utility Company who will be able to arrange this for you; Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection; Damage resulting from gaining necessary access to the <strong>emergency</strong> or reinstating the fabric of your <strong>home</strong>. Otherwise known as <strong>Trace and Access</strong>.</td>
<td></td>
</tr>
</tbody>
</table>
Boiler and heating system

<table>
<thead>
<tr>
<th>Complete failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will also cover you for:</td>
</tr>
<tr>
<td>A loss of water pressure within a boiler due to a fault;</td>
</tr>
<tr>
<td>A water leak from the boiler/heating system.</td>
</tr>
<tr>
<td>Included:</td>
</tr>
<tr>
<td>Domestic gas boiler within your home, the output of which does not exceed 60 kW. 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;</td>
</tr>
<tr>
<td>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, may be settled on a reimbursement basis if an authorised contractor is not available at the time in your local area.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial boilers or heating systems with an output of over 60 kW;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any heating system which isn’t wholly situated within your home or is shared with neighbouring dwellings;</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;</td>
</tr>
<tr>
<td>Thermostatic valves;</td>
</tr>
<tr>
<td>Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;</td>
</tr>
<tr>
<td>Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;</td>
</tr>
<tr>
<td>Any costs for the repair of your heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;</td>
</tr>
<tr>
<td>Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor;</td>
</tr>
<tr>
<td>Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system;</td>
</tr>
<tr>
<td>Any repair or replacement of under floor heating systems, warm air units, solar, air or ground source heat pumps.</td>
</tr>
</tbody>
</table>
Boiler and heating system – Beyond economical repair

| If in the opinion of our **authorised contractor**, we are unable to repair your boiler/hot water system, we will pay you £500 towards buying a replacement boiler or heating system. This can be claimed on a **reimbursement basis** within 90 days of our attendance at your **home**; If we are unable to repair your boiler/hot water system and you choose not to replace it, cover under this section will no longer apply. | Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water, e.g. if you reside in a hard water area (as per the local water authority); Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders; Repair to, or replacement of, gas appliances such as cookers; Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers’ instructions; Repair or replacement of the flue due to wear and tear; Any adaptations made to the property which don’t comply with the regulations applicable at the time. |

Temporary heating

| If you have no heating and a part needs to be ordered following the engineer’s first visit, or if we’re unable to repair the boiler/heating system, you have the option to buy heaters up to a value of £50 inc VAT on a **reimbursement basis**. Alternatively we can deliver two temporary heaters to your **home**. These heaters are yours to keep. |  |
Recovering claims costs

- If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make.
- Anyone making a claim under this policy must give us any help and information that we need.

Parts availability

- Availability of parts is an important factor in providing emergency repairs. If our engineer does not carry the spare parts needed on the day of your appointment, we’ll do all we reasonably can to find and install parts from our approved suppliers. We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.
- We may not replace parts on a like-for-like basis but will provide an alternative suitable for containing the emergency. However, there may be times when replacement parts are delayed because of circumstances beyond our control.
- In these cases we’ll not be able to avoid delays in repair; we’ll keep you informed throughout your claim.
- There may also be occasions where parts are no longer available. In these situations we’ll make sure your home is safe and, if required, we’ll arrange for you to receive a quotation for a suitable replacement item at your cost.
Exclusions and Limitations

We won’t cover the following:

• A repair if you are aggressive towards our authorised contractors or staff or impede or prevent access to your home at reasonable times to complete the repair;

• Loss or damage arising from emergencies which were known to you before the start date of this policy;

• Any loss where you did not contact us to arrange repairs;

• Disconnection or failure of mains services by a utility company or any equipment or services which are the responsibility of the utility company;

• Any emergency in a home that has been unoccupied for more than 30 consecutive days;

• Any defect, damage or failure caused by:
  - modification or attempted repair to all or any part of your property by you or your own contractor which results in damage to that or another part of your property;
  - failure to comply with recognised industry standards;
  - your or your contractor’s malicious or wilful action, misuse or negligence;

• Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;

• Any loss or damage arising from structural problems as a result of any form of subsidence, landslip, heave, bedding down of new structures, demolition, alterations to your home or the use of defective products;

• Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
• This insurance doesn’t cover normal day-to-day maintenance at your home that you should carry out. Nor does it pay for replacing items that wear out over a period of time, or replacement of parts on a like-for-like basis where the replacement is necessary to resolve the immediate emergency;

• If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;

• No costs for repairs, parts or services are payable under this insurance unless we have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;

• Cost of Trace and Access to locate the source of the emergency;

• Any boiler inspections or any other emergency repairs where asbestos may be disturbed;

• The removal of asbestos;

• Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home (otherwise known as Trace and Access);

• When we make a repair we’ll leave your home safe and habitable but we’ll not be responsible for reinstating it to its original condition;

• Where health and safety regulations or a risk assessment that has been carried out prevent our authorised contractors being able to attend to the emergency or carry out work in your home;

• We won’t provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
Family Legal Protection

Family Legal Protection provides:

24/7 Legal Advice Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone: 0333 234 2131.

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

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the Insurer in connection with the Legal Action.

Insurance for legal costs for certain types of disputes

As soon as you have a legal problem that you may require help with under this insurance you should telephone the Legal Helpline on: 0333 234 2131.

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Specialist lawyers are at hand to help you.

If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete and submit a claim form online. Alternatively they will send a claim form to you.

If your problem is not covered under this insurance (see Covers below), the helpline may be able to offer you assistance under a private funding arrangement.
Terms of cover

This Family Legal Protection insurance is managed and provided by Arc Legal Assistance Ltd. It is underwritten by Inter Partner Assistance SA, on whose behalf we (Axa Assistance) act.

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives’ fees unless it’s necessary to start court proceedings or a Conflict of Interest arises. Where it’s necessary to start court proceedings or a Conflict of Interest arises and you want to use a legal representative of your own choice, you’ll be responsible for any Advisers’ Costs in excess of our Standard Advisers’ Costs.

The insurance covers Costs as detailed under the separate sections of cover, less any Excess up to the Maximum Amount Payable (£100,000) where:

• The Insured Incident takes place in the Insured Period and within the Territorial Limits;
• The Legal Action takes place within the Territorial Limits.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the Insurer in connection with the Legal Action.

If your claim is covered under a section of this policy and no exclusions apply then it is vital that you comply with the conditions of this policy in order for your claim to proceed. The conditions applicable to this section are contained under the ‘General Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

**Prospects of Success**

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves your interests. The assessment of your claim and the prospects of its success will be carried out by an independent Adviser. If the
Adviser determines that there is not more than a 50% chance of success then we may decline or discontinue support for your case.

**Proportional Costs**

An estimate of the Costs to deal with your claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of your case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then we may decline or discontinue support for your case.

**Duty of Disclosure**

If this policy covers you as a private individual, unrelated to any trade, business or profession, you must take reasonable care to disclose correct information. The extent of the information you are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions you are asked when you took out this insurance.
Covers

Below are the covers included as part of Family legal protection:

Consumer Pursuit

**What is insured:**

**Costs** to pursue a Legal Action following a breach of a contract you have for buying or renting goods or services for your private use. The contract must have been made after you first bought this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

**What is not insured:**

**Claims**

- Where the amount in dispute is below £250 plus VAT
- Where the breach of contract occurred before you purchased this insurance
- Involving a vehicle owned by you or which you are legally responsible for
- Arising from a dispute with any government, public or local authority
- Arising from the purchase or sale of your main home
- Relating to a lease tenancy or licence to use property or land
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for your use
Consumer Defence

**What is insured:**

**Costs** to defend a **Legal Action** brought against you following a breach of a contract you have for selling your own personal goods. The contract must have been made after you first bought this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

**What is not insured:**

**Claims**

• Where the amount in dispute is below £250 plus VAT
• Where the breach of contract occurred before you bought this insurance
• Involving a vehicle owned by you or which you are legally responsible for
• Arising from a dispute with any government, public or local authority
• Arising from the sale or purchase of your main home
• Relating to a lease tenancy or licence to use property or land

Personal Injury

**What is insured:**

**Costs** to pursue a **Legal Action** following an accident resulting in your personal injury or death against the person or organisation directly responsible.

**What is not insured:**

**Claims**

• Arising from medical or clinical treatment, advice, assistance or care
• For stress, psychological or emotional injury unless it arises from you suffering physical injury
• For illness, personal injury or death caused gradually and not caused by a specific sudden event
• Involving a vehicle owned or driven by you

If the **Legal Action** is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if you fail to recover the damages that you are claiming in the **Legal Action** in full or in part. If the damages you are claiming are below the small claims track limit, **Advisers’ Costs** won’t be covered but you can access the **Legal Helpline** for advice on how to take your case further.
Clinical Negligence

What is insured:

Costs to pursue a Legal Action for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in your personal injury or death against the person or organisation directly responsible.

What is not insured:

Claims

• Arising from the failure or delay to correctly diagnose your condition
• Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures
• For stress, psychological or emotional injury unless it arises from you suffering physical injury
• For illness, personal injury or death caused gradually and not caused by a specific identified act of surgery, clinical or medical procedure

Employment Disputes

What is insured:

Standard Advisers’ Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an Employee of:

• Your Contract of Employment; or
• Legal rights under employment laws.

What is not insured:

Claims

• Where the breach occurred within the first 90 days after you first bought this insurance unless you have held equivalent cover with us or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
• For a dispute with an employer or ex-employer unless it’s pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
• For Standard Advisers’ Costs of any disciplinary, investigatory or grievance procedure connected with your Contract of Employment or the costs associated with any settlement agreement
• Where the breach is alleged to have started or to have continued after termination of your employment
• For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
Property Infringement

**What is insured:**

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.

**What is not insured:**

**Claims**

- Where the nuisance or trespass started within the first 180 days after you first bought this insurance unless you have held equivalent cover with us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started

- In respect of works undertaken or to be undertaken by or under the order of directly or indirectly arising from constructing buildings or altering their structure for your use

- Directly or indirectly arising from:
  - Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - Land slip meaning downward movement of sloping ground
  - Mining or quarrying any government or public or local authority
  - For adverse possession
  - In respect of a contract you have entered into
  - Directly or indirectly arising from planning law
  - Directly or indirectly arising from constructing buildings or altering their structure for your use
  - Directly or indirectly arising from:
    - Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
    - Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
    - Land slip meaning downward movement of sloping ground
    - Mining or quarrying
Property Damage

**What is insured:**

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to your main **home**. The damage must have been caused after you first bought this insurance.

**What is not insured:**

**Claims**
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- In respect of a contract you have entered into
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for your use
- Directly or indirectly arising from:
  - Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - Landslip meaning downward movement of sloping ground
  - Mining or quarrying

**Tax**

**What is insured:**

**Standard Advisers’ Costs** incurred by an Accountant if you are subject to an **HM Revenue and Customs Full Enquiry** into your personal Income Tax position.

This cover applies only if you have:
- Maintained proper, complete, truthful and up-to-date records
- Made all returns at the due time without having to pay any penalty
- Provided all information that HM Revenue and Customs reasonably requires

**What is not insured:**

**Claims** where:
- Deliberate misstatements or omissions have been made to the authorities
- Income has been under-declared because of false representations or statements by you
- You are subject to an allegation of fraud
- For **Standard Advisers’ Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- For enquiries into aspects of your Tax Return (Aspect Enquiries)
- Where the amount in dispute is below £250 including VAT
OUR PROMISE:

Family legal protection - this helpline service is available 24/7 to discuss any legal problems.

(see page 28)
**Legal Defence**

**What is insured:**

- **Costs** in a **Legal Action** to defend your legal rights in the following circumstances arising out of your work as an **Employee**:
  - Prior to being charged when dealing with the police or Health and Safety Executive or others with the power to prosecute
  - In a prosecution brought against you in a court of criminal jurisdiction
  - In a civil action brought against you for compensation under Section 13 of the Data Protection Act 1998
  - In civil proceedings brought against you under legislation for unlawful discrimination

- **Costs** in a **Legal Action** to defend your legal rights arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body

**What is not insured:**

**Claims**

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where you have been advised by a medical professional not to drive.

- For **Costs** where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

- For parking offences which cannot lead to penalty points on your licence

- Following an allegation of violence or dishonesty

- For **Standard Advisers’ Costs** incurred in excess of any **costs** you are able to recover under a Defendants Costs Order
General Exclusions

There is no cover where:

You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.

An estimate of Advisers’ Costs of acting for you is more than the amount in dispute.

Advisers’ Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.

Your insurers repudiate the insurance policy or refuse indemnity.

There is no cover for:

• Claims over loss or damage where that loss or damage is insured under any other insurance.
• Claims made by or against your insurance adviser, the Insurer, the Adviser or us.
• Any claim you make which is false or fraudulent or exaggerated.
• Defending Legal Actions arising from anything you did deliberately or recklessly.
• Costs if your claim is part of a class action or will be affected by or will affect the outcome of other claims.

There is no cover for any claim directly or indirectly arising from:

• A dispute between you and someone you live with or have lived with.
• Your business, trade or profession other than as an Employee.
• An application for a judicial review.
• Defending or pursuing new areas of law or test cases.
Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

General conditions

Claims

You must notify claims as soon as reasonably possible once you become aware of the incident and within no more than 180 days of you becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced.

We may investigate the claim and take over and conduct the legal proceedings in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the legal proceedings.

You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. Where it’s necessary to start court proceedings or a Conflict of Interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any Advisers’ Costs in excess of our Standard Advisers’ Costs. The Adviser must represent you in accordance with our standard conditions of appointment available on request.
The **Adviser** will:

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained.
- Keep us fully advised of all developments and provide such information as we may require.
- Keep us advised of **Advisers’ Costs** incurred.
- Advise us of any offers to settle and payments into court. If against our advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless we agree in our absolute discretion to allow the case to proceed.
- Submit bills for assessment or certification by the appropriate body if requested by us.
- Attempt recovery of costs from third parties.

In the event of a dispute arising as to **Advisers’ Costs** we may require you to change **Adviser**.

The **Insurer** shall only be liable for **Advisers’ Costs** for work expressly authorised by us in writing and undertaken while there are prospects of success.

You shall supply all information requested by the **Adviser** and us.

You are responsible for all legal **costs** and expenses including **adverse costs** if you withdraw from the legal proceedings without our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by you.

You must instruct the **Adviser** to provide us with all information that we ask for and report to us as we direct at their own cost.
OUR PROMISE:

We’ll review our insurance products on a regular basis to ensure you’re getting value for money.
Prospects of success

At any time we may, but only when supported by independent legal advice, form the view that you don’t have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake.
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves your interests.

Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we’ll only pay our share of the claim even if the other insurer refuses the claim.

Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

We’ll not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Disclosure Breach

If you fail to disclose relevant information or you disclose false information in relation to this policy, we, or the broker, may:

a) Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known

c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known

d) Proportionately reduce the amount you are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

**Fraud**

In the event of fraud, we:

a) Will not be liable to pay the fraudulent claim

b) May recover any sums paid to you in respect of the fraudulent claim

c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to us

d) Will no longer be liable to you in any regard after the fraudulent act.
OUR PROMISE:

You have the right to cancel your policy at any time.

(See page 47)
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 or by contacting the Financial Conduct Authority on: 0800 111 6768.

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 or by contacting the Financial Conduct Authority on: 0800 111 6768.

IPA address details are:
Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Renewal Terms

As part of Sainsbury’s bank commitment to you, Sainsbury’s Bank will notify you in good time before the end of your policy term that your Home Insurance renewal is due.

Subject to your rights to cancel, the additional products outlined in this booklet will remain in force for the duration of your Sainsbury’s Bank Home insurance as shown in your Policy Schedule.

Sainsbury’s Bank will also review these insurance products on a regular basis so it can continue to deliver value for money and make sure of the best quality. This may from time to time involve changing these products.

Before Sainsbury’s Bank renews your policy, Sainsbury’s Bank may review your past claims history. As a result of this review, Sainsbury’s Bank may not offer you the same type of level of cover at renewal.

Automatic renewal

If Sainsbury’s Bank offers to renew your policy automatically, you give Sainsbury’s Bank permission to do so on the basis of the renewal premium and policy conditions, details of which will be sent to you before the renewal date. If you don’t wish Sainsbury’s Bank to do this, you can call us to let us know before the renewal date.

Before Sainsbury’s Bank renews your Home Insurance Policy (and additional products), Sainsbury’s Bank may review your past claims history. As a result of this review, Sainsbury’s Bank may not offer you the same type of level of cover at renewal.

In a small number of cases, Sainsbury’s Bank won’t automatically renew your policy. You will be informed of this in your notice of renewal, if this is the case. Some of the reasons why your policy may not be automatically renewed include:

• You have previously informed Sainsbury’s Bank that you don’t want to automatically renew your policy.
• The underwriter is unable to provide you cover for another year.
• You’ve an outstanding debt on your current policy.

If you don’t want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact: 0345 266 1660.

Cancellation Terms

Your right to cancel

These cancellation terms apply to each of the products detailed in Sections 1 of this booklet. If you decide that for any reason, this policy does not meet your insurance needs, you have the right to cancel it at any time by contacting Sainsbury’s Bank on: 0345 266 1660.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later, you will be entitled to a full refund of the premium as long as you haven’t made a claim and don’t intend to make a claim on the policy.

If you cancel the policy outside the 14 day period you’ll receive a pro-rata refund of your premium proportionate to the amount of time left to run on the policy. An administration fee, as shown in your Policy Schedule, may apply.

In either circumstance, the effective date of cancellation will be the date that you request the policy to be cancelled or when the cancellation request is received, whichever is the latter.

Please note that Sainsbury’s Bank won’t refund any premium if you’ve made a claim or if one has been made against you during the period of cover.

Cancellation of your Sainsbury’s Bank Home insurance policy will also result in the cancellation of any and all add-on products.
Our right to cancel

Sainsbury’s Bank and your insurer have the right to cancel your policy at any time by giving you 7 days’ notice in writing and are not bound to accept renewal of this insurance, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Where you’re required in accordance with the terms of this policy booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that affects our ability to process your policy, a claim, or ability to defend our interests.
- If we’re prohibited by law from continuing to provide cover or services to you under this policy.
- Where changes to your information renders the risk unacceptable to us.
- If you refuse to allow us reasonable access to your property/vehicle etc in order to provide the services you have requested under this policy or if you fail to co-operate with our representatives.
- You (or someone on your behalf) make or try to make a fraudulent claim under this policy or where you act in a fraudulent way.
- Sainsbury’s Bank or your insurer suspect you of fraud. If your policy is cancelled on the grounds of fraud, cancellation may be immediate and any premium you’ve paid may be kept and not refunded. The police may also be informed of the circumstances.
- You fail to co-operate with our representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.
- If you otherwise cease to comply with the terms and conditions of this policy.

Sainsbury’s Bank will send a cancellation letter and/or email to the latest address/email address we have for you and will set out the reason for cancellation in the letter.

If Sainsbury’s Bank or your insurer exercise our rights to cancel the policy under this section, Sainsbury’s Bank will refund the premium paid proportionate to the remaining period of insurance. Cancellation of your Home insurance policy will also result in the cancellation of this product.

Sainsbury’s Bank won’t refund any premium if you’ve made a claim or if one has been made against you during the period of cover.

Financial Services Compensation Scheme (FSCS)

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.
Complaints and Customer Service

There are two different options to consider when lodging a complaint:

**Product Sales**

If you are not satisfied with the way in which any of these additional products were sold to you, please contact Sainsbury’s Bank in one of the following ways:

Please call the priority number **0800 085 3936**.

If you wish to write, then please use the following web form:

`sainsburysbank.co.uk/contact/contact-getintouch-email`

Or you can address a letter to:

**Freepost Sainsbury’s Bank Insurance**
PO Box 4996
WORTHING
BN11 9AT

**Claims Handling**

If you’re not satisfied with the handling of your claim on any of the additional products featured in this booklet please contact the provider below.

<table>
<thead>
<tr>
<th>Key Cover and Home Emergency Cover:</th>
<th>Family Legal Protection:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inter Partner Assistance</strong></td>
<td><strong>Arc Legal Assistance Ltd</strong></td>
</tr>
<tr>
<td>The Quadrangle</td>
<td>PO Box 8921</td>
</tr>
<tr>
<td>106-118 Station Road</td>
<td>Colchester</td>
</tr>
<tr>
<td>Redhill</td>
<td>CO4 5YD</td>
</tr>
<tr>
<td>Surrey RH1 1PR</td>
<td></td>
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<tr>
<td>Or email:</td>
<td>or email:</td>
</tr>
<tr>
<td><code>quality.assurance@axa-assistance.co.uk</code></td>
<td><code>customerservice@ariclegal.co.uk</code></td>
</tr>
<tr>
<td>If you wish to telephone, please call:</td>
<td>If you wish to telephone, please call:</td>
</tr>
<tr>
<td>Key Cover: <strong>01737 815215</strong></td>
<td><strong>01206 615000</strong></td>
</tr>
<tr>
<td>Home Emergency Cover: <strong>01737 815913</strong></td>
<td></td>
</tr>
</tbody>
</table>
Your insurer and/or Sainsbury’s Bank will attempt to resolve your complaint immediately. If this is not possible, your complaint will be acknowledged within 5 business days of its receipt. In the unlikely event that your complaint has not been resolved within 4 weeks of its receipt, your insurer and/or Sainsbury’s Bank will write and let you know the reasons why and what further action we will take.

If the differences between you and your insurer and/or Sainsbury’s Bank cannot be resolved, a final response letter will be issued. Upon its receipt, you may refer your complaint to the Financial Ombudsman Service which, once contacted, will liaise with your insurer and/or Sainsbury’s Bank on your behalf. The ombudsman will then inform you directly of its decision.

For further details, please see the ombudsman website at: www.financial-ombudsman.org.uk

If you wish to contact the Financial Ombudsman, you can:

Write to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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

Call 0800 023 4567 or 0300 123 9123.

Visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk

If for any reason your complaint falls outside of the jurisdiction of the Financial Ombudsman Service then your insurer and/or Sainsbury’s Bank will still respond to your complaint.

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

Please make sure that you read this notice carefully, as it contains important information about how Sainsbury’s Bank plc or your insurer will use personal data and sensitive personal data which we hold. You should show this Data Protection Notice to anyone covered or proposed to be covered under this policy.

Your personal data

For mutual security, calls are recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the Data Protection Act 1998, the Data Controllers in relation to the personal data you supply are Sainsbury’s Bank plc and the insurer specified on your Policy Schedule.

How we use your personal information

Our main use of your personal information is to provide the specific service you require. We’ll use your information and that of others you name on the policy to give you quotations, and manage your insurance policy, including underwriting and claims handling. Your information comprises all of the details we hold about you and your transactions and includes information we obtain about you from third parties, the J Sainsbury’s Group and the Nectar Programme.

During the course of dealings with you, your insurer and/or Sainsbury’s Bank may need to use your information to:

• assess financial and insurance risks relating to you including through risk assessment modelling and profiling;
• prevent and detect crime including money laundering and financial sanctions;
• comply with our legal and regulatory obligations;
• develop our products, services, systems and relationships with you;
• review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.
This may involve disclosing your personal information to other insurers, third party underwriters, reinsurers, regulators, credit reference agencies and fraud prevention agencies.

If you have one, details relating to your Nectar Card and number of points earned will be passed, via Sainsbury’s Supermarkets Ltd, to Amia Coalition Loyalty UK Limited so that they can administer the Nectar Programme.

We will share your details (other than financial information) with the J Sainsbury’s Group and the Group may use them to contact you by mail, telephone, E-Mail, SMS or otherwise about other products and services that may be of interest to you. If you do not wish to receive this information please contact us to opt out of this service.
How will we use your personal data and who will we share it with?

During the course of our dealings with you we or the insurer may need to use your information to:

- assess financial and insurance risks;
- prevent and detect crime including anti-money laundering and financial sanctions;
- comply with our legal and regulatory obligations;
- develop our products, services, systems and relationships with you;
- record your preferences in respect of products and services;
- recover any debt or if you have any outstanding debt from previous dealings with us we’ll only offer you a policy upon settlement of the full outstanding amount;
- review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- use the information we hold in our system about you and that of others named on the policy (e.g. joint policyholders);
- share the information with agencies that carry out certain activities on our behalf (e.g. marketing agencies or those who help the insurers underwrite your policy);
- disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention regulators and law enforcement agencies and other companies that provide services to us or you.

We don’t disclose your information to anyone except where we:

- have your permission;
- are required or permitted to do so by law;
- may transfer rights and obligations under this agreement.
Transferring your information

Sometimes we or the insurer may require services from suppliers that are located worldwide and your information will be shared with them for the purposes of providing that service. In these circumstances we will always take great care to ensure that these suppliers apply the same levels of protection, security and confidentiality we apply so that your personal information is kept safe and secure. Such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Fraud prevention and anti-money laundering

We have systems which protect our customers and ourselves against fraud and other crime.

In order to prevent and detect fraud, we may at any time:

- share information about you with other organisations including the police;
- conduct searches about you using externally available databases and insurance industry application, policy and claims checking systems;
- undertake credit searches;
- check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is given and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposal and claims for all types of insurance;
- checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies, and how to obtain a copy of your information held by them. The agencies may charge a fee.

**Sensitive information**

The Data Protection Act defines certain information as ‘sensitive’ (racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health, sexual life, criminal proceedings and offences) and some of the personal information we ask you for may be sensitive personal information. We will only use this information to provide the services you require and which are described in your policy documents.

**Dealing with other people**

It’s our policy to deal with your spouse or partner who calls us on your behalf, provided they’re named on the policy. Please tell us who they are when you take out your policy.

If you would like someone else to deal with your policy on your behalf on a regular basis, please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

**Who we will share your information with**

If you have a Nectar Card then details relating to your Nectar Card and number of points will be passed, via Sainsbury’s Supermarkets Limited, to Aimia Coalition Loyalty UK Limited so that they can administer the Nectar Programme. We will use data which you provide to us or our agents (directly or via Nectar Card participation, or in relation to other Sainsbury’s Bank products you hold) to allow us to offer relevant products to you, at a better price where appropriate. If you e-mail us, or give us your e-mail address, we will keep a record of it.

Sainsbury’s Bank plc and other parts of the J Sainsbury plc group of companies, including Sainsbury’s Supermarkets Limited and Sainsbury’s energy services, may use it to keep their records up to date, administer any relationship you have with them and contact you occasionally about other products and services which may
interest you, unless you ask us not to do so. We will not give your e-mail address to any unauthorised third parties. With your permission, we may also send you text messages containing administrative information about your relationship with us. You can ask us to stop sending these messages at any time.

Financial sanctions

Your insurer and/or Sainsbury’s Bank will use information about you and that of others named on your policy to ensure compliance with financial sanctions in effect in Great Britain and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on your policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with financial sanctions requirements.

Credit reference agencies

Your insurer and/or Sainsbury’s Bank may carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publicly accessible on your credit file (i.e. bankruptcy, County Court Judgement and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

You’ll have been asked to agree to this when you first contacted us but please make sure that you only provide us with sensitive information about other people with their consent.
Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request and a fee may be payable. If you would like a copy of your information, please contact:

Sainsbury’s Bank
PO Box 4955
Worthing
BN11 9YX
Getting in touch

Can we help?
To make a change or to talk to us about your policy 0345 266 1660
Monday to Friday 8am to 8pm, Saturday 8am to 5pm,
Sunday 10am to 2pm

Need to claim?
Our additional products are optional. Please check your Car Insurance Policy
Schedule to confirm you’re covered.
Key Cover 01737 334 254
Family Legal Protection 0333 234 2131
Home Emergency 01737 334 253
Lines are open 24 hours a day, 7 days a week. Calls are charged at local rates from landlines and
mobile. Calls may be monitored and recorded.

Special requirements
We can provide documents in large print, Braille or on audio. Please
call our Customer Care Line on 0345 266 1660 for more information.
You can also call us via our Text Relay service (Next Generation Text)
for general product enquiries. Please call: 18001 0345 266 1660
to use this service.

Sainsbury’s Bank plc, Registered Office, 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by
the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register
no. 184514). Sainsbury’s Supermarkets Ltd is an appointed representative of Sainsbury’s Bank plc.