



Unoccupied Home Insurance Policy

Important Information

You must read this document in conjunction with **Your Policy Schedule** and any **Endorsements**. If any information contained in these documents is incorrect, please contact **Your Broker** as soon as possible. **You** must also notify **Your Broker** of any other alterations required to **Your Policy** as soon as possible.

We will pay for any loss, damage, injury, costs or liability described in **Your Policy** arising from events happening during the **Period of Insurance** shown in **Your Policy Schedule** for which **You** have paid and **We** have accepted the premium.

If You are involved in an incident likely to result in a claim under this Policy, please refer to the How to Make a Claim section at the end of this booklet.

Contract of Insurance

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

This document, **Your Policy Schedule** and any **Endorsements** set out what is and what is not covered. They all form the contract of insurance between **You** and Insurers and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

If **You** have any questions about these documents, please contact the **Broker** who arranged the **Policy** for **You**, who will be pleased to help **You**.



Mike Fenton
Director
Lares Services Ltd

The Underwriters

This insurance is underwritten by AXA Insurance UK plc and administered on their behalf by Lares Services Limited.

AXA Insurance UK plc Registered in England and Wales No 78950. Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

Lares Services Limited are authorised and regulated by the Financial Conduct Authority. Firm Reference No. 820380. Lares Services Limited is registered in England under company number 11454018. Registered office: 75, Springfield Road, Chelmsford, Essex, CM2 6JB. **You** can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Data Protection Notice

This section contains important information about **Your** personal details. Please make sure to show it to anyone covered by the **Policy** and ensure they are aware that their personal details may be provided to us.

Lares Services Limited is the data controller in respect of **Your** personal information and is committed to protecting **Your** privacy. Lares Services Limited will process the details **You** have given us in line with the UK's Data Protection laws and any other laws that apply. Lares Services Limited may work with partner organisations and service providers located in other countries within the European Economic Area and will make sure that **Your** information is adequately protected.

The personal information Lares Services Limited or our agents may collect about You

Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job description, details of others in your household including their relationship to You .
Identification detail	Utility Bills and any relevant trade licences.
Financial information	Bank account and/or payment details, income and other financial information following any credit checks required.
Risk details	Data to enable us to assess Your risk and provide You with insurance quotes, this data will include matters relating to Your health or any disabilities and any criminal convictions.
Policy information	Information on the previous insurances that You have held and the quotations that You request/amend.
Credit and anti-fraud information	Credit score and history as well as financial sanctions, including information received from external databases about You and other relevant parties.
Previous and current claims	Information about previous and current claims (including under other insurance policies) which could include information that relates to Your health, disabilities or criminal convictions. All information required will depend on the type of claim.
Special categories of personal data	Any data relating to health, disability or criminal convictions.

Where Lares Services Limited may collect Your personal information

Lares Services Limited may collect personal information from:

People	You or Your family You representative Claimants Incident witnesses
Companies/Organisations	Other Insurance Companies You employer or their representative Credit agencies Government Agencies (e.g. HMRC) Claims companies (e.g. Loss Adjusters, Solicitors, Experts)
Databases	Examples are Anti-fraud, Sanctions lists, Court judgments

How Lares Services Limited use and disclose Your personal information

Lares Services Limited collect and process information about **You** to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from, third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, regulators or fraud prevention agencies.

In certain circumstances Lares Services Limited may request and/or receive “sensitive personal information” about **You**. Lares Services Limited may also need details of any unspent criminal convictions **You** have for purposes such as preventing, detecting and investigating fraud.

If consent to use any specific information is needed, Lares Services Limited will make that clear to **You** at the time of collecting that information from **You**. **You** are free to withhold **Your** consent or withdraw it at any time, but if **You** do so it may affect our ability to provide insurance or deal with and settle any claims.

Accepting and Administering Your Policy

Lares Services Limited share information with other insurers, certain government organisations and other authorised organisations.

The Insurance Market and Underwriting

Insurance is the pooling and sharing of risk to provide protection against a possible eventuality. To do this, information, including **Your** personal information, needs to be shared between different insurance market participants.

Lares Services Limited collect the data to assess the risk relative to **Your Policy** so that Lares Services Limited can:

- Decide on risk acceptance.
- Equitably price the risk.
- Select the correct coverage.
- Prevent money laundering by confirming all identities.
- Validate any previous claims experience for any disclosed people involved in the **Policy** (please note that this will also be done at any claim stage and upon renewal of a **Policy**).

Preventing or detecting fraud and other criminal offences

In order to keep premiums as low as possible for all of our customers, Lares Services Limited participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. Lares Services Limited may search relevant databases to make decisions regarding the provision and administration of insurance and, when **You** make a claim, to validate **Your** claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a ‘soft footprint’ will be left on **Your** credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect **Your** credit score and **You** are the only person who can view them on **Your** credit report.

Data Retention

Lares Services Limited will only keep **Your** personal data only for as long as reasonably necessary for the purpose for which it was collected. Lares Services Limited will retain **Your** information for as long as there is any possibility that a any party may wish to bring a legal claim under or relating to **Your** insurance, or as Lares Services Limited are required by legal or regulatory requirements.

Your Rights

You have rights under the Data Protection laws including the right to access the information Lares Services Limited hold about **You** (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances **You** may have the right to restrict or object to processing, to receive an electronic copy of **Your** data under data portability or to have **Your** data deleted.

If **You** wish to exercise any of **Your** rights, or if **You** are not satisfied with our use of **Your** personal data or our response to any request by **You** to exercise **Your** rights in relation to **Your** personal data, please contact:

The Data Protection Officer
Mr Jon May using admin@laresuk.com.

For more information or to make a complaint **You** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E-mail: casework@ico.gov.uk

AXA Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how AXA use the personal information that is collected from **You** and **Your** rights please view AXA's privacy policy at www.axa.co.uk/privacy-policy. If **You** do not have access to the internet please contact AXA and a printed copy will be sent.

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Definitions

The following words or phrases appear throughout this **Policy** booklet and have the same meaning as described below. Therefore **You** must refer to this section where such words or phrases appear.

You/Your - the person named as the 'insured' or 'policyholder' on the **Policy Schedule**,

Your Family – **Your** spouse or partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with you permanently.

We/Us – AXA Insurance UK plc (the Underwriter).

Accidental Damage – damage caused suddenly by external means which is not expected and not deliberate.

Bodily Injury – Death, injury, illness or disease.

Broker – a representative authorised by **Us** to sell and administer our insurance policies.

Buildings – The **Home** and its permanent fixtures and fittings (including fixed tanks providing fuel to the **Home**), swimming pools, permanently fixed hot tubs & jacuzzis, paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**.

Computer Virus - means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Contents – Household goods, furniture and furnishings. The term **Contents** does not include:- any permanent fixtures and fittings, **Valuables**, pedal cycles, **Money** and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories, property held in connection with your trade, profession, business or occupation.

Domestic Employee – Employed by the landlord for domestic services in the **Home**, i.e. cleaning, maintenance.

Electronic Data - means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Endorsements/Clauses – Any variation or addition to the terms of the **Policy**.

Excess – The first part of any claim which **You** must pay as shown in **Your Policy Schedule**.

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

Heave – The upward or sideways movement of the site on which **Your Buildings** are situated, other than **Settlement**, caused by swelling of the ground.

Home – The **Unoccupied** private dwelling and its domestic **Outbuildings** and garages at the address shown in the **Policy Schedule**.

Index Linking (Buildings) – The adjusting of sums insured in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.

Index Linking (Contents) – The adjusting of sums insured in line with the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

Land – The land belonging to the **Home**.

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

Money – Cash, cheques, postal or money orders, travellers cheques, savings bonds and certificates, travel tickets, luncheon vouchers, gift tokens and current postage stamps (face value only).

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 the **Home** and are used for domestic purposes.

Period of Insurance – the period of time specified in **Your Policy Schedule** during which this **Policy** is effective and for which **You** have paid or have agreed to pay the premium.

Policy – **Your Policy** wording and most recent **Policy Schedule** including any **Endorsements**.

Policy Schedule – a document which states the details of **You**, the property insured, the **Period of Insurance**, the insurance cover in force and any **Endorsements** which apply to the **Policy**.

Pro - Rata – where a calculation is made proportionately.

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

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

* Equivalent to **Storm** Force 10 on the Beaufort Scale.

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

Territorial Limits – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

United Kingdom - England, Northern Ireland, Scotland and Wales.

Unoccupied – a) Insufficiently furnished for normal occupation, or
b) Furnished for normal occupation, but has not been lived in for more than 60 consecutive days.

Extra Information – By 'lived in' **We** mean that day-to-day activities such as bathing, cooking, eating and sleeping overnight are regularly carried out in the **Home**.

Valuables – Jewellery, gold, silver, precious metals, clocks and watches, coin collections, medal and stamp collections, works of art, furs.

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

Wear and Tear - a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, damage caused by mould, dry or wet rot or fungus, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring.

Summary of Cover

The table below shows the sections of this **Policy** booklet which apply in accordance with the level of cover stated in **Your Policy Schedule**:

Section Description	Cover Applicable		
	Buildings Only	Contents Only	Buildings and Contents
Section 1 - Buildings	Yes	N/A	Yes
Section 2 - Contents	No	N/A	Yes
Section 3 - Property Owners Liability	Yes	N/A	Yes

The sections entitled '**General Exclusions**' and '**General Conditions**' within this booklet apply to **Your Policy** whatever cover **You** have.

Your Policy Schedule provides details of any special cover, Excesses, Endorsements or exclusions which apply to Your Policy.

Section 1 – Buildings

Important Information – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Buildings** section.

What IS covered under this Section

1.1 Loss of or damage to Buildings caused by:

- Fire, explosion, lightning, earthquake.
- Smoke.
- Riot, civil commotion, labour or political disturbances.
- Malicious persons or vandals.
- **Storm or Flood.**
- Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers.
- Theft or Attempted Theft.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts or telegraph poles.
- Falling receiving aerials (including satellite dishes).
- **Subsidence or Heave** of the site on which **Buildings** stand, or **Landslip**.

What is NOT covered under this Section

Smoke

- Smoke damage caused by any gradually operating cause.

Riot, civil commotion, labour or political disturbances

- Loss or damage not reported to **Us** within 7 days when caused by riot, civil commotion, labour or political disturbances.

Malicious persons or vandals

- Malicious loss or damage caused by persons lawfully in the **Home**.
- Malicious loss or damage unless there has been forcible and violent entry to or exit from your home.
- Any malicious damage not reported to the police and a crime reference obtained.

Storm or Flood

- Any loss or damage caused by frost.
- **Flood** loss or damage caused by **Subsidence**, ground **Heave** or **Landslip**.
- Loss of or damage to hedges, gates and fences caused by **Storm**, **Flood**, falling trees or branches, lamp posts or telegraph poles.
- Loss of or damage to drives, patios and paths caused by **Storm** or **Flood** unless **Your Home** has been damaged at the same time and by the same cause.

Escape of water or oil

- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Damage caused by escape of water or oil where the escape is due to **Wear and Tear**, wet or dry rot, gradual deterioration or gradual emission.
- Damage caused by escape of water or oil where the escape is due to the failure or lack of sealant and/or grout.
- Damage caused by escape of water where the escape is due to sinks and baths overflowing as a result of the taps being left on.
- Escape of water or oil loss or damage caused by faulty workmanship.
- Escape of water or oil loss or damage caused by any person lawfully in the **Home**.

Theft or Attempted Theft

- Loss or damage caused by Theft or Attempted Theft by any person lawfully in the **Home**.
- Loss or damage caused by Theft or Attempted Theft unless there has been forcible and violent entry to or exit from your home.
- Any theft or attempted theft not reported to the police and a crime reference obtained.

Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals

- Loss or damage caused by domestic pets.

Falling trees or branches, lamp posts or telegraph poles

- Loss or damage caused by felling or lopping of trees.

Subsidence or Heave of the site on which Buildings stand, or Landslip

- Loss or damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts as a result of **Subsidence, Heave** or **Landslip** unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

General

- Loss or damage resulting from:
 - 1 The foundations settling, shrinking or expanding.
 - 2 Coastal or river erosion.
 - 3 Any gradually operating cause.
 - 4 Faulty workmanship or the use of defective materials.
 - 5 Demolition, alteration or repair to the **Buildings**.
 - 6 The bedding down of new structures or **Settlement** of made-up ground.
 - 7 The movement of solid floors unless the foundation beneath the external walls of the **Home** are damaged by the same cause and at the same time.

1.2 Damage to Plumbing Installations by Freezing

Damage to interior fixed domestic heating or water installations caused by freezing.

1.3 Breakage of Fixed Glass and Sanitary Fittings

Accidental Damage to fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

1.4 Damage to Underground Services

Accidental Damage to underground services to the **Home** for which **You** are legally responsible.

What is NOT covered under this Section

- Damage caused whilst clearing or attempting to clear a blockage.
- Damage to septic tank filters unless due to root infiltration.

1.5 Additional Costs

The additional costs up to £100,000 of:

- Complying with government or local authority requirements.
- Architects, surveyors and any other professional fees.
- Clearing debris, demolition, shoring or propping up, necessary as a result of loss or damage insured by **Section 1 (Buildings)**.

What is NOT covered under this Section

- Costs for complying with requirements notified before the loss or damage occurred.
- Fees charged for preparing any claim under this **Policy**.

Section 2 – Contents

Important Information – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Contents** section.

What IS covered under this Section

2.1 Loss of or damage to Contents whilst contained within the Home caused by:

- Fire, explosion, lightning, earthquake.
- Smoke.
- Riot, civil commotion, labour or political disturbances.
- Malicious persons or vandals.
- **Storm or Flood.**
- Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers.
- Theft or Attempted Theft.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts or telegraph poles.
- Falling receiving aerials (including satellite dishes).
- **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip**.

What is NOT covered under this Section

Smoke

- Smoke damage caused by any gradually operating cause.

Riot, civil commotion, labour or political disturbances

- Loss or damage not reported to **Us** within 7 days when caused by riot, civil commotion, labour or political disturbances.

Malicious persons or vandals

- Malicious loss or damage caused by persons lawfully in the **Home**.
- Malicious loss or damage unless there has been forcible and violent entry to or exit from your home.
- Any malicious damage not reported to the police and a crime reference obtained.

Storm or Flood

- Any loss or damage caused by frost.
- **Storm or Flood** loss or damage to property in the open.
- **Flood** loss or damage caused by rising groundwater levels.

Escape of water or oil

- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Escape of water or oil loss or damage due to **Wear and Tear**, gradual deterioration, gradual emission or arising from wet or dry rot.
- Damage caused by escape of water or oil where the escape is due to the failure or lack of sealant and/or grout.
- Damage caused by escape of water where the escape is due to sinks and baths overflowing as a result of the taps being left on.
- Escape of water or oil loss or damage caused by faulty workmanship.
- Escape of water or oil loss or damage caused by any person lawfully in the Home.

Theft or Attempted Theft

- Any amount exceeding £500 for loss or damage caused by Theft or Attempted Theft from **Outbuildings** (other than attached garages).
- Loss or damage caused by Theft or Attempted Theft by any person lawfully in the **Home**.
- Loss or damage caused by Theft or Attempted Theft unless there has been forcible and violent entry to or exit from your home.
- Loss or damage caused by Theft or Attempted Theft if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

- Any theft or attempted theft not reported to the police and a crime reference obtained.

Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals

- Loss or damage caused by domestic pets.

Falling trees or branches, lamp posts or telegraph poles

- Loss or damage caused by felling or lopping of trees.

Falling receiving aerials (including satellite dishes)

- Loss or damage to the receiving aerial, satellite dishes, fittings or mast itself caused by the fall of the device.

General

- Loss or damage resulting from:
- Coastal or river erosion.
- The foundations settling, shrinking or expanding.
- Faulty workmanship or the use of defective materials
- Demolition, alteration or repair to the **Buildings**.

2.2 Breakage of Glass and Mirrors

Accidental Damage to mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.

2.3 Contents Temporarily Removed

Up to 20% of the Contents sum insured for loss of or damage to Contents temporarily removed from the **Home**, but within the United Kingdom caused by:

- Circumstances as described in **Section 2.1**, but excluding Theft.
- Theft from or while in direct transit to or from a bank or safe deposit.
- Theft from any building where **You** or **Your Family** are employed or carry on a business or are in temporary residence.
- Theft from any other building.

What is NOT covered under this Section

- Loss of or damage to **Contents** for sale or away on exhibition or in a furniture depository.
- Loss of or damage to **Contents** in the open caused by **Storm, Flood** or malicious damage.
- Loss of or damage to **Contents** in the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education.
- Loss of or damage to **Contents** by theft unless involving forcible and violent entry to or exit from a building.
- Loss of or damage to **Contents** whilst in transit if they are not hidden from view.
- Any amount exceeding £1,000 for loss of or damage to **Contents** from **Outbuildings**.

2.4 Theft of Keys

Up to £250 for the replacement of external door locks and keys to the **Home** if keys are stolen.

Section 3 – Property Owner’s Liability

Important Information – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Property Owner’s Liability** section.

What IS covered under this Section

3.1 Property Owner’s Liability (subject to Section 1 (Buildings) being in force)

Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by **You** with **Our** consent to cover **You** against legal liability for:

- Accidental death, **Bodily Injury**, illness or disease to any person.
- Accidental loss of or damage to property not belonging to or in custody or control of you or your family.
- Accidental loss or damage to the property occurring whilst Section 1 (**Buildings**) is in force and incurred in connection with any other private residence formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.

What is NOT covered under this Section

- Liability arising from accidental death, **Bodily Injury**, illness or disease to **You** or **Your Family** or any **Domestic Employee**.
- Liability arising from damage to property, business or employment of **You** or **Your Family** or any **Domestic Employee**.
- Liability arising from any profession, business or employment of **You** or **Your Family**.
- Liability arising from the ownership or use of motor vehicles (other than gardening machines), lifts or hoists.
- Liability arising from the ownership or use of aircraft, drones or watercraft unless they are models or hand propelled.
- Liability arising from any agreement or contract unless liability would have applied anyway.
- Liability arising from any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations, however caused.

General Conditions Specific to Sections 1, 2 and 3

1. Your duty: Information You have given Us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** 14 days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

2. Reasonable Care

You must take all steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

3. Changes in Circumstances

You must tell **Us** as soon as possible about any changes to the information **You** provided at the time **You** took out this **Policy** or during the **Policy** cover. Examples of such changes are:

- If **You** change **Your** insured address.
- If **You** change **Your** name.
- If **You** change **Your** occupation(s) or the trade in which **You** work.
- If the property is to be let or sublet.
- If the property is to be used for business and the type of business use.
- If there are to be paying guests or lodgers.
- If the number of consecutive days that the property is **Unoccupied** increases.
- If **You** are convicted of a criminal offence (other than a motoring offence).
- If **You** become bankrupt.
- If the full rebuilding costs of **Your** property changes (if **You** have **Your Buildings** insurance with **Us**).
- If the **Contents** or **Valuables** and Personal Effects sum insured changes (if **You** have these sections insured with **Us**).
- If there are any renovations or building works being carried out, or due to commence, at **Your Home**.
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force.
- If the property is no longer self-contained or does not have its own lockable entrance.
- If the property is not in a good state of repair.
- If there is any flooding to the property, or within 100m of the property.
- If the property is showing signs of potential **Subsidence**, **Landslip** or **Heave** damage (e.g. cracking).
- If any other houses in the same street have been affected by **Subsidence**, **Landslip** or **Heave**.

- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

4. Cancellation

Cooling-off Period - Your Right of Cancellation

Once **You** have entered into this insurance contract with **Us**, **You** are entitled to 14 days to decide whether **You** wish to proceed. This 14 day period will commence from either the inception date of the contract as shown on the **Policy Schedule** or the date on which **You** receive the full terms and conditions of the contract, whichever is later.

If **You** wish to cancel this **Policy** then **You** should contact **Your Broker** via telephone, email or written confirmation. Provided there has not been a claim made in that period, a full return of premium will be made.

By Us

We or **Your** authorised **Broker** have the right to cancel this **Policy** at any time where there is a valid reason for doing so by giving **You** 14 days' notice in writing. A cancellation letter will be sent to the latest address **We** have for **You** and will set out the reason for cancellation. Valid reasons include:

- Where **Your Broker** has been unable to collect a premium payment. In this case they will contact **You** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of **Your** valuations or evidence of no claim bonus. In this case **Your Broker** will ask **You** to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. **Your Policy** will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where **You** have not told **Us** about any changes to the information **You** provided at the time of quotation, when **You** took out the **Policy**, during the **Policy** cover or at renewal if these changes may have resulted in an increased risk to **Us**. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where **We** suspect or have evidence of criminal or fraudulent activity.

If **We** cancel **Your Policy** due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter **Your Broker** will send to **You**.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

By You

You may cancel this **Policy** at any time by contacting **Your Broker** via telephone, email or written confirmation. **We** will provide a refund of premium based on a **pro-rata** basis for the period in which **You** received cover, excluding **Your Policy** administration fee. If a claim has been made there will be no refund of any premium paid

5. Claims Handling

- **You** must tell **Us** without delay about any event that could lead to a claim.
- **You** must send **Us** unanswered any letter, claim, writ or summons **You** or **Your Family** receive as soon as possible.
- **You** must give **Us** all the information and assistance **We** require to deal with the claim and **You** or **Your Family** must not accept responsibility for any claim against **You** or **Your Family** or make any offer or promise to pay a claim.
- **You** must fully co-operate with any third party service providers **We** (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **You** upon request).
- **You** must report to the Police any Theft, Malicious Damage, Vandalism or loss of property as soon as possible.
- **You** must take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- **We** will settle the claim based on how much it will cost **Us** to repair/replace/reinstate by our nominated contractors/third party.
- **We** are entitled to take over, defend or settle any claim under this **Policy** in **Your** name or any other person covered by this **Policy** and **We** are entitled to take legal action in any such name to recover any payments **We** make.
- **We** may enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.
- **We** will settle claims based on how much it will cost us to repair/replace/reinstate by our nominated contractors/third party.

You and **Your Family** must comply with these conditions to have the full protection of **Your Policy**. If **You** and **Your Family** do not comply with them **We** may take one or more of the following actions:

- cancel **Your Policy**
- declare **Your Policy** void (treating **Your Policy** as if it never existed)
- change the terms and/or premium of **Your Policy**
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

6. Electronic Service

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this **Policy** **We** may, at our discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this **Policy** or such other email address **You** notify to **Us** in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

7. Fraudulent Claims

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

8. Maximum Limits

(a) The value of **Your Contents**.

You must notify **Us** as soon as possible if the full replacement value of **Your Contents** exceeds the amount shown in **Your Policy Schedule**.

If the amount shown on **Your Policy Schedule** represents less than 100% of the full replacement value of **Your Contents**, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Contents** shown on **Your Policy Schedule** only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claim.

The full replacement value of **Your Contents** means the current cost to replace all **Your Contents** as new.

If the full replacement value of **Your Contents** exceeds the amount shown in **Your Policy Schedule** the cover under the **Policy** will no longer meet **Your** needs

(b) The value of **Your Buildings**.

You must notify **Us** as soon as possible if the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Policy Schedule**.

If the amount shown on **Your Policy Schedule** represents less than 100% of the full rebuilding cost of **Your Buildings**, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Buildings** shown on **Your Policy Schedule** only represents 70% of the full rebuilding cost then **We** will not pay more than 70% of your claim.

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

9. Matching sets, suites and carpets

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

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

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

10. Protection Maintenance

Any protections for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

11. Notice of Change of Occupancy

It is a condition precedent to the liability under this **Policy** that **You** or **Your** authorised representative, shall notify **Us** if the **Home** specified in the **Policy Schedule** ceases to be anything other than **Unoccupied**. Upon receipt of this notice **We** will amend the terms and conditions of this Insurance.

12. Notice of Works Clause

It is a condition precedent to the liability under this **Policy** that **You** shall notify **Us** prior to the commencement of any conversion, extensions, refurbishment and modernisation to the **Home**. Upon receipt of this notice **We** reserve the right to amend the terms and conditions of this Insurance.

13. Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

14. Third Party Rights

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

15. Fees

Lares Services Limited will charge the following non-refundable Administration and Fraud Protection Fees:

- New Business and Renewal – up to £50.00 plus insurance premium tax (IPT)
- All Mid-term Adjustments – up to £50.00 plus insurance premium tax (IPT)

There will be no fee charged if the **Policy** is cancelled during the 14-day cooling off period.

Financial Services Compensation Scheme

You may be entitled to compensation if **Your** Insurer(s) cannot meet their liabilities under this **Policy**. This depends on the type of business and circumstances of **Your** claim.

For full information on this if required please refer to **Your Policy Schedule** where there is a section on the Financial Services Compensation Scheme.

Complaints

If **You** have any enquiries or complaints arising from **Your Policy**, please contact the agent that arranged **Your Policy**.

For any enquiries or complaints in relation to any claims please contact AXA at the address given below:

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

For any other complaints **You** can email us at complaints@laresuk.com or write to Lares Services Limited at the address given below:

Lares Services Limited
124 City Road
London
EC1V 2NX

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Following the complaints procedure does not impact **Your** rights to legal action.

General Exclusions Specific to Sections 1, 2 and 3

This **Policy** does not cover any loss, **Accidental Damage**, liability or injury nor any damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. Gradual deterioration/maintenance

We will not pay for any loss, damage or liability that is directly or indirectly caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

2. Vermin

We will not pay for any loss, damage or liability that is directly or indirectly caused by **Vermin**.

3. Loss in Value

We will not pay for any loss in value of any property following repair or replacement.

4. War, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority.
- Any acts Of Terrorism.

For this exclusion an act of terrorism means an act including for example the use of force or violence and/or the threat thereof, any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(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 or any section of the public in fear.

5. Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

6. Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring unless the cause is leakage of oil from a domestic oil installation at your **Home**.

7. Sonic Bangs

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

8. Criminal Acts

We will not pay for any loss, damage or liability caused whilst property is being used by **You** or **Your Family** in connection with a crime or as a means of avoiding lawful apprehension.

9. Other Insurance

We will not pay for any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.

10. Electronic Data Exclusion

Despite any provision to the contrary within the **Policy** or any **Endorsement**, it is understood and agreed as follows:-

- a) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Period of Insurance** to property insured by this **Policy** directly caused by such listed peril.

Listed Perils
Fire
Explosion

11. Electronic Data Processing Media Valuation

Despite any provision to the contrary within the **Policy** or any **Endorsement** thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

How to Make a Claim

Making a Claim under Sections 1, 2 and 3

If you need to make a claim

1. Check **Your Policy** and **Your Policy Schedule** carefully to make sure that **you** are insured.
2. Please phone the number shown on **Your Policy Schedule** as soon as possible to report the loss or damage. They will tell **You** what **You** need to do next.

If possible please have the following information to hand when **you** telephone the claims line:

- policy number;
- **Home** postcode;
- nature of problem;

If **You** are a victim of theft, malicious damage, vandalism or something is damaged away from the **Home**, tell the police or issuing authority first and request an incident number.

If **You** have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage **You** should ask for and keep hold of any receipts they give **You**.

3. Do not

- admit fault if **You** or **Your Family** are being held responsible for injury or damage.
- pay, offer or agree to pay any amount or admit responsibility without our permission;
- carry out any permanent repairs or dispose of any damaged items until **We** have been given the opportunity to inspect the damage.

If **you** receive any documentation regarding a claim such as letters or receipts please send them to **Us** unanswered and without delay to the address in **Your Policy Schedule**.

What might **We** ask you to do or what might **We** need to do?

To help **Us** handle **Your** claim as quickly as possible **We** may:

- ask **You** to take steps to recover any property which has been lost;
- ask **You** to send **Us** at our expense, all the documents and information (including written estimates and proof of value or ownership) **We** may require.
- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the **Policy** for which **We** have agreed to pay a claim and deal with them in a reasonable manner; or
- leave the remains of any property insured by the **Policy** for which **We** have agreed to pay a claim with **You** to and deal with as **You** see appropriate;
- take over, defend or settle any claim made against **You** or at our own expense, take legal action in **Your** name to get back any payment **We** have made under this **Policy**.

Further information is provided on **Your Policy Schedule** together with the claim phone number in respect of how to make a claim.