

M&S Premier Home Insurance

Policy Booklet including
Policy Summary

Contents

- 2** Contents
- 3** Policy Summary
- 13** Policy Wording
- 13** How your insurance works
- 13** Law applying to this Policy
- 13** Useful telephone numbers
- 14** What we mean
- 16** General conditions
- 16** Cancellation rights
- 18** General exclusions
- 20** Premier Buildings – what is covered
- 21** Premier Buildings – what is not covered
- 22** Premier Contents at your home – what is covered
- 24** Premier Contents at your home – what is not covered
- 25** Contents away from your home – what is covered
- 25** Contents away from your home – what is not covered
- 26** Liability – what is not covered
- 27** Making a claim
- 29** Claims conditions
- 30** Home Emergency Cover
- 34** Legal Expenses
- 40** Complaints procedure
- 42** Contract (Rights of Third Parties) Act 1999
- 42** The Financial Services Compensation Scheme
- 42** Telephone recording

M&S Premier Home Insurance Policy Summary

keyfacts®

This is a summary of the M&S Premier Home Insurance policy which is underwritten and administered by AXA Insurance UK plc. Home Emergency Cover and Legal Expenses sections are underwritten by Inter Partner Assistance SA (a wholly owned subsidiary of AXA Assistance SA).

It does not contain the full terms and conditions of cover, but highlights the main features and benefits and significant or unusual exclusions to help you decide if the policy is right for you. A significant exclusion is something which may affect your decision as to whether the policy is suitable for you. It may also be unusual compared to similar products offered by other companies.

Full details of all the terms and conditions of cover are in the M&S Premier Home Insurance Policy Wording which begins on page 13 of this document. It is important that you read the Policy Wording carefully.

Type of insurance and cover

M&S Premier Home Insurance provides cover for the Buildings of your home including fixtures, fittings and outbuildings, and for your Contents whilst they are at your home. It can also provide optional cover for your Contents if they are temporarily away from your home, for Home Emergency Cover and for Legal Expenses. Our cover is suitable for customers who wish to protect their home and contents against the costs of loss or damage and wish to have legal advice and representation for legal disputes that are insured under the policy.

We believe that customers want to make up their own minds about our products so we do not offer advice, but can provide factual information about any of our products. If you have any doubt as to whether this product is suitable for you please contact an Independent Financial Adviser.

Unlimited Cover

Our buildings and contents cover is unlimited which means that if you insure your Buildings you will be covered up to the full rebuilding cost of your home, and if you insure your Contents will be covered up to the total value of all of your contents subject to any cover limits that apply to Contents away from your home, valuables, pedal cycles, money, electronic data downloads, liability, Legal Expenses and Home Emergency Cover.

Significant features and benefits

The detail below shows the key areas that the policy covers and the maximum amount we will pay in the event of a claim.

What you pay towards the cost of a claim - Excess

An excess is the first part of any claim which you are expected to pay.

1. You can choose an excess for Buildings and Contents separately, this can be between £0 and £1,000. Your Policy Schedule will show your chosen excess for each section.
2. There is a £1,000 excess for any Buildings claim for subsidence, landslip or heave.
3. The excess you choose on Contents will also apply to Contents away from your home.

Premier Buildings

Key Features	Policy Benefits
Buildings limit	Unlimited except for the legal liability limit
Accidental damage	Unlimited for all parts of the Building
Alternative accommodation for you, your family or your pets if you cannot live in your home <ul style="list-style-type: none">• following insured damage• if you have been evacuated because of risks to your health and safety	Unlimited
Your legal liability as owner of your home	Up to £2,000,000

Significant features and benefits

Premier Contents at your home

Key Features	Policy Benefits
Contents Limit	Unlimited except for the limits shown below
Total valuables	Up to £50,000
Valuables single article limit	Up to £15,000
Electronic data downloads	Up to £2,500
Pedal cycles	Up to £1000 per cycle unless specified on your Policy Schedule
Accidental damage	Unlimited for all contents
Domestic staff personal effects	Unlimited
Money	Up to £500
Loss/theft of goods in transit from M&S to your home	Unlimited
Possessions of dependent relatives whilst living in nursing home	Unlimited
Students' possessions at college or university	Unlimited
Possessions of visitors to your home	Unlimited
Personal liability including damage arising from the occupation of the home	Up to £2,000,000
Domestic employees' liability	Up to £10,000,000
Tenants' liability – applicable if the home is rented	Up to £40,000
Alternative accommodation for you, your family or your pets if you cannot live in your home <ul style="list-style-type: none"> • following insured damage • if you have been evacuated because of risks to your health and safety 	Unlimited

Optional Sections – Significant features and benefits

Your Policy Schedule will show if you have chosen any of these sections.

Contents away from your home

Key Features	Policy Benefits
Loss or damage to your contents when they are temporarily away from your home anywhere in the world.	You can choose a cover limit up to £50,000
Total valuables	Up to £50,000
Valuables single article limit	Up to £15,000
Electronic data downloads	Up to £2,500
Pedal cycles	Up to £1000 per cycle unless specified on your Policy Schedule

Home Emergency Cover

The Home Emergency service provides repairs in the event of an emergency that would make the home uninhabitable or creates a risk of loss or damage to the home or your belongings.

Key Features	Policy Benefits
Free advice and access to a network of approved contractors. It gives you cover for emergency repairs such as plumbing and drainage, electricity supply, central heating and roofing.	Up to £1,000
Alternative accommodation cover if you have to move out of your home as a result of an event covered by this section	Up to £250

Legal Expenses Cover

This gives you a range of covers which can help you defend prosecutions, for instance a motoring offence, or bring action against someone who has injured you or damaged your house or infringed your contractual or employment rights.

Key Features	Policy Benefits
This gives you a range of covers which can help you defend prosecutions, for instance a motoring offence, or bring action against someone who has injured you or damaged your house or infringed your contractual or employment rights. You are covered for legal costs and expenses and have access to a 24 hour legal helpline	Up to £50,000

Significant or Unusual Exclusions or Limitations

Where a 'heading' is listed under the 'Where can I find this in my policy documents?' column, it can be found under the same heading within the Policy Wording.

General Cover

Exclusions or Limitations	Where can I find this in my policy documents?
Any excess shown in your Policy Schedule	In your Policy Schedule
Riot or civil commotion outside of the United Kingdom, the Isle of Man or the Channel Island, Confiscation, Sonic bangs, Radioactivity, War risks, Terrorism, Computer software and data, Pollution or Contamination.	'General exclusions – what is not covered'
Loss or damage, occurring while the home has been left unoccupied or unfurnished for more than 30 days	
Any loss or damage caused by wear and tear, depreciation, mechanical or electrical breakdown, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your building and its contents.	

Premier Buildings

Exclusions or Limitations	Where can I find this in my policy documents?
Loss or damage to solar panels and wind turbines that are not permanently installed on your home	'Premier Buildings – what is not covered'

Premier Contents at your home

Exclusions or Limitations	Where can I find this in my policy documents?
The settings of the stones in any item of jewellery worth £4,000 or more must be examined by a jeweller once every three years and any defect remedied as soon as possible.	General conditions - 3. Precious stones
Motorised vehicles or craft	'Premier Contents at your home – what is not covered'
Items used for business or professional purposes, other than office equipment	
Theft or attempted theft from any nursing home or from any premises where you are temporarily residing whilst attending university or college, unless forcible and violent means are used to gain entry or exit	
Pedal Cycles Loss or damage: <ul style="list-style-type: none"> • to any pedal cycle worth over £1,000 unless it has been specified in your policy schedule • by theft of any unattended pedal cycle, unless in a locked building or locked to a permanent structure or a motor vehicle. 	
Personal liability arising from any employment, business or profession	'Liability – what is not covered'

Significant or Unusual Exclusions or Limitations

Contents away from your home

Exclusions or Limitations	Where can I find this in my policy documents?
Motorised vehicle or craft	'Contents away from your home – what is not covered'
Pedal Cycles Loss or damage: <ul style="list-style-type: none"> • to any pedal cycle worth over £1,000 unless it has been specified in your policy schedule • by theft of any unattended pedal cycle, unless in a locked building or locked to a permanent structure or a motor vehicle. 	'Contents away from your home – what is not covered'
Loss or damage caused by theft or attempted theft from an unattended motor vehicle	'Contents away from your home – what is not covered'
Loss of or damage to items not in the care, custody or control of you, your family or an authorised person.	'Contents away from your home – what is not covered'

Home Emergency Cover

Exclusions or Limitations	Where can I find this in my policy documents?
Any loss or damage arising from circumstances that you were aware of at the start of your Home Emergency Cover	'Home Emergency – what is not covered'
The cost of replacing parts due to natural wear and tear	
Any loss or damage caused by a boiler or heating system which has not been properly maintained or which is over 15 years old	
Breakdown of or loss or damage to any domestic appliances, Saniflow toilets or any mechanical equipment	

Legal Expenses Cover

Exclusions or Limitations	Where can I find this in my policy documents?
Claims for legal expenses that have not been agreed	'Cost and expenses' – Page 34
This insurance only covers costs and expenses incurred by our panel solicitors or their agents authorised by us	'Making a Legal Expenses Claim' Page 37
Claims where there is not a reasonable prospect of success	'Cover' Page 35

Duration of the Policy

All policies will be issued for 12 months and are renewable annually.

Cancellation within the Cooling Off Period

We are regulated by the Financial Services Authority (FSA). Although the FSA require a minimum cancellation period of 14 days, we allow you 31 days from the date you receive your Policy Documentation to make sure it suits you. We will not refund your premium if you make a total loss claim. If you have received payment for or are in the process of making a claim we will keep an amount of premium in proportion to the time you have been on cover and refund the balance to you. In all other circumstances we will give you a full refund.

You are free to cancel the policy at anytime after the 31 days. As long as you have not received payment for or are in the process of making a claim during the period you have been on cover we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

Making a Claim

For all claims other than Home Emergency Cover or Legal Expenses, call us on **0800 111 4901**

For Home Emergency claims call AXA Assistance UK Ltd on **0800 121 4074**

For Legal Expenses claims call **0800 121 4075**

Complaints

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please call us on 0800 121 4070 or write to us at M&S Home Insurance, Civic Drive, Ipswich IP1 2AN if your complaint is about your policy. If your complaint is about a claim please contact whoever is currently dealing with your claim.

If the complaint is still not resolved you can approach The Financial Ombudsman Service. Following the complaints procedure does not affect your right to take legal action. Further details of our complaints procedure can be found in your Policy Wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website (www.fscs.org.uk) or from the FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

M&S Premier Home Insurance Policy Wording

How your insurance works

M&S Premier Home Insurance is underwritten and administered by AXA Insurance UK plc. **Your** Policy Wording is evidence of the contract of insurance along with the Statement of Fact, **your** most recent **Policy Schedule** and any **endorsement(s)** shown.

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

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

At the end of **your period of insurance** **we** may invite **you** to renew **your policy**. However in some circumstances **we** may choose to either not renew **your policy** or advise **you** of changes to the **policy** and premium. **You** may choose whether or not to accept **our** invitation to renew.

The law which applies to this policy

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

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

Useful telephone numbers

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

For queries on or changes to **your policy**
0800 121 4070

For Home Insurance claims
0800 111 4901

For Home Emergency claims
0800 121 4074

For Legal Expenses claims
0800 121 4075

For legal advice
0800 121 4075

What we mean

These definitions apply throughout **your** Policy Wording apart from the Legal Expenses section where separate definitions apply.

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

Buildings

The structure of **your home** including landlord's fixtures and fittings and the following if they form part of the property: oil and gas tanks; cesspits; permanent swimming pools; tennis hard courts; walls; gates; fences; hedges; terraces; patios; drives; paths; car ports; garages; fixed solar panels; fixed wind turbines; and **outbuildings**.

Contents

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

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

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

Office Equipment – items of equipment which are used in relation to clerical work carried out at **your home**.

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

Domestic Staff

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

Electronic data downloads

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

Endorsement(s)

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

Excess

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

Family/they

Your spouse, civil partner, domestic partner, children, **domestic staff** and any other person permanently living with **you** and not paying a commercial rent.

Heave

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

Home

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

Landslip

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

Money

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

Motorised vehicle or craft

Motorised vehicles, caravans, trailers, aircraft, boats, boards and crafts designed to be used in or on water, and the parts, spares and accessories of any of these other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your home**
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys
- pedestrian-controlled toys and models

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 dates shown in **your Policy Schedule**.

Policy

Your Policy Wording and most recent **Policy Schedule** and Statement of Fact including any **endorsement(s)**.

Policy schedule

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

Subsidence

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

Unfurnished

Does not contain enough furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 30 consecutive days (unless agreed in writing by **us**) or occupied by squatters.

We/us/our

AXA Insurance UK plc. **We** are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

You/your

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

General Conditions

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

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

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

1. Changes in your circumstances

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

- change of address
- structural alteration to **your home**
- if any of the cover limits are no longer sufficient for your needs
- any new pedal cycles worth more than £1,000 or any new valuable worth more than £15,000, or any changes to the values of items specified on **your Policy Schedule**.
- if **you** or **your family** intend to let or sub-let **your home**
- if **you** or **your family** intend to use **your home** for any reason other than private residential purposes
- if **your home** will be **unoccupied / unfurnished**
- if **you** or **your family** have been declared bankrupt or have received a police caution for or been convicted of or charged with any offence other than a driving offence.
- If **your** property is no longer occupied solely by **you** or members of **your family**.

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

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

2. Taking care of your property

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

You must maintain the property insured in good condition.

3. Precious stones

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

4. Dual insurance

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

5. Other insurances

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

6. Cancelling your cover

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

Statutory cancellation rights

We are regulated by the Financial Services Authority (FSA). Although the FSA require a minimum cancellation period of 14 days, **we** allow **you** 31 days from the date **you** receive **your policy** documentation to make sure it suits **you**.

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

M&S Home Insurance
Civic Drive
Ipswich
IP1 2AN

We will not refund **your** premium if **you** make a total loss claim. If **you** have received payment for or are in the process of making a claim during the statutory cancellation period **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**.

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

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

Cancellation outside the statutory period

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

As long as **you** have not received payment for or are in the process of making a claim during the **period of insurance**, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

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

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

Our cancellation rights

We may cancel the **policy** by providing 21 days prior written notice, by registered post, to **your** last known address. **We** will work out any premium refund in line with the above.

Non – payment of premiums

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

7. Fraud

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

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

- knowingly provides information to us as part of **your** application that is not true and complete to the best of **your** knowledge and belief or
- knowingly makes a fraudulent or exaggerated claim under the **policy** or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or
- makes a claim for any loss or damage caused by **your** wilful act or with **your** agreement, knowledge or collusion

then:

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

General exclusions – what is not covered

These exclusions apply throughout **your policy**.

Additional loss or expenses –

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

Buildings let –

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

Buildings unoccupied or unfurnished –

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

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

Computer software and data –

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

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

Confiscation –

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

Deliberate acts –

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

Depreciation in value –

Any loss resulting in depreciation in value.

Erosion –

Coastal or river erosion.

Excess –

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

Faulty workmanship –

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

Pollution or contamination –

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

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

Radioactivity –

Loss, damage or liability which involves:

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

Sonic bangs –

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

Terrorism –

Any loss, or damage, or cost, or expenses of whatsoever nature, directly or indirectly caused, or occasioned by, or happening through, or in consequence of terrorism, or any action taken in controlling, preventing, or suppressing any acts of terrorism, or in any way relating to this.

For the purpose of this exclusion, 'terrorism' means the use of biological, chemical and/or nuclear chemical, and/or nuclear force, or contamination and/or threat thereof by any person, or group of persons whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s) committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public in fear. However, losses caused by, or resulting from, riot, attending a strike, civil commotion and malicious damage are not excluded.

The terrorism exclusion applies only to the following sections:

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

Vermin –

Loss or damage caused by vermin and insects.

War risks –

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

Wear & tear –

Any loss or damage caused by wear and tear, depreciation, mechanical or electrical breakdown, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **your building** and its **contents**.

Premier Buildings – what is covered

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

This section should also be read in conjunction with ‘Premier Buildings – what is not covered’ on page 21 and the General exclusions on pages 18 & 19.

What is the most we will pay?

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

The most **we** will pay for loss or damage for any one claim under cover 8 is:-

- Legal liability cover – £2,000,000

What is covered

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

What is covered *continued*

8. Legal Liability Cover

We will pay up to £2,000,000 (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

- death, bodily injury or illness of any person who is not an employee of either **you** or **your family**
- damage to material property not belonging to or in the custody or control of **you** or **your family** or

domestic staff and arising from **your** ownership (but not occupation) of the premises. arising from:

- a) **your** ownership of the **buildings**
- b) defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **you** or **your family** up to seven years after such disposal before the occurrence of bodily injury or damage in connection with such private residence.

In the event of **your** death **we** will treat **your** legal representative as **you** in respect of liability incurred by **you**.

Premier Buildings – what is not covered

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

What is not covered

- **Excess** – The amount of the **excess** shown in **your Policy Schedule**.
- **Plants** – Loss or damage to trees, plants or bushes unless caused by the fire, police or ambulance service.
- **Solar panels and wind turbines** that are not permanently installed on **your** home
- **Subsidence excess** – The first £1,000 of any claim for **subsidence, heave or landslip**.
- Anything shown under ‘General exclusions – what is not covered’ on pages 18 & 19.
- Under cover 8. Legal Liability Cover Anything shown under ‘Liability – what is not covered’ on page 26.

For Home Insurance claims call:

0800 111 4901

Premier Contents at your home – what is covered

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

This section should also be read in conjunction with 'Premier Contents at your home – what is not covered' on page 24 and the General exclusions on pages 18 & 19.

What is the most we will pay?

The most **we** will pay for any one claim under covers 1 to 15 is the amount it will cost **us** to replace all of **your contents** as new but subject to the following limits:-

- for any one valuable – £15,000
- for any one claim for valuables – £50,000
- for **money** – £500
- for **electronic data downloads** – £2,500
- for unspecified pedal cycles – £1,000 per cycle
- for specified pedal cycles – the value shown in **your Policy Schedule**

The most **we** will pay for any one claim under cover 16 is:-

- Personal Liability – £2,000,000
- Liability to domestic staff – £10,000,000
- Tenants Liability – £40,000

What is covered

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

Premier Contents at your home – what is covered

What is covered *continued*

11. Purchases made from Marks & Spencer whilst in transit from the store to **your home**.
12. Accidental loss of metered water.
13. Accidental loss of domestic heating oil.
14. Loss or damage to plants bushes, shrubs and trees while in the open within the boundaries of the land belonging to the **home**.
15. Loss or damage to **electronic data downloads** following loss or damage to **contents**.
16. Legal Liability Cover

Personal liability

We will pay up to £2,000,000 (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event, or one source, or original cause that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

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

Liability to domestic staff

We will pay up to £10,000,000 (which includes costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

Tenants liability (this applies if your home is rented)

We will pay up to £40,000 for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as tenant of the home in respect of:

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

For Home Insurance claims call:

0800 111 4901

Premier Contents at your home – what is not covered

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

What is not covered

- **Buildings** – Any part of the structure of **your home** including ceilings, decorations and fixtures and fittings, unless **you** are a tenant and **you** are responsible for these in **your** tenancy agreement.
- Business items – Items used for business or professional purposes, other than office equipment.
- Credit cards – Credit card financial losses if **your** credit card conditions have not been complied with.
- Data – The cost of remaking any data, information, programs, films or recordings created by or specifically for **you**.
- **Excess** – The amount of the **excess** shown in **your Policy Schedule**.
- Household removals
 - a) Loss or damage caused by scratching to **contents** whilst being moved by professional furniture removers
 - b) Loss of or damage to glass, mirrors, **money**, coins, jewellery, paintings, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind whilst being moved by professional furniture removers
- Living creatures – Any living creature.
- Maintenance – Any process of cleaning, repair or alteration.
- **Motorised vehicle or craft.**
- Pedal Cycles
 - Loss or damage:
 - a) to any pedal cycle worth over £1,000 unless it has been specified in **your Policy Schedule**
 - b) to tyres and accessories unless the pedal cycle is lost or damaged at the same time
 - c) by theft of any unattended pedal cycle, unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle.
 - d) while being used for racing, pacemaking or trials.
 - e) to cycles used for business purposes.
- Plants – Loss or damage caused by disease
- Theft – Theft or attempted theft from any nursing home or from any premises where **you** are temporarily residing whilst attending university or college, unless forcible and violent means are used to gain entry or exit.
- Anything shown under ‘General Exclusions – what is not covered’ on pages 18 & 19.
- Under cover 16. Legal Liability Cover – Anything shown under ‘Liability – What is not covered’ on page 26.

Contents away from your home – what is covered

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

This section should also be read in conjunction with ‘Contents away from your home – what is not covered’ below and the General exclusions on pages 18 & 19.

What is the most we will pay?

The most **we** will pay for any one claim is the cover limit **you** choose and this is shown in **your Policy Schedule**.

The following limits apply but are subject to the maximum amount of cover **you** have chosen and are not in addition to it:-

- for any one valuable – £15,000
- for any one claim for valuables – £50,000
- for **money** – £500
- for **electronic data downloads** – £2,500
- for unspecified pedal cycles – £1,000 per cycle
- for specified pedal cycles – the value shown in **your Policy Schedule**

What is covered

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

Contents away from your home – what is not covered

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

What is not covered

- Business items – Items used for business or professional purposes, other than office equipment.
- **Excess** – The amount of the **excess** shown in **your Policy Schedule**.
- Living creatures – Any living creature.
- Items in an unattended vehicle – Loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked
- **Motorised vehicle or craft.**
- Maintenance – Any process of cleaning, repair or alteration.
- Pedal Cycles
Loss or damage
 - a) to any pedal cycle worth over £1,000 unless it has been specified in **your Policy Schedule** and **you** have chosen to cover it away from home
 - b) to tyres and accessories unless the pedal cycle is lost or damaged at the same time

What is not covered *continued*

- c) by theft of any unattended pedal cycle, unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle.
 - d) while being used for racing, pace making or trials.
 - e) to cycles used for business purposes.
- Unattended Items – Loss of or damage to items not in the care, custody or control of **you, your family** or an authorised person.
 - Plants – Loss or damage to trees, plants, hedges or bushes.
 - Anything shown under ‘General exclusions – What is not covered’ on pages 18 & 19.

Liability – what is not covered

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

What is not covered

- Contracts – Agreements or contracts unless **you** were liable before **you** made the agreement or contract.
 - Dangerous Dogs – Owning or possessing or using a dog of one of the following breeds; Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed.
 - Disease – **You** passing on any illness or virus.
 - Employment – **Your** employment, business or profession.
 - Land elsewhere – Animals or property kept on land other than at **your home**.
- Legal action outside the United Kingdom, the Channel Islands or the Isle of Man – any action for damages brought in a court outside United Kingdom, the Channel Islands or the Isle of Man.
 - Lifts – use or ownership of lifts.
 - **Your** property – **your** legal liability does not cover loss of or damage to property belonging to **you**, or injury or illness suffered by **you**.
 - **Motorised vehicles or craft.**
 - Anything shown under ‘General exclusions – what is not covered’ on pages 18 & 19.

For Home Insurance claims call:

0800 111 4901

Making a claim

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

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

- take details of the loss or damage caused
- instruct an approved supplier to contact **you** if necessary
- where necessary arrange for someone to contact **you** by phone as soon as possible to discuss **your** claim

What you should do in an emergency

- Take any steps to prevent further damage to the property as soon as possible such as switching off gas, electricity and water supply
- Phone **our** 365 days a year 24 hour domestic helpline. By phoning **our** helpline a vetted tradesperson will be appointed to undertake any emergency repairs. **You** will remain responsible for any call out charges parts and cost of labour.
- If **you** have upgraded to Home Emergency Cover **we** will pay up to £1,000 towards the costs and fees covered by this section.
- Call **our** claims team who can discuss the claim with **you** and give **you** some practical advice.

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

Our promise

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

How we settle claims

We can choose to repair, reinstate or replace the lost or damaged property, however, **you** can decide to have a cash settlement instead.

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

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

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

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

Buildings

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

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

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

Contents and Contents away from your home

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

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

Excess

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

For **subsidence, heave** or **landslip** claims a £1,000 **excess** will be deducted from the claims settlement amount.

No claims discount

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

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

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

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

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

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

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

For Home Insurance claims call:

0800 111 4901

Claims conditions

These conditions apply throughout **your policy**.

For Home Emergency Cover and Legal Expenses separate conditions apply.

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

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

The first thing you must do:

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

As soon as possible **you** should:

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

What you must do after making your claim

- Tell **us** and provide full details in writing as soon as possible if someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them. **You** must also send **us** any writ, summons, letter of claim or other document as soon as possible.
- If **we** ask **you** must send **us** written details of **your** claim within 30 days.
- **You** must give **us** all the information, reports, plans and assistance that **we** may need in progressing **your** claim.

What you must not do

- Admit or deny any claim made by someone else against **you** or **your family** or make any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

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

Home Emergency Cover

If **you** have chosen Home Emergency Cover it will be shown in **your Policy Schedule** and **you** will be covered for **emergency repairs** to **your home** as shown below. Home Emergency Cover is arranged for **you** by M&S Home Insurance underwritten by Inter Partner Assistance S.A. Registered number: FC008998 and claims are handled by AXA Assistance UK Ltd.

What we mean

The meaning of the words shown on pages 14 & 15 of this Policy Wording also apply to this section, apart from the words **We/Us/Our/Insurer** which have a different meaning. Each time **we** use one of the words listed below it will have the same meaning wherever it appears in the Home Emergency Cover section.

Approved contractor

A person, company or organisation approved by **us** or **our** claims administrators.

Claims administrators

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

Emergency/Emergencies

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

- Make **your home** unsafe or insecure for its occupants or any third party, or
- Create a risk of loss or damage to **your home** or its **contents**, or
- Leave **your home** without **essential services**.

Emergency repair

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

Essential services

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

Geographical limits

United Kingdom, Isle of Man and the Channel Islands.

Permanent repair

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

We/Us/Our/Insurer

Inter Partner Assistance SA. Registered No. FC008998. Registered office The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Authorised by The Commission Bancaire, Financiere et Des Assurances (the Banking, Finance and Insurance Commission) in Belgium and regulated by the Financial Services Authority in the United Kingdom.

Home Emergency Cover

What is covered

You are covered for the following **emergencies** which happen within **the geographical limits**.

1. Sudden and unexpected roofing problems such as leaks or tiles blown off during a storm or bad weather.
2. Blockages in the toilet waste pipes.
3. Plumbing problems related to leaking pipes, blocked drains, water tanks or leaking radiators.
4. Failure of the central heating system or boiler.
5. Failure of gas or electricity at **your home**.
6. Failure of the hot water system.
7. Loss of all keys needed to get into **your home**, not including garages or **outbuildings**.
8. Broken or damaged windows and doors that are a security risk.
9. Alternative accommodation and transport to **your** alternative accommodation if necessary, up to £250 per incident if **you** cannot stay in **your home** overnight because it is uninhabitable.

What is not covered

- Any emergency which happens before the start of **your** Home Emergency Cover.
- Any loss or damage arising from circumstances that **you** were aware of at the start of **your** Home Emergency Cover.
- Any loss or damage caused by or resulting from equipment failing to correctly recognise or respond to any date.
- Any loss or damage caused by a boiler or heating system which has not been properly maintained or which is over 15 years old.
- Any items that need repairing as result of normal use such as replacement light bulbs and fuses in plugs.
- The cost of replacing parts due to natural wear and tear.
- Any leaking or dripping tap that needs a new washer or needs to be replaced, outside overflows, replacement cylinders, tanks, radiators and sanitaryware (baths, sinks or toilets).
- Burst or leaking flexible hoses, or leaking washing appliances.
- Water-supply pipes outside **your home**.
- Breakdown of or loss or damage to any domestic appliances, saniflow toilets or any mechanical equipment.
- Damage to boundary walls, hedges, fences or gates.

For Home Emergency Cover claims call:

0800 121 4074

Home Emergency Cover

What is not covered *continued*

- Loss or damage arising from the utility company deliberately disconnecting or interrupting the main services or any equipment they are responsible for.
- Any damage or failure caused by malicious or wilful action, negligence, misuse, interference or faulty workmanship, including any attempted repair which does not meet industry standards.
- Any loss arising from **subsidence** caused by new structures, demolition, structural repairs or alternations to the property, faulty workmanship or using faulty material, or river or coastal erosion.
- Any loss or damage as a result of vermin either within or outside **your home**.
- Any loss, damage or liability whatsoever resulting directly, or indirectly from, or in connection with, any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Your responsibilities under this section

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

Our responsibilities under this section

1. When **you** contact **us** to advise **us** of the **emergency** we will tell **you** how to protect **your home**.
2. We will arrange for an **approved contractor** to carry out an **emergency repair**, or a permanent repair if it is a similar price, up to a maximum of £1,000.
This price will include:
 - VAT
 - Call out charges
 - Labour
 - Parts and materials.
3. **We** will only provide Home Emergency Cover to the owner of **your home**, tenanted properties are not covered.

Home Emergency Cover

4. There may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repairs.
5. If the parts needed to carry out either an **emergency** or **permanent repair** are no longer available **we** will ensure that **your home** is safe. **We** will advise **you** of the parts that are unavailable and, if required, **our approved contractor** will provide **you** with a quotation for a suitable replacement.
6. If any loss, damage or expense covered under this insurance **policy** is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** proportionate share of any claim.

How to make a home emergency claim

Call AXA Assistance UK Ltd
on 0800 121 4074

If **you** have a query please call **us** or write to **us** at:

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

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

For Home Emergency Cover claims call:

0800 121 4074

Legal Expenses

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

Definitions

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

Appointed representative

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

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

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

Full enquiry

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

Home

Your permanent private residence as shown in **your** Policy Schedule, within the **territorial limits**.

Insured incident

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

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

Legal proceedings

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

Medical treatment

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

Period of insurance

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

Prospects of success

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

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

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

Legal Expenses

Standard costs and expenses

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

Territorial limits

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

We/Us/Our

Inter Partner Assistance SA. Registered Office: The Quadrangle 106-118 Station Road, Redhill Surrey RH1 1PR. Registered No. FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire Financiere et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK. Cover is administered by Arc Legal Assistance Limited

You/Your

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

Cover

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

- a. the insured incident occurs within the **territorial limits** and **period of Insurance**
- b. any **legal proceedings** will be conducted within the **territorial limits**
- c. **prospects of success** exist for the duration of the claim
- d. in respect of any appeal or defence of an appeal, it has been reported to **us** at least 10 working days prior to the deadline for any appeal
- e. the maximum amount **we** will pay for **costs and expenses** in respect of any or all claims arising from one cause is £50,000.
- f. **You** report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date **you** knew or should have known about the insured incident.

For Legal Expenses claims call:

0800 121 4075

Legal Expenses

What is covered

1. Personal Injury
 - a) An event which causes death or bodily injury to **you**.
 - b) Physical damage to **your** personal belongings due to an event which caused death or bodily injury to **you**.
 - c) **Medical treatment** which causes death or bodily injury to **you**.
2. Consumer disputes
 - a) A dispute regarding an agreement for the sale, purchase, or hire of any goods, or services by **you** in a personal capacity.
 - b) A breach of **your** rights under Section 13 of the Data Protection Act 1998.
3. Property Disputes
 - a) A dispute relating to:
 - the interference of **your** use, enjoyment or right over **your home**
 - physical damage to **your home**.
- b) A dispute regarding an agreement for the sale or purchase of **your** main private residence.
- c) A dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your home**.
4. Employment disputes. A dispute with **your** employer regarding **your** contract of employment or a breach of **your** legal rights under employment laws.
5. Tax Disputes. A **full enquiry** carried out by HM Revenue and Customs following the submission of **your** personal self-assessment tax return. **We** will negotiate with HM Revenue and Customs on **your** behalf and represent **you** in any appeal proceedings in the event that agreement is not reached by negotiation.
6. Motor Prosecution. Defend a motoring prosecution as long as the offence occurred within the **period of insurance**.

What is not covered

- Personal Injury/ any claim relating to:
 - a) a motor vehicle whilst **you** are driving
 - b) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
 - Consumer disputes. Any claim:
 - a) where the amount in dispute is less than £125
 - b) where the agreement was made before cover under this section
- c) in relation to extending, altering or renovating buildings or parts of them
 - d) relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under Section conditions 6 and 7 of this section.

Legal Expenses

What is not covered *continued*

- Property Disputes – Any claim:
 - a) in relation to extending, altering or renovating buildings or parts of them
 - b) relating to **subsidence, heave, landslip**, mining or quarrying
 - c) relating to planning law including town and country planning legislation
 - d) in respect of the defence of a claim relating to damage to **your home**, other than defending a counter-claim
 - e) where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made
 - f) relating to rent, service charges, or renewal of the tenancy
 - g) in respect of the defence of a claim other than defending a counter-claim
- Employment Disputes – Any claim:
 - a) relating solely to personal injury
 - b) involving disciplinary investigatory or grievance procedures or the costs associated with any compromise agreement
- Tax Disputes – Any claim:
 - a) if **you** are self-employed or in a business partnership
 - b) in respect of any claim arising from an investigation by HM Revenue and Customs Special Compliance Office
 - c) for enquiries which are limited to one or more specific aspects of **your** personal self-assessment tax return.
- Motor Prosecution – Any claim:
 - a) where **you** were driving a motor vehicle without a valid licence and/or insurance
 - b) involving parking or obstruction offences
 - c) where **you** are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.

Making a Legal Expenses Claim

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

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

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

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

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

For Legal Expenses claims call:

0800 121 4075

Legal Expenses

Section exclusions

The cover under this section will not apply in the following circumstances.

Also refer to the general exclusions shown on pages 18 & 19.

- If **you** do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if **you** can claim under another policy.
- Costs and expenses incurred prior to **our** written acceptance of a claim.
- Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**.
- Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- Any claim deliberately or intentionally caused by **you**.
- Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters.
- Any claim in respect of libel and slander.
- A dispute with **us** other than as catered for in section conditions 6 and 7 of this section.
- Any claim relating to work by or under the order of government, public or local authority.
- An application for judicial review.
- Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- The amount of **costs and expenses** in excess of **our standard costs and expenses** where **you** have decided to use an **appointed representative** of **your** own choice.
- Any claim relating to dispute with suppliers of financial products or services or disputes relating to new areas of law, test cases or class actions.

Section conditions

The following conditions apply to this section. Also refer to the general conditions shown on page 16.

1. Claims – your responsibilities.

You must report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date that **you** knew or should have known about the insured incident.

2. Claims – legal representation.

- a) On acceptance of a claim, if appropriate, **we** will appoint an **appointed representative**. Unless a conflict of interest arises **you** are not covered for any legal advisers costs other than those incurred by **our** panel solicitor or their agents authorised by **us** prior to the start of court proceedings.
- b) If it is necessary to start court proceedings or there is a conflict of interest, **you** are free to nominate an **appointed representative** by sending to **us** the name and address of the suitably qualified person.
- c) If **we** do not agree to **your** choice of **appointed representative** under condition 2b) above, **you** may choose another suitably qualified person.
- d) If there is still a disagreement with regard to the **appointed representative**, **we** will ask the President of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e) In all other circumstances **we** will be free to choose an **appointed representative**.

Legal Expenses

- f) An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment

3. Claims – Our rights and your responsibilities

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

4. Discontinuance of a claim.

If **you**:

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

- c) dismiss an **appointed representative** without **our** prior consent.

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

5. Recoveries –

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

6. Disputes –

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

7. Arbitration –

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

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

Complaints Procedure

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

Step one – making your complaint

If it is about **your policy** please call **us** on 0800 121 4070

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

In either case, if **you** wish to provide written details then please ensure that **you** provide the following details in addition to **your** complaint:

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

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

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

Step two – contacting our Head of Customer Relations

Please write to:
Head of Customer Relations
M&S Home Insurance
Civic Drive
Ipswich
IP1 2AN
Tel: 0800 121 4078
Fax: 01473 205101

If your complaint is about Home Emergency Cover then please write to:

The Quality Manager
AXA Assistance UK Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
E-mail: homeemergencycomplaints@axa-assistance.co.uk

If your complaint is about Legal Expenses then please write to:

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD
Phone: 0844 770 9000

Step three – beyond Customer Relations

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

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

The Ombudsman can be contacted at:
Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Fax: 020 7964 1001

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

Our promise to **you**

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

Telephone calls may be recorded and monitored.

Contracts (Rights of Third Parties) Act 1999

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

The Financial Services Compensation Scheme (FSCS)

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

FSCS
7th Floor
Lloyds Chambers
Portsoken Street
London
E1 8BN

Telephone Recording

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

Useful telephone numbers

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

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

0800 121 4070

For Home Insurance claims

0800 111 4901

For Home Emergency claims

0800 121 4074

For Legal Expenses claims

0800 121 4075

For legal advice

0800 121 4075

Marks & Spencer Money and Your M&S are trading names of Marks and Spencer Financial Services plc. Registered in England No 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. The above company is a wholly owned subsidiary of HSBC Bank plc. Marks & Spencer, M&S Money and Your M&S are registered trademarks of Marks and Spencer plc and used under licence.

M&S Home Insurance policies are underwritten and administered by AXA Insurance UK plc. Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD A member of the AXA Group of Companies. Marks and Spencer Financial Services plc and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority.

Home Emergency Cover is underwritten by Inter Partner Assistance SA, registered no. FC008998, with its registered office at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK. The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London, E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk.