

HOME EXCESS INSURANCE

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying **certificate of insurance**.

This policy is administered by Nice 1 Limited of Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Nice 1 Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 650309). Its registered office is at Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Registered in England No. 6082902

INSURER

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request. **Our** FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

WHAT MAKES UP THIS POLICY?

These **home excess insurance policy** terms and conditions and **your certificate of insurance** form **your** insurance contract.

COOLING OFF PERIOD

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

We may cancel this policy by giving **you** at least 14 days notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

JURISDICTION AND LAW

This **home excess insurance policy** is governed by the laws of England and Wales.

DEMANDS AND NEEDS

This **home excess insurance policy** meets the demands and needs of a **policyholder** seeking to protect the **excess** they are liable for following a successful fault-based claim under their **home insurance policy**.

DEFINITIONS

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

Annual aggregate limit means the total amount of cover **you** have bought under **your home excess insurance policy** as stated in **your certificate of insurance**.

Attachment date means the date that this policy of insurance started.

Certificate of insurance means the document that contains the name of the **policyholder** and gives details of the cover and **period of insurance** provided by this **home excess insurance policy** and the **home** to which this cover relates.

Excess means the amount that is deducted from **your** settled claim under **your home insurance policy**. The **excess** is the first part of any payment of a claim. Payment of the **excess** will not include any administration or other fees which **you** may be charged by **your insurer** under **your main insurance Policy**. Such fees are not recoverable under **your home excess insurance policy**.

Home means **your** main permanent place of residence in the **United Kingdom**.

Home excess insurance policy means this insurance policy together with the respective **certificate of insurance**.

Home insurance policy means an insurance policy provided by an authorised UK insurer which must include buildings insurance, where the outside of the **main residence** is covered, and contents of **your main residence** are insured against theft and damage.

Main Residence is where **your** family resides in the **United Kingdom** where **you** are on the electoral roll and is the residence **you** spend most time.

Period of Insurance means the period for which **we** have accepted the premium as stated in **your certificate of insurance**.

Third party: a person or company liable to **you** in respect of a claim.

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Waived or reimbursed means where a **third party** has already made good the **excess**

We/Us/Our means Inter Partner Assistance (the insurer) and AXA Assistance (UK) Ltd (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH11PR.

You/your/policyholder means the person whose name appears on the **certificate of insurance** of this **home excess insurance policy**.

WHAT IS COVERED?

We will pay **you** an amount equal to the **excess** in relation to each settled claim on **your home insurance policy** up to the **annual aggregate limit** in respect of claims arising from accidental damage, fire, theft, flood or vandalism. This **home excess insurance policy** covers one **main residence** only. There are various levels of cover available, please refer to **your certificate of insurance** for **your annual aggregate limit**.

You are eligible for cover if:

- **You** are a person who is permanently resident in the **United Kingdom**.

This Policy will continue to respond for the **period of insurance** or until **your** chosen level of indemnity is exhausted whichever comes first. **You** will then be liable for all and any future **excess** payments as defined in **your home insurance policy**. Please refer to **your certificate of insurance** to check the **annual aggregate limit you** have chosen.

GENERAL CONDITIONS

1. The **home insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**.
2. **Your** name must be stated as the **policyholder** in the **certificate of insurance** and as the **policyholder** on **your home insurance policy**.
3. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining cover or making a claim under this **home excess insurance policy** this policy will be void, no claims will be paid and no refund of premium will be given.
4. If **you** are covered by any other insurance for the **excess** payable, which results in a valid claim under that policy, **we** will only pay **our** proportionate share of the claim.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **You** must be permanently resident in the **United Kingdom** at the time of purchase of this **home excess insurance policy**.

7. In the event **we** pay a claim under any cover provided by this insurance that may be recoverable from a **third party**, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from the **third party**.
8. This insurance contract is between **you** and **us**. Any person or company who is not party to this **home excess insurance policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.
9. **We** may cancel this **home excess insurance policy** by giving **you** 14 days notice by recorded delivery to **your** last known address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.
10. Cover is provided for **your main residence**.
11. The **policyholder** as stated on the **certificate of insurance** must match the lead name of the individual on the **home insurance policy** that has responded and to which this policy will respond to the amount of the **excess**.
12. Only when the **excess** of the current and valid **home insurance policy** is exceeded and following the successful claim payment will this policy respond.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Claims for **excess** that do not arise from a **home insurance policy**.
2. **We** will not reimburse **you** for any claim **you** make under this **home excess insurance policy** within the first 30 days immediately following the start date of cover unless this insurance was taken out at the same time as **your home insurance policy** or this insurance was purchased by **you** at the time of renewal of **your** previous **home excess insurance policy**.
3. Claims where the **excess** is **waived or reimbursed** by a **third party** or not exceeded.
4. Claims which took place outside the **period of insurance** of this **home excess insurance policy**.
5. Claims notified to **us** more than 6 months following the settlement of a claim under **your home insurance policy** or by a **third party**.
6. **Excess** payments in respect of claims refused by **your home insurance policy**
7. Any contribution or deduction from **your settled claim** under **your home insurance policy** other than the stated policy **excess** for which **you** have been made liable.
8. Where the property concerned is not specified in **your home insurance policy** or is not **your main residence**.
9. Any losses caused by war, revolution or any similar event.
10. Any losses caused by: ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

HOW TO MAKE A CLAIM

Your claim will be handled by AXA Assistance (UK) Ltd. To make a claim **we** will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

1. Scheme Code: 10050
2. Evidence the **excess** amount has been paid to **your** home insurer following **your** claim
3. Evidence that **your** claim with **your home insurer** has been settled.
4. Certificate of **home insurance policy** that **you** have paid the **excess** on.
5. The certificate of **home excess insurance policy** or documentation detailing **excess** cover

• Via the internet:

Visit **our** claims web site: <https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

Or

If you do not have the internet:

Please call AXA Assistance (UK) Ltd on 0345 600 0034 to notify **your** claim. Some initial details will be taken and **you** will then be sent a claim form by post to complete and return to **us** along with supporting documentation that will be specified to **you**.

Written notice of accidents, proceedings or any other events that may give rise to a claim must be given to **us** within 6 months of the date of incident.

Our internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if **you** contact **us** by phone, which could result in delays of **your** claim being settled.

FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

CANCELLATION – YOUR RIGHTS

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a full refund of **your** premium, provided **you** have not made any claims.

If **you** cancel the policy outside the 14-day period **you** will receive a refund of **your** premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

CANCELLATION – OUR RIGHTS

We may cancel this policy by giving **you** at least 14 days written notice at **your** last known address for the following reasons;

- If **you** fail to make payment of premiums we will send **you** a reminder to do so. If **we** do not receive payment after two reminders **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;

- **We** may cancel this policy without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

If **we** exercise **our** rights to cancel the policy under this section, **we** will refund the premium paid proportionate to the remaining period of insurance, provided **you** have not made any claims.

We reserve the right to refuse renewal of any individual policy.

We may cancel this policy 'with immediate effect if:

- **You** make or try to make a fraudulent claim under **your** policy;

- **You** are abusive or threatening towards **our** staff;

- **You** repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation.

RENEWAL PROCESS

Your insurance broker will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let **your** insurance broker know at least 15 days before **your** renewal date.

COMPLAINTS PROCEDURE

We do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, please contact: The Quality Manager, Inter Partner Assistance SA, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey, UK. RH1 1PR. Telephone: 01737 815 215 or email quality.assurance@axa-assistance.co.uk

If **we** have given **you** **our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is: Exchange Tower, London E14 9SR. Telephone 0800 023 4567.

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

COMPENSATION SCHEME

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. Further information can be obtained from the website www.fscs.org.uk

DATA PROTECTION

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include: a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy, b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance **excess** claims service, for fraud

prevention, to collect payments, and otherwise as required or permitted by applicable law; c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control; d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **excess** claim, which **you** have provided for the purpose of validating **your** claim; and e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide us with details of other individuals, you agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in our website privacy notice – see below). Please let us know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

ALTERNATIVE FORMAT

Please contact **your** supplying broker if **you** would like to receive this information in an alternative format such as large print, audio or Braille.