



Homebuild

Building Under Construction Insurance Policy

NI



March 2008

Be Life Confident

**In the event of a claim
please call our 24 hour
claims helpline on:**

0800 282823

Caring for you

There may be times when you feel you do not receive the service you expect from us. This is our complaints process to help you.

- For a complaint about your policy, write to AXA Insurance, Customer Care, Freepost Bel 2531, Belfast BT1 1BR. If you are unhappy with the way we have dealt with your complaint, you may be able to refer to: the Financial Service Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: (0845) 080 1800. Fax: (020) 7964 1001.
- For a complaint about your claim, contact our claims action line on 0800 28 28 23. If we cannot sort out your complaint, you can contact our Customer care Department on 0800 039 1970 or: e-mail: axacustomer care@axa.ie.

Our promise to you

- We will reply to your complaint within five days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

Caring for you	1
Introduction to your policy	3
Definitions in this policy	4
How we settle claims	5
Insurance for your building	
What is covered	6
General exclusions (What is not covered)	6
Conditions which apply to the whole policy	9
No claims discount	12
How to make a claim	13
Important telephone numbers	14
Endorsements	14

Homebuild

Policy Document



Introduction

Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us.

The insurer with which your contract will be concluded is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Northern Ireland law apply.

The cover you have bought has many benefits to provide you with peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are detailed in this document.

Please read your policy carefully and keep it in a safe place.

Your policy consists of

- the policy wording in this booklet
- the schedule (which has your details, the cover applicable, sums Insured excesses and period of insurance).
- Any endorsement applicable (a document which amends the policy wording)

Providing you have paid or agreed to pay the premium AXA Insurance Limited will in the event of loss or damage happening during the period of insurance provide insurance as described in the following pages for those causes you have chosen.

On behalf of AXA Insurance Limited

Chief Executive

AXA Insurance Limited

Registered Number 136155

Registered Office Wolfe Tone House , Wolfe Tone Street, Dublin 1

Definitions in this policy

The following words have the same meaning wherever used in the policy or schedule.

We/Our/Us/Company

AXA Insurance Limited.

You/Your/The Insured

The person(s) named as the policyholder in the schedule.

The schedule

The schedule is part of your policy and it includes details of the insured, the effective dates of insurance and the property insured.

The period of insurance

The period for which we have accepted your first or renewal premium.

Endorsement

An alteration to the terms of the policy

Excess

The first part of any claim which you have to pay.

The buildings

means the building detailed in the schedule whilst in the course of erection and completion or renovation being the only building so situate and in which the Insured has an interest. Unless otherwise stated the building herein referred to is or will be of brick stone or concrete and roofed with slates tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients

Private residence

The private residence shown in the schedule. The private residence means a self contained private dwelling house bungalow maisonette or flat within a block of flats or complex.

How we settle claims

Will we take off an amount for wear and tear?

Buildings

We will pay either:

- a the cost of rebuilding or replacement; or
- b the cost of repair or restoration.

In each case we will make sure the buildings are to a condition equivalent or substantially the same but not better or more extensive than its condition when new.

If the sum insured on buildings at the time of the insured loss or damage is less than the cost of rebuilding as new, you will have to pay the difference. We will only pay our share of the loss or damage which the sum insured bears to the cost.

If we need to take off an amount for wear and tear, we will compare the cost of rebuilding the property as new, less the allowance for wear and tear with your actual sum insured. We will only pay our share of the loss or damage which your sum insured bears to the cost of rebuilding.

The cost of rebuilding is not necessarily the market value of the property.

If any loss or damage is covered by any other insurance we will not pay more than our rateable proportion.

Other insurance policies

The rebuilding sum insured is subject to a policy condition. Please refer to condition 9 on page 11 of this policy.

Insurance for your building (what is covered)

Please look at your policy schedule to see the cover you have chosen.

Causes

1. **Fire** but excluding damage caused by
 - (a) explosion resulting from fire
 - (b) earthquake or subterranean fire
 - (c) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat

Lightning

Explosion

- (a) of boilers
- (b) of gas

Used for domestic purposes only but excluding damage caused by earthquake or subterranean fire

2. **Storm** or flood excluding
 - (a) Damage attributable solely to change in the water table level
 - (b) Damage by frost, subsidence, ground heave or landslip
 - (c) Damage in respect of movable property in the open, fences, gates

General exclusions (What is not covered)

General exclusions

These exclusions apply to the whole policy.

1. **Sonic bangs**

We will not pay for loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

2. **Radioactive contamination**

We will not pay for any loss, damage or legal liability arising, directly or indirectly, from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

3. *War and terrorism exclusion*

Despite any other condition in this insurance or any endorsement that may apply, we will not be liable for loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following.

- a War, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c Any act of terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

This exclusion also does not cover liability, loss, damage, costs or expense resulting from any action taken to control or prevent a, b or c above.

If we say that we will not cover a claim for these reasons, you must prove otherwise if you want us to pay a claim.

If any part of this exclusion is not valid or cannot be enforced, the other parts will still be effective.

4. *Excess*

We will not pay the first £400 of any claim (unless otherwise stated in the policy or schedule).

5. *Date change exclusion*

We will not pay for any loss of or damage to any computer equipment, software or microchip-controlled electrical appliance you own or control, or for any data lost from any computer, software, database or similar equipment, caused by or arising from that equipment failing to treat any calendar date as the correct date.

6. *Risks to computers*

This policy does not apply to liability, loss, damage, costs or expense directly or indirectly caused by or in connection with:

- a the loss or alteration of or damage to; or**
- b a reduction in how a system works of**
 - a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.**

Conditions which apply to the whole Policy

You must keep to the following conditions to have the full protection of your policy.

1 Changes that may effect your insurance

You must tell us immediately if there are any changes that may affect your insurance, such as the following:

- You change your address where you normally live
- You structurally alter your home or build an extension.
- Your home is used for business or as a holiday home.
- Your building becomes unoccupied or does not contain enough furniture for normal living purposes.
- Your home is let to tenants or shared with lodgers.
- You have been declared bankrupt or been convicted of any offence or have a prosecution pending other than a driving offence.

We may reassess your cover and premium either immediately or at your next renewal date depending on the information you provide.

This is not a complete list. If you are unsure whether a change will affect your cover you should contact us.

2 Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to protect your property from loss or damage. You must keep all your property in good condition.

3 Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

The action we can take on top of our other rights are listed below.

- We will not pay a claim.

- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void. (In other words, it will end without you receiving any benefit.)
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.
- We will not return your premium.
- We may let the appropriate law enforcement authority know about the circumstances.

4 Claims

a Reporting a claim

- 1 You or your personal representatives must, as soon as is reasonably possible, report any incident which may lead to a claim under the policy. You can phone us on 0800 28 28 23.
- 2 If the loss or damage involves theft or malicious damage, you must tell the relevant police authority immediately.
- 3 You must take all reasonable steps to get back the missing property.
- 4 You must immediately send us any writ, summons, letter, claim or other document.
- 5 You must provide, within 60 days, any details of your claim we ask for in writing.
- 6 You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.

b Dealing with the claim

- 1 You must not admit any claim made by someone else against you or make any agreement with them.
- 2 We have the right to negotiate, settle or defend any claim in your name and on your behalf.
- 3 You must not abandon any property to us for us to deal with.

5 Cancellation

a If you cancel the policy

You may cancel the policy at any time by giving us written notice. We will refund a percentage of your premium to cover the period of the policy left to run.

b If we cancel the policy

We may cancel your policy by sending you seven days' notice by registered letter to your last known address. We will refund a percentage of your premium depending on the period of the policy left to run.

c Cooling-off period

If you are unhappy with your new policy, you can cancel within 14 days by giving notice in writing. We will refund all the premium you paid provided no claims have occurred under the policy.

6 Arbitration

If a dispute arises under this policy, it should be referred to an arbitrator that you and we will both appoint. If we cannot agree on an arbitrator, the president of the incorporated law society will be asked to appoint the arbitrator. If you dispute any decision we make under this policy, you must do so within 12 months of our decision. If not, we will assume that you do not want to take the matter further. The decision of the arbitrator will be binding on you and us.

7 Your obligation to keep to the terms and conditions of the policy

This policy will only apply if:

- a you keep to the terms, conditions and endorsements and the statements and answers in the proposal form are true; and
- b as far as you know, the statements made and the information given to us, which form the basis of the contract, are complete and correct.

8 Payments

Any money paid under this policy will be paid in sterling in Northern Ireland.

9 The value of your buildings

You must, at all times, keep the sum insured at a level which represents the full value of the insured building. This means the estimated cost of rebuilding if the completed building was totally destroyed.

This is not necessarily the market value of the building.

10 Premium adjustments

If a change to your policy results in an extra premium of less than £12, we will not charge you.

If a change to your policy results in a refund of premium of less than £12, we will not refund the amount.

11 Unoccupancy

If any accommodation forming part of the building is unoccupied for 40 days in a row or more, you must make sure that:

- a the gas, electricity and water are turned off at the mains and the water and heating systems are drained; and
- b you visit the premises at least once every seven days.

No claims discount

For the purpose of working out the no-claims discount, a period of insurance is one continuous year between the beginning of the policy and the renewal date shown in your schedule or between consecutive renewal dates.

If you have consecutive periods of insurance with us without any incident which may give rise to a claim, we will reduce your premium when you renew the policy in line with our discount scale that applies at the renewal date. We will give you details if you need them.

If during a period of insurance incidents happen giving rise to claims under the policy, we will reduce the no-claims discount to 0%.

If we agree to transfer the interest of the policy to someone else, we will not transfer any no-claims discount earned.

How to make a claim

You should

1. Check that the cause of the loss or damage is covered. The policy contains details of what is covered and how claims are settled.
2. Follow the conditions set out in the policy.
3. Advise us by phone on **0800 282823**.
4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make your private residence weather proof (if for example the roof has been damaged) can be put in hand immediately but retain the bills as the cost may well form part of your claim. However we should be given an opportunity of inspecting the damage before permanent repairs are commenced.

We will

1. where necessary, arrange for someone to call as soon as possible. This person will be one of our own claims staff or an independent chartered loss adjuster appointed to discuss your claim.
2. In other cases let you know if we need any more information.

Claims

0800 282823

In the event of you needing to make a claim , call the above number which is open 24 hours.

Endorsements (Amendments to the standard policy wording)

The following endorsement(s) apply only if specified in the policy schedule.

1615 - Restricting cover to fire only

The liability of the company is restricted to damage arising from cause 1 only (Fire, lightning or explosion).

Questions, problems? We're here to help.

- ➔ If you have questions or problems, contact your local AXA Insurance branch or phone your broker.
- ➔ For help with claims, ring us on **0800 282823.**

Issued by



AXA Insurance Limited, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155.
For your own security and to help us improve customer satisfaction, we may record or monitor phone calls.
AXA Insurance Limited is regulated by the Financial Regulator and is obliged to comply with the insurance conduct of business rules issued by the Financial Services Authority.

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