

AXA Exclusive

Your policy booklet

**Home Buildings and
Contents Insurance**



April 2021



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Your policy



Welcome to your AXA Exclusive home insurance **policy** and thank you for choosing AXA Insurance UK plc. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

The information you have given forms part of the contract of insurance with us.

Your **policy** is evidence of that contract. You should read it carefully and keep it in a safe place.

In return for having accepted your premium we will provide insurance as described in the following pages and referred to in your schedule. Any injury loss or damage must happen in the **period of insurance**.

Important information

We recommend that you read this policy booklet in conjunction with your schedule to make sure that it meets with your needs. Should you have any questions please contact us or your Insurance Intermediary.

Please read the complaints procedure in the Making a complaint section.

There is a separate complaints procedure for Home assistance and Family legal protection within those sections.

We have designed your policy booklet to help you understand the cover provided. You will find on many pages the following headings:

✓ **What is covered**

These sections give detailed information on the insurance provided and must be read with '**What is not covered**' at all times.

✗ **What is not covered**

These sections draw your attention to what is not included in your **policy**.

The law which applies to this policy

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

To help you further...

*We have included some explanatory notes in your **policy**. These are printed in italics.*

Definitions

This section provides only a brief summary of the AXA Exclusive cover available to you. For full details please refer to the policy booklet or ask your Insurance Agent.

These definitions apply throughout the policy booklet apart from the Identity theft, Home assistance and Family legal protection sections where separate definitions apply.

Where we explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in the **policy**. The terms **we**, **us**, **our**, **you**, and **your** also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

We list the definitions alphabetically.

Buildings

The structure of the **home** including fixtures and fittings and the following if they form part of the property:

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues
- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- inspection hatches and covers all supplying your **home**
- **outbuildings**.

Contents

You can find the full definition of contents in the Contents – worldwide section in this policy booklet.

Domestic staff

A person permanently residing with you employed to carry out domestic duties associated with the **home** who you do not employ in any capacity connected with any business trade or profession.

For the purpose of Contents worldwide – cover 12 Liability to domestic staff any reference to domestic staff includes domestic staff not residing with you.

Endorsement(s)

A change to the terms of the **policy** as shown under endorsements in your schedule.

Excess

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

Family/they

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

Heave

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

Home

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

Landslip

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

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings but not including caravans, mobile homes or motor homes which do not form part of the structure of the main building of the **home**.

Period of insurance

The dates shown in your schedule.

Policy

Your policy booklet and most recent schedule which includes any **endorsement(s)**.

Settlement

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

Storm

A period of violent weather defined as:

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

* Equivalent to storm force 10 on the Beaufort Scale

Subsidence

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

Definitions *continued*

Unfurnished

Without sufficient furniture and furnishings for normal living purposes for more than 60 consecutive days.

Unoccupied

Not lived in and not occupied overnight by you or your **family** or a person authorised by you for more than 60 consecutive days.

Vehicles or craft

- 1 Electrically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, quad bikes and children's quad bikes.
- 2 Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
- 3 Trailers, carts, wagons, caravans and horse boxes.
- 4 Parts, accessories (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to your home.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles, and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

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

We/us/our

AXA Insurance UK plc.

You/your

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

General conditions

These conditions apply throughout your **policy**. For Identity theft, Home assistance and Family legal protection sections additional conditions apply.

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

If you or your **family** do not comply with them we may take one or more of the following actions:

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

1 Providing accurate and complete information

When taking out, renewing or making changes to this **policy**, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your **policy** was accurate and complete.

2 Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact or schedule changes during the **period of insurance**.

Examples of changes we must be made aware of are:

- change of address
- structural alterations to your **home**
- if you or your **family** intend to let or sublet 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**
- if your **home** is no longer occupied solely by you or your **family**
- if you or your **family** have been declared bankrupt or been subject to bankruptcy proceedings
- if you or your **family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

General conditions *continued*

We will then tell you if there will be any change to your insurance premium and/or any change in the terms to your **policy**.

You must ensure that you provide accurate and complete information when asked questions about the changes in your circumstances.

3 Maximum limits

a The value of your **contents**.

You must notify us as soon as possible if the full replacement value of your **contents** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full replacement value of your **contents**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **contents** shown on your schedule only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **contents** other than **fine art antiques and collectables** means the current cost as new. For **fine art antiques and collectables** the full replacement value means the cost you paid or current market value whichever is the greater.

If the full replacement value of your **contents** exceeds the amount shown in your schedule, the cover under the **policy** will no longer meet your needs.

b The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule.

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

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

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

4 Taking care of your property

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

You must maintain the property insured in good repair.

5 Dual insurance

If any injury, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance we will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.

6 Cancelling the policy

Statutory cancellation rights

You may cancel this **policy** within 14 days of receiving the **policy** documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or by writing to us at the following address during the cancellation period:

AXA Personal Lines Customer Service,
PO Box 7072
Willenhall
WV1 9ZU

If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

General conditions *continued*

Cancellation outside the statutory period

You may cancel this **policy** at any time by giving us prior written notice to the above address.

As long as you have not incurred eligible claims during the period we 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, provided this amount exceeds £15. If the amount is less than £15 then no refund will be payable.

If you are paying by instalments, your instalments will end and if you incur eligible claims you will either have to continue with the instalment 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 pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

Cancellation by us

We reserve the right to cancel your **policy** when there is a valid reason to do so.

Valid reasons include:

- You provide us with inaccurate or incomplete information. Please see General condition '1 Providing accurate and complete information' for further information.
- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition '2 Changes in your circumstances' for further information.
- You act in a fraudulent manner. Please see the 'Claims conditions' section set out on pages 17 & 18 for further information.
- You fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment of premiums' for further information.
- You use threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your **policy** we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your policy and any premium refund will be calculated in accordance with General condition '6 Cancelling your cover'.

If we cancel your **policy** because you have acted in a fraudulent manner we may not return any premium paid by you for the policy and we may not provide any prior written notice.

Non-payment of premiums

We reserve the right to cancel this **policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if you are paying by instalments.

If we are unable to collect a payment by instalments we will use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the **policy**.

General exclusions

These exclusions apply throughout your **policy**.

We will not pay for:

1 Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

2 Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3 Reduction in market value

Any reduction in market value of any property (except **fine arts antiques and collectables**) following its repair or reinstatement.

4 Confiscation

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

Exclusions 1–4 above do not apply to:

- Contents worldwide cover 10 Occupiers and Public liability.
- Buildings cover 10 Property owner's liability.
- Contents worldwide cover 12 Liability to **domestic staff**.
- Contents worldwide cover 13 Tenant's liability.

5 Radioactive contamination

- a Loss or damage to any property or any loss or expense resulting or arising therefrom or any other loss, damage or additional expense following on from the event for which you are claiming and
- b Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

General exclusions *continued*

6 War risks

Any loss, damage or liability occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

7 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 thereto.

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 hereunder.

8 Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a a sudden and unforeseen and identifiable incident
- b leakage of oil from a domestic oil installation at your **home**.

9 Gradual damage/deterioration/ maintenance

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

10 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or your **family** or anyone lawfully in the **home**.

Making a complaint

AXA Insurance UK plc aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your **policy**, please contact the department dealing with your claim.

If your complaint relates to your **policy**, please contact the agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance
Civic Drive
Ipswich IP1 2AN

Tel 01473 205926
Fax 01473 205101

Email customercare@axa-insurance.co.uk

If your complaint is about Home assistance

You can write to the Customer Relations Manager who will arrange an investigation on behalf of the general manager at:

Inter Partner Assistance SA,
The Quadrangle,
106-118 Station Road,
Redhill, Surrey RH1 1PR

Phone: 01737 815 913

Email: homeemergencycomplaints@axa-assistance.co.uk

If your complaint is about Family legal protection or Identity theft

Please write to:

Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD

Phone: 01206 615 000

Email: customerservice@arclegal.co.uk

Making a complaint *continued*

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your **policy** and/or claim number, and the type of **policy** you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel 0300 123 9123 or 0800 023 4567

Fax 020 7964 1001

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

Web www.financial-ombudsman.org.uk

Our promise to you

We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.
- Your legal rights will not be affected by any complaint you make.

Making a claim



When you need to make a claim or think you do please call our claims team who will immediately take action to help you. To make the claims process quicker please have your policy number to hand and a full description of the incident.

Please select the most appropriate phone number shown on the next page. This will ensure that we can help you quickly and efficiently.

When you phone us we will:

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

What you should do in an emergency

- Take any immediate steps to prevent further damage to the property such as switching off gas, electricity and water supply.
- Phone our 365 days a year 24 hours a day domestic helpline. By phoning the 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 the Home assistance 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 see the phone numbers on the next page and select the most appropriate number.
- 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.

Helpful phone numbers

Contents worldwide and Buildings claims

0330 024 6843

To make a claim, call our claims team for immediate help. To make the process as quick as possible for you, please have your **policy** number and details of the loss to hand.

Domestic helpline and Home assistance

0330 024 6849

The Domestic helpline is automatically included to offer practical advice when trouble strikes in the **home**. Burst pipes, blocked drains, electrical faults, even wasps nests – we can arrange for an approved contractor to visit your **home** and sort out the problem as quickly as possible.

You will remain responsible for any call out charges parts and cost of labour.

If you have upgraded to the Home assistance cover we will pay up to £1,000 towards the costs and fees covered by this section.

Legal helpline and Family legal protection

0330 024 6861

The free and confidential Legal helpline service offers legal advice over the phone. You can expect help on any personal or domestic legal problems.

If you have upgraded to the Family legal protection cover we will pay up to £50,000 towards legal costs and expenses covered by this section. Please quote AXA Exclusive when contacting us.

Identity theft helpline

0330 024 8687

This confidential service is automatically included. It provides a resolution service for customers who have experienced or think they may have experienced identity theft and also provides preventative advice.

In order to maintain a quality service phone calls may be monitored and recorded.

Home assistance and Family legal protection are optional sections. Please check your schedule to confirm the cover is included before calling.

Claims conditions

These conditions apply to Contents worldwide and Buildings sections. For Identity theft, Home assistance and Family legal protection 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 we pay.

The first thing you must do

We recommend that you check your cover. This policy booklet contains details of what is covered and how we settle claims. Your schedule will show which sections are in force.

You should immediately:

- 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 in your schedule, claims helpline card and the Helpful phone numbers page of your policy booklet
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

What you must do when making your claim

- Tell us and provide full details in writing immediately if someone is holding you or your **family** responsible for damage to their property or bodily injury to them. You must also immediately send us any writ summons, letter of claim or other document.
- If we ask, you must send us written details of your claim within 30 days.
- To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.
- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

Claims conditions *continued*

What you must not do

- Admit or deny any claim made by a third party 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.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings 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 the name of anyone claiming cover under this **policy**.

Fraud

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

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

- 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 caused with **your** agreement knowledge or collusion.

Then:

- we may make **your policy** void from the date of the fraudulent act
- we will not pay any fraudulent claims
- we will be entitled to recover from **you** the amount of any fraudulent claim already paid under the **policy** since the start date
- we may not return any premium paid by **you** for the **policy**
- we may inform the police of the circumstances.

How we settle claims



We may repair, reinstate or replace the lost or damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash or cash alternative settlement, then payment will not exceed the amount we would have paid the preferred supplier.

The sums insured that apply to your **policy** will not be reduced by any claim.

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied. The sums insured will not be reduced by any claim.

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 where appropriate.

Any permanent repairs made by our approved suppliers are guaranteed.

Contents worldwide

Contents (excluding fine art antiques and collectables)

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

Fine art antiques and collectables

We will settle claims for loss of or damage to items which are not capable of economic repair on the basis of the acquisition cost or current market value whichever is greater.

Buildings

We will settle claims for loss or damage to the **buildings** without deduction, subject to the **excess** as long as:

- the **buildings** are maintained in good repair
- the repair or reinstatement is carried out and
- the sum insured at the time of the loss or damage represents at least the cost of rebuilding all the property covered in the same form size style and condition as new.

If it is not possible to repair or rebuild the damage to the **buildings**, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the building but you ask us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your **buildings** due to the damage but not more than it would have cost us to repair the damage to your **buildings**.

How we settle claims *continued*

Matching sets, suites and carpets applying to both Contents worldwide and Buildings

We treat an individual item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. We will pay you for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fitting.

If a carpet is damaged beyond repair we will only pay to have the damaged carpet replaced. We will not cover undamaged carpet in adjoining rooms.

Storm damage claims

The definition of what we mean by **storm** can be found in the 'Meanings of defined terms' section on pages 4 – 6.

When we assess your claim, we will not rely solely on the definition of **storm** as this is just one factor we consider when you have this kind of damage to your **home**.

Other factors we consider are as follows:

- Does the evidence show that **storm** conditions occurred on or around the date the damage is said to have happened.
- Is the damage claimed for consistent with the damage caused by **storm** damage.
- Were **storm** conditions the main cause of the damage or were other factors involved. For example, we look if the damage would have occurred without the **storm**. This insurance policy is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance. Please see the general exclusions and conditions section of this policy for more information.

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your **home** before making a decision.

In order to help assess your claim, we will also send a claims expert to your **home** if necessary.

Inflation protection

To help protect you against the effect of inflation we will review and amend where necessary every sum insured under Contents worldwide and Buildings at the end of each month by the percentage change in the following indices:

Contents – the Consumer Durables section of the Retail Price Index issued by the Office for National Statistics.

Buildings – the House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable we will use another suitable alternative index.

We will not reduce the sums insured or monetary limits if an index falls.

No extra charge will be made for any increase until the renewal of your **policy**. The renewal premium will be based on the revised sum insured.

*Although you have the benefit of inflation protection you should not rely on this alone to ensure the **buildings** and **contents** sums insured are adequate.*

*The rebuilding cost of your **buildings** or value of **contents** may be growing faster than inflation – perhaps because of a new extension or items you have bought or been given.*

Contents worldwide

Your schedule will show if this section is in force.

The Inflation protection section applies.

All of the following things are included provided that they belong to you or your **family** or you or they are legally responsible for them and with the exclusion of **business equipment** they are primarily used for private purposes.

What are contents?

Definitions:

Household goods

This includes tenants' fixtures, fittings and interior decorations.

Personal effects

Clothes and items of a strictly personal nature likely to be worn, used or carried. For example MP3 players, mobile phones and also sports equipment and pedal cycles. This does not include **valuables** or **money**.

Valuables

Jewellery (including costume jewellery), watches and **fine art antiques and collectables**.

Fine art antiques and collectables

Works of art including pictures, paintings, drawings, etchings, photographs, prints, manuscripts, tapestries, rugs, porcelain, glass, sculptures, statues, collections of stamps, coins and medals and articles of gold, silver or other precious metals. This does not include antique furniture, books, jewellery, furs and guns.

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, music 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.

This does not include credit card, cheque card or cash dispenser card liability. This cover is provided under Contents worldwide cover 14 Credit card liability.

Business equipment

All computers and equipment (excluding data) used for business, trade, profession or employment purposes which includes stock but excludes business money.

X What items are not covered

- 1 **Vehicles or craft.**
- 2 Any living creature.
- 3 **Contents** more specifically insured by any other insurance.
- 4 Documents other than as shown in Contents worldwide cover 15 Documents.
- 5 Lottery tickets and raffle tickets.
- 6 Any part of the structure of the **buildings** other than fixtures and fittings for which you are responsible as the occupier.

What is the most we will pay?

In total we will not pay more than the sum insured for **contents** shown in your **policy** schedule for any one claim under Contents worldwide covers 1, 6, 16 and 17.

We will pay up to the limits shown for Contents worldwide covers 2 to 5, 7 to 15, 18 and 19.

The following limits apply:

- for any one **valuable** or **personal effect** – £10,000
- for any one claim for **valuables** – 50% of the **contents** sum insured
- for **money** while in the **home** – £1,500
- for **money** outside of the **home** – £500
- for **business equipment** – £15,000 which can include up to £1,500 for business stock
- for theft or attempted theft of jewellery and watches from the **home** – £25,000 unless at the time of loss:
 - 1 the items are in a locked safe or strongroom (except those items actually being worn or carried)
 - and
 - 2 the keys to the safe or strongroom are removed from the room in which the safe or strongroom is located (unless you are or an authorised person is present in the room)
 - and
 - 3 if the **home** is unattended by you or an authorised person the keys to the safe or strongroom are removed from the **home**
- for theft or attempted theft of **personal effects, money** and **valuables** while temporarily removed from the **home** – £10,000 in total unless:
 - 1 you, your **family** or an authorised person are wearing, using or carrying them
 - 2 they are in a locked room, safe, vault or strongroom, this does not include a caravan, mobile home or motor home
 - 3 they are in a bank or safe deposit

**To make a claim
under this section...**

please call 0330 024 6843

Contents worldwide *continued*

- for theft or attempted theft from a room in a school boarding house, college or university halls of residence accommodation – £5,000 for any one claim

These are the standard limits. If you have increased any of them the new limits which apply to your **policy** will be shown in your schedule.

Cover 1 – Loss and accidental damage

✓ What is covered

Loss or damage including accidental damage to your or your **family's contents** while they are in the **home** or within the boundaries of the land belonging to the **home** or while temporarily removed anywhere in the world.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
 - a by mechanical or electrical breakdown or failure (but this does not apply to loss of or damage to food in a refrigerator or freezer in the **home**)
 - b arising from the cost of remaking any film disc or tape or the value of any information held on it
 - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d by chewing, scratching, tearing or fouling by domestic animals
 - e by rot or fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - f by the action of light or any atmospheric or climatic conditions
 - g by any gradually operating cause or wear and tear
 - h to computers or computer equipment by:
 - i loss or distortion of data
 - ii accidental loss or mislaying or misfiling of documents or records
 - iii viruses
 - iv contamination

- i arising from depreciation in value (other than **fine art antiques and collectables**) or other loss, damage or additional expense following on from the event for which you are claiming
- j if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
- k while the **home** is **unoccupied** or **unfurnished** caused by:
 - i malicious people
 - ii theft or attempted theft
 - iii escape of water from a water, drainage or heating installation, any washing machine, dishwasher, waterbed, refrigerator or freezer
- l by theft of any unattended pedal cycle unless in a locked building or locked to a permanent structure or a motor vehicle
- m by theft from the **home** if any part of it is occupied by anyone other than you or your **family** unless entry to or exit from the **home** is by forcible or violent means
- n to **business equipment** removed from the **home**
- o caused by you not receiving goods or services you have paid for
- p as a result of any failed online purchase or transaction
- q by escape of water caused by failure or lack of sealant and/or grout

Cover 2 – Acquisitions

✓ What is covered

We will automatically extend Contents worldwide cover 1 Loss and accidental damage to include any item of **contents** acquired during the **period of insurance** up to the value of £25,000 from the date of acquisition providing:

- 1 you tell us within 30 days of the date of acquisition and
- 2 you pay the relevant additional premium.

X What is not covered

Business equipment.

**To make a claim
under this section...**

please call 0330 024 6843

Contents worldwide *continued*

Cover 3 – Religious festivals, weddings and civil partnerships

✓ **What is covered**

We will automatically increase the **contents** sum insured for gifts, food and provisions during the period 30 days before and 30 days after a recognised religious festival and you or your **family's** wedding or civil partnership.

We will pay up to 10% of the **contents** sum insured for any one claim.

Cover 4 – Accidental loss of oil and metered water

✓ **What is covered**

We will pay up to £2,500 for any one claim for accidental loss of domestic heating oil and metered water.

X **What is not covered**

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage specifically excluded under Contents worldwide cover
 - 1 Loss and accidental damage.

Cover 5 – Alternative accommodation

✓ **What is covered**

While the **home** cannot be lived in because of loss or damage covered under Buildings cover 1 Loss and accidental damage we will pay for:

- 1 rent payable for which you are legally liable or
- 2 the reasonable increased cost of alternative accommodation for you and your **family** and your domestic pets.

We will pay up to 25% of the **contents** sum insured for any one claim.

X **What is not covered**

The amount of the **excess** shown in your schedule.

Cover 6 – Keys and locks

✓ What is covered

We will pay for the cost of replacing keys and locks or lock mechanism to:

- 1 external doors and windows of the **home**
- 2 a safe within or an alarm protecting the **home** after their keys are stolen.

Emergency key replacement for lost keys is provided under the Home assistance section (if chosen).

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

Cover 7 – Garden plants

✓ What is covered

We will pay up to £1,000 for any one claim for loss or damage to plants, bushes, shrubs and trees in the open within the boundaries of the land belonging to the **home** caused by:

- 1 fire, smoke, explosion, lightning or earthquake
- 2 theft or attempted theft
- 3 malicious people or vandals
- 4 riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the **home** is **unoccupied** or **unfurnished**.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

**To make a claim
under this section...**

please call 0330 024 6843

Contents worldwide *continued*

Cover 8 – Lawns and gardens

✓ **What is covered**

We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the fire, police or ambulance service while attending the **home**.

X **What is not covered**

The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

Cover 9 – Visitors' personal effects

✓ **What is covered**

We will pay up to £2,500 for any one claim for loss or damage to visitors' **personal effects** while contained in the **home**.

X **What is not covered**

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage specifically excluded under Contents worldwide cover
1 Loss and accidental damage.

Cover 10 – Occupiers and Public liability

✓ **What is covered**

Subject to the limit below we will pay any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **period of insurance** in respect of accidental:

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

arising from:

- a the occupation of the **home** (but not its ownership) or
- b the private pursuits of you or your **family** or
- c the employment by you or your **family** of **domestic staff**

We will not pay more than £2,500,000 (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

X What is not covered

Legal liability to pay compensation or costs arising from:

- 1 any business, trade, profession or employment
- 2 the transmission of any communicable disease or virus
- 3 owning, possessing or using any **vehicles or craft** (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but we will cover liability arising from the ownership, possession or use of lawn mowers, garden implements, wheelchairs, mobility/disability scooters, models and toys
- 4 owning, possessing or using an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable)
- 5 owning, possessing or using drones including mechanically propelled aerial toys, models or devices.

Any liability which is covered under a more specific policy.

Important

Under this section we will provide cover for your liability as the occupier of your **home** arising from the private pursuits of you or your **family**. We will not cover your liability arising from your ownership of your **home**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note if you are the owner of the **buildings** you will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.

Cover 11 – Unrecovered damages

✓ What is covered

We will pay up to £2,500,000 in respect of any one award of damages made in your or your **family's** favour which:

- 1 is for death, bodily injury or illness or damage to property of such nature that you or your **family** would have been entitled to indemnity under Contents worldwide cover 10 Personal liability had you or your **family** been responsible for the injury or damage and
- 2 is made by a court within the United Kingdom, Isle of Man or Channel Islands and
- 3 is still outstanding six months after the date on which it is made and
- 4 is not being appealed.

**To make a claim
under this section...**

please call 0330 024 6843

Contents worldwide *continued*

Cover 12 – Liability to domestic staff

✓ **What is covered**

Subject to the limit below we will pay any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness (including death) of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

X **What is not covered**

Your or your **family's** legal liability to pay compensation or costs for bodily injury or illness (including death) any **domestic staff** suffer when the **domestic staff** are:

- 1 carried in or on a vehicle or
- 2 entering or getting onto or off a vehicle where such bodily injury or illness (including death) is caused by or arises out of your or your **family's** use of the vehicle

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

Cover 13 – Tenant's liability

✓ **What is covered**

*(This applies if the **home** is rented)*

Subject to the limit below we will pay any amount 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 covered under the Buildings section of this **policy**.

We will not pay more than 20% of the sum insured for **contents** for any claim or series of claims arising from any one event or one source or original cause.

X **What is not covered**

Loss or damage to gates, hedges, fences, drives and paths.

Cover 14 – Credit card liability

✓ What is covered

We, your or your **family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you.

We will not pay any more than £10,000 for any one claim.

You must immediately inform the police and issuing authorities in the event of a loss or if you suspect fraudulent use of any card.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Any loss unless you or your **family** have complied with the terms and conditions of the issuing authority.
- 3 Any loss or claim due to accounting errors or omissions.

Cover 15 – Documents

✓ What is covered

We will pay up to £2,500 for any one claim towards loss or damage to documents (other than **money**).

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Property more specifically insured by any other insurance.
- 3 Property mainly used for business, trade, profession or employment purposes.

Cover 16 – Emergency entry

✓ What is covered

Loss or damage to the **contents** 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**.

X What is not covered

The amount of the **excess** shown in your schedule.

**To make a claim
under this section...**

please call 0330 024 6843

Contents worldwide *continued*

Cover 17 – House removal

✓ **What is covered**

Accidental loss or damage to **contents** during removal by professional removal contractors from the **home** including storage for up to 30 days if it forms part of the period of the move to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

X **What is not covered**

- 1 The amount of the **excess** shown in your schedule.
- 2 Accidental loss or damage:
 - a to **money**
 - b to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
 - c to jewellery
 - d during transport by sea
 - e by mechanical or electrical breakdown or failure.

Cover 18 – Fatal accident

✓ **What is covered**

We will pay £10,000 to the deceased's legal representative(s) if you or your domestic partner living with you suffers bodily injury in the United Kingdom, the Channel Islands or the Isle of Man as a result of:

- 1 accident, assault or fire in the **home**
- 2 an accident while travelling as a passenger on a public service vehicle
- 3 assault in the street

during the **period of insurance** which proves fatal within 12 months of its occurrence.

Cover 19 – Jury service

✓ **What is covered**

We will pay up to £5,000 to you or your domestic partner living with you at the rate of £25 a day for each day or part day that you or your domestic partner living with you is called to serve as a Juror in a Court of Law.

Buildings

Your schedule will show if this section is in force.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** sum insured shown in your schedule for any one claim under Buildings covers 1, 5, 6 and 9.

We will also pay the additional amounts under Buildings covers 2, 3, 4, 7, 8 and 10 up to the limits shown.

Cover 1 – Loss and accidental damage

✓ What is covered

Loss or damage including accidental damage to the **buildings**.

✗ What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
 - a to gates, hedges, fences, drives or paths caused by **storm** or flood
 - b to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools by **subsidence heave** or **landslip** unless the **home** has been damaged at the same time by the same cause
 - c due to normal **settlement** shrinkage or expansion
 - d caused by **subsidence, heave** or **landslip** resulting from solid floor slabs and non load bearing walls moving unless the foundations beneath the load bearing walls of the **home** are damaged at the same time by the same cause
 - e caused by **subsidence, heave** or **landslip** arising from
 - i construction, structural alteration or repair or demolition
 - ii the use of defective materials, defective design or faulty workmanship
 - iii coastal or river bank erosion
 - f while the **home** is **unoccupied** or **unfurnished** caused by:
 - i malicious people
 - ii theft or attempted theft
 - iii escape of water from or frost damage to a water drainage or heating installation or any washing machine, dishwasher, waterbed, refrigerator or freezer

Buildings *continued*

- g to fixed glass while the **home** is **unoccupied** or **unfurnished**
- h caused by:
 - i frost (other than escape of water from an appliance shown in f iii above)
 - ii any gradually operating cause or wear and tear
 - iii rot or fungus or infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - iv chewing, scratching, tearing or fouling by domestic animals
- i by mechanical or electrical breakdown or failure
- j by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- k arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration
- l arising from faulty workmanship, defective design or use of defective materials
- m by escape of water caused by failure or lack of sealant and/or grout

Cover 2 – Alternative accommodation

✓ **What is covered**

While the **home** cannot be lived in because of loss or damage covered under Buildings cover 1 Loss and accidental damage we will pay for the reasonable increased cost of alternative accommodation for you and your **family** and your domestic pets.

We will pay up to 25% of the **buildings** sum insured for any one claim.

✗ **What is not covered**

The amount of the **excess** shown in the schedule.

Cover 3 – Debris removal and building fees

✓ **What is covered**

We will pay up to 20% of the **buildings** sum insured for any one claim for:

- 1 architects, surveyors, consulting engineers and legal fees
- 2 the cost of clearing debris from the site or demolishing or shoring up the **buildings**
- 3 the cost to comply with government or local authority requirements for necessary expenses for rebuilding or repairing the **buildings** following damage covered by Buildings cover 1 Loss and accidental damage.

Cover 4 – Trace and access

✓ What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **home** caused by:

- 1 escape of water from a fixed water drainage or heating installation
- 2 escape of oil from a fixed oil fired heating installation
- 3 damage to cables, underground drain pipes or tanks providing services to or from the **home**.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage specifically excluded under Buildings cover 1 Loss and accidental damage.

Cover 5 – Keys and locks

✓ What is covered

We will pay for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors and windows of the **home**
- 2 an alarm protecting the **home** after their keys are stolen.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

Emergency key replacement for lost keys is provided under the Home assistance section (if chosen)

Cover 6 – Emergency entry

✓ What is covered

Loss or damage to the **buildings** 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**.

X What is not covered

The amount of the **excess** shown in your schedule.

To make a claim under this section...

please call 0330 024 6843

Buildings *continued*

Cover 7 – Garden plants

✓ **What is covered**

We will pay up to £1,000 for any one claim for loss or damage to plants, bushes, shrubs and trees in the open within the boundaries of the land belonging to the **home** caused by:

- 1 fire, smoke, explosion, lightning or earthquake
- 2 theft or attempted theft
- 3 malicious people or vandals
- 4 riots, civil commotion, strikes, labour and political disturbances.

X **What is not covered**

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage whilst the **home** is **unoccupied** or **unfurnished**.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

Cover 8 – Lawns and gardens

✓ **What is covered**

We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the fire, police or ambulance service while attending the **home**.

X **What is not covered**

The amount of the **excess** shown in your schedule.

We will only pay under Contents worldwide or Buildings if both sections are insured for any one claim.

Cover 9 – Selling your home

✓ **What is covered**

If you have entered into a contract to sell the **home** the person buying it will have the full protection of your **policy** for the **buildings** up to the date of completion of the purchase as long as the **home** is not covered by any other insurance.

Cover 10 – Property owner's liability

✓ What is covered

We will pay up to £2,500,000 (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:

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

Arising from:

- a your ownership (but not occupation) of the **buildings** including its land
- 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** 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 for liability incurred by you.

X What is not covered

Your legal liability to pay compensation arising directly or indirectly from:

- 1 an agreement which imposes a liability on you or your **family** which you would not be under in the absence of such agreement
- 2 the use or occupation of the **home** for any business, trade, profession or employment
- 3 death, bodily injury or damage caused by lifts, hoists or **vehicles or craft**
- 4 for the cost of rectifying any fault or alleged fault
- 5 death of or bodily injury or illness to you or your **family**.

Any liability which is covered under a more specific policy.

Important

Under this section we only provide cover for liability arising from the ownership of your **home**. We will not cover your liability as the occupier of your **home** or your personal liability arising from the private pursuits of you or your **family**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note that you will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.

**To make a claim
under this section...**

please call 0330 024 6843

Identity theft

Your schedule will show if this section is in force.

Cover is administered by Arc Legal Assistance Ltd, and is underwritten by AXA Insurance UK plc.

Definitions

Where we explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Identity theft section only.

We list the definitions alphabetically.

Action

A civil or criminal proceeding for monetary damages as a result of **identity theft**.

Identity theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods or services in that person's name.

Payment card

Bank charge, cheque, credit, debit and cash dispenser cards.

We/our/us

AXA Insurance UK plc.

You/your

The person or people named in the schedule as the policyholder.

Claims conditions

Please read the following carefully as you need to comply with the conditions of this insurance.

If you discover your identity has been stolen either from the first fraudulent transaction identified on a credit card statement and/or any physical or electronic record with any of your financial institutions, you must:

- 1 contact the Identity theft helpline on 0330 024 8687 to get advice on what you should do next to protect your identity
- 2 before you agree to pay any costs you must complete and submit a claim form to Arc Legal Assistance by visiting www.arclegal.co.uk/informationcentre. Alternatively, the Identity Theft helpline will send a claim form to you

- 3 make sure that you have your address history for the last 6 years
- 4 file a police report within 24 hours of discovering the **identity theft**
- 5 let your bank(s) **payment card** company(ies) and all other accounts know of the **identity theft** within 24 hours of discovering the **identity theft**
- 6 send us proof from your employer that you took unpaid days off if you wish to make a claim for lost wages and provide proof that it was necessary
- 7 send us copies of any demand, notices, summonses, complaints or legal papers received in connection with a loss suffered
- 8 take all reasonable steps to prevent further damage to your identity
- 9 make the claim no later than 6 months from the date this policy ends

✓ **What is covered**

If you become aware of **identity theft** we agree to pay up to £50,000 for:

- 1 reasonable legal costs you pay or have to pay to defend a claim from a financial institution
- 2 ancillary costs to:
 - a create documents needed to prove your innocence in terms of any financial irregularities committed unlawfully
 - b remove judgments wrongly entered against you
 - c challenge the accuracy of information in a Credit Reference Agency report
- 3 postal and phone costs you pay or agree to pay in dealing with financial institutions issuing **payment cards**, the police and credit agencies
- 4 fees charged for reapplying for a loan which has been rejected
- 5 lost earnings as a result of time away from work to go and see the police financial institutions issuing **payment cards** and credit agencies

The events above must be a result of **identity theft**.

X **What is not covered**

- 1 Any **identity theft** connected with your business, profession or occupation.
- 2 Any legal **action** where you and we agree that you do not have a reasonable prospect of success.

**To make a claim
under this section...**

please call 0330 024 8687

Home assistance

Your schedule will show if this section is in force.

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 National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited provides the services described in this certificate during the **period of insurance** for which you have paid the premium.

Definitions applicable to this section only

These meanings apply within the Home assistance section of your policy.

If a word or phrase has a defined meaning, it will be **highlighted in bold print** and will have the same meaning wherever it is used in the policy.

Authorised contractor

A tradesperson authorised in advance to carry out repairs under this policy.

Beyond economical repair

The point at which we deem the cost to repair your boiler exceeds its value.

Covered events

Emergency to essential services within the **property** listed in the section below 'What is covered' on page 42.

Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

- 1 Exposes you or a third party to a risk to yours or their health or;
- 2 Creates a risk of loss or damage to the **property** and/or any of your belongings or;
- 3 Renders the **property** uninhabitable.

Emergency repairs

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

Local territory

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

Period of Insurance

One year from the start or renewal date shown on your schedule.

Permanent repair

Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.

Property

Your principle permanent place of residence in the **local territory**, which comprises of a private dwelling used for domestic purposes, excluding garage, garden and outbuildings.

Temporary repair

A repair undertaken by an authorised contractor which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

We/us/our

AXA Assistance UK Ltd or Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR.

You/your

The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

General conditions

- 1 We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy up to the policy limit shown in the section entitled 'Home Emergency'.
- 2 No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an **authorised contractor** in advance to make a **temporary** or **permanent repair**.
- 3 Claims may not be made under this policy for the first 14 days unless you are renewing an existing policy.
- 4 You must quote your policy number when calling for help. You must produce the relevant identification including boiler service receipts on the demand of the contractor or our other nominated agent.
- 5 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 fair share of any claim.

**To make a claim
under this section...**

please call 0330 024 6849

Home assistance *continued*

- 6 This insurance does not cover normal day to day maintenance at your **property** that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
- 7 You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.
- 8 During any 12 month period we will not be responsible for more than three claims.

Parts availability

Availability of parts is an important part of the service. However, 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 repair. We will keep you informed throughout your claim.

There also may be occasions where parts are no longer available. In these situations we will ensure your **property** is safe and if required, we will arrange for a manufacturer to provide you with a quotation for a suitable replacement item at your cost.

Domestic Emergency

If you suffer a **covered event** at your **property** you should tell us on the emergency telephone number. We will then:

- 1 Advise you about how to protect yourself and the **property** immediately.
- 2 Organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at a similar expense an **emergency permanent repair**.

If the **temporary repair** will cost more than £1,000 including VAT to complete we will advise you how much, in total, the repair will cost. We will proceed with the repair only if you agree to pay for the amount over £1,000.

- 3 In the event of the **property** becoming uninhabitable and remaining so overnight because of the **covered event**, we will, subject to prior agreement with ourselves, pay up to £250 including VAT in total for:
 - a your overnight accommodation and/or
 - b transport to such accommodation.

✓ What is covered

The **covered events** are the ones listed below:

- 1 Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
- 2 Blockages in toilet waste pipes.

- 3 Electricity complete failure within the **property**.
- 4 Central heating or boiler failure.
- 5 Animals or insects that are destructive in their natural behaviour or considered pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only.
- 6 Broken or damaged windows, doors and locks presenting a security risk to the **property**.

There are conditions and exclusions, which limit your cover. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.

The home emergency policy is not a maintenance contract.

X What is not covered

The following are excluded from the insurance:

- 1 Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.
- 2 External overflows, external guttering.
- 3 Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- 4 External water supply pipes after the internal stop tap.
- 5 Septic tanks, swimming pool installations.
- 6 Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to your claim, you will be asked to produce the evidence at the time of the claim.
- 7 Boilers over 15 years old.
- 8 Boilers that are **beyond economical repair**.
- 9 LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented hot water systems or boilers with an output over 60 Kw/hr.
- 10 Shared water/drainage facilities.
- 11 Material/labour charges covered by manufacturer/supplier/installers.
- 12 Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**.
- 13 Loss, damage to windows, doors or locks for outbuildings garages and sheds.
- 14 De scaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

**To make a claim
under this section...**

please call 0330 024 6849

Home assistance *continued*

- 15 Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- 16 Any breakdown to flushing mechanism of toilets.
- 17 Damage to boundary walls, hedges, fences or gates.
- 18 Pests outside the main dwelling e.g. in garages and other outbuildings.
- 19 Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- 20 Any system, equipment or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault.
- 21 Any circumstances in which making **emergency repairs** would contravene health and safety regulations and legislation or where a specialist contractor is required.

We will not be liable for any of the following:

- a Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- b Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
- c The cost of replacement parts due to natural wear and tear.
- d Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- e Any loss or damage to your **property** as a result of the **emergency**.
- f Any loss due to faulty installation of your plumbing, heating, electrical system within the **property**.
- g Any faulty installation of a kitchen appliance.
- h Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- i Any cost relating to the attempted repair by you or your own contractor.
- j Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- k Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
- l Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.

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

How to make a Home assistance claim

To obtain **emergency** assistance contact the 24 hour Emergency Helpline on: **0330 024 6849**

You should have the following information available upon request:

- your name and home postcode
- your policy number
- an indication as to the nature of the problem.

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, providing home emergency assistance, 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** home emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- 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 home emergency assistance, 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 photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**To make a claim
under this section...**

please call 0330 024 6849

Home assistance *continued*

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

Sanctions Clause

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

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such an event.

Further information can be obtained from either AXA Assistance (UK) Limited or from the Financial Services Compensation Scheme: 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or www.fscs.org.uk.

**To make a claim
under this section...**

please call 0330 024 6849

Family legal protection

Your schedule will show if this section is in force.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited on whose behalf we act.

If you make a valid claim under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal advisers' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, you want to use an adviser of your own choice, **advisers' costs** payable by us are limited to no more than (a) our **standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **advisers' costs** up to the **limit of indemnity** where:

- a The **insured incident** takes place in the **insured period** and within the **territorial limits**, and
- b The **legal action** takes place in the **territorial limits**.

Definitions applying to this section only

These meaning apply within the Family legal protection section of your policy.

If a word or phrase has a defined meaning, it will be **highlighted in bold print** and will have the same meaning wherever it is used in the policy.

Adviser

Our specialist panel solicitors or their agents appointed by us to act for you, or, and subject to our agreement, where court proceedings have been started or a **conflict of interest** arises, another legal adviser nominated by you.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser**. Third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Conditional Fee Agreement

A valid agreement made between you and your **adviser** with our written permission where the **advisers' costs** and payments or any part of them are paid by you only if your claim succeeds.

Conflict of Interest

There is a conflict of interest if your **advisers'** duty to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your **adviser** owes, or obligation it has, to any other party.

Data Protection Legislation

The relevant data protection legislation in force in the United Kingdom at the time of the **insured incident**.

Excess

The first £50 of **advisers' costs** except in relation to Cover 8 – Tax where the amount is £150.

Home

The private residence shown in your schedule.

H M Revenue and Customs Full Enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.

Insurance Providers

AmTrust Europe Limited.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. For the purposes of the **limit of indemnity**, only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **H M Revenue and Customs full enquiry**, the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.

Insured Period

One year from the inception or renewal date shown on your insurance schedule.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages or injunctions or
- The defence of motor prosecutions.

Limit of Indemnity

The maximum payable in respect of an **insured incident** as stated below:

£50,000

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of our choice.

Family legal protection *continued*

Territorial Limits

The European Union.

Vehicle

Any motor **vehicle** or motorcycle owned by you.

We/us/our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **insurance providers**.

You/your

Any person named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the **home** other than rent paying guests but including your children attending university or college whose main residence is the **home**. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.

Cover 1 – Consumer Pursuit

✓ What is covered

Advisers' costs to pursue **legal action** following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main **home**. The contract must have been made after you first purchased this insurance.

X What is not covered

Claims

- 1 where the amount in dispute is less than £125 plus VAT
- 2 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 2 – Personal Injury

✓ What is covered

Advisers' costs to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

X What is not covered

Claims

- 1 arising from medical or clinical treatment, advice, assistance or care
- 2 arising from stress, psychological or emotional injury
- 3 arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- 4 involving a **vehicle** owned or driven by you.

Cover 3 – Employment Disputes

✓ What is covered

Advisers' costs to pursue **legal action** brought within an employment tribunal or civil court arising from an infringement of your rights relating to your contract of employment.

X What is not covered

Claims

- 1 where the breach of contract occurred within the first 90 days after you first purchased this insurance
- 2 for **advisers' costs** of any disciplinary investigatory or grievance procedure connected with your contract of employment or the costs associated with any settlement agreement
- 3 where the breach of contract is alleged to have commenced or to have continued after termination of your employment
- 4 for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- 5 for **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that you are ordered or agree to pay.

Cover 4 – Property Infringement

✓ What is covered

Advisers' costs to pursue actions for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main **home**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

X What is not covered

Claims

- 1 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 5 – Property Damage

✓ What is covered

Advisers' costs to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to your main **home**. The damage must have been caused after you first purchased this insurance.

Family legal protection *continued*

X What is not covered

Claims

- 1 in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 6 – Motor Prosecution Defence

✓ What is covered

Advisers' costs to defend motoring prosecutions in respect of an offence arising from your use of a motor **vehicle**.

X What is not covered

Claims

- 1 for alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.

Cover 7 – Consumer Defence

✓ What is covered

Advisers' costs to defend **legal action** brought against you following a breach of a contract you have for selling goods for the private and personal use of another person. This includes the sale of your main **home**. The contract must have been made after you first purchased this insurance.

X What is not covered

Claims

- where the amount in dispute is less than £125 plus VAT
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Cover 8 – Tax

✓ What is covered

Accountancy fees if you are subject to an **H M Revenue and Customs full enquiry** into your personal Income Tax position.

This cover applies only if you have:

- 1 maintained proper, complete, truthful and up to date records
- 2 made all returns at the due time without having to pay any penalty
- 3 provided all information that the H M Revenue and Customs reasonably requires.

X What is not covered

Claims

- 1 where deliberate misstatements or omissions have been made to the authorities
- 2 where the Special Compliance Officer is investigating your affairs
- 3 for accountancy fees which relate to your business trade or profession
- 4 in respect of income or gains which have been under-declared because of false representations or statements by you
- 5 for **advisers' costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs
- 6 for **advisers' costs** arising after you have received a notice telling you that the enquiry has been completed
- 7 for enquiries into aspects of your Tax Return (Aspect Enquiries).

Cover 9 – Data Protection

✓ What is covered

Advisers' costs to pursue **legal action** against a person or organisation for breach of **data protection legislation** which has resulted in you suffering a financial loss.

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Legal Helpline.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to you. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

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

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household. Simply telephone 0330 024 6861 and quote 'AXA Exclusive – Family Legal Protection'. For our joint protection telephone calls may be recorded and/or monitored.

Family legal protection *continued*

Additional Legal Services

In this package our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- 1 Legal expenses arising from the sale or purchase of the **home** and re-mortgaging.
- 2 Divorce and child custody issues.
- 3 Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal service provided by us in partnership with our panel solicitors. Our panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to you. Our panel solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

General exclusions applying to this section only

- 1 There is no cover where:
 - a you should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
 - b a reasonable estimate of your **advisers' costs** of acting for you is more than the amount in dispute
 - c you fail to give full information or facts to us or to the **adviser** on a matter material to your claim
 - d something you do or fail to do prejudices your position or the position of the **insurance providers** in connection with the **legal action**
 - e **advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval
 - f the claim is more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim.
- 2 There is no cover for:
 - a the **excess**
 - b damages, interest, fines or costs awarded against you in a criminal court

- c claims made by or against your insurance advisor, the **insurance providers**, the **adviser** or us
 - d any claim you make which is false or fraudulent
 - e defending **legal actions** arising from anything you did deliberately or recklessly
 - f any costs which you incur and wish to recover which you cannot substantiate with documentary evidence
 - g **advisers' costs** if your claim is part of a class action or will be affected by or will affect the outcome of other claims
 - h **advisers' costs** where you have entered into a **conditional fee agreement** or any other form of alternative funding without obtaining our permission in writing first.
- 3 There is no cover for any claim directly or indirectly arising from:
- a patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy, or confidentiality agreements and passing off
 - b planning law
 - c constructing buildings or altering their structure
 - d libel, slander or verbal injury
 - e a lease or licence to use property or land
 - f any matter connected with your business, profession or trade unless the claim falls within Cover 2 Personal Injury, Cover 3 Employment and Cover 6 Motor Prosecution Defence
 - g a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
 - h an application for a judicial review
 - i defending or pursuing new areas of law or test cases
 - j professional negligence in relation to services provided in connection with a matter not covered under this insurance
 - k subsidence, land heave, land slip, mining or quarrying
 - l a tax or levy relating to your owning or living in your **home**
 - m a manufacturer's warranty or guarantee
 - n a dispute with a provider of financial services or products other than under Cover 3 Employment Disputes
 - o a dispute between persons insured under this policy.
- 4 Contracts (Rights of Third Parties) Act 1999.

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

Family legal protection *continued*

Conditions applying to this section only

1 Claims

- a You must notify claims as soon as reasonably possible and within 180 days of you becoming aware of the incident. We may investigate the claim and take over and conduct the **legal action** in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the **legal action**.
- b You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest arises**, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**. The **adviser** must represent you in accordance with our standard conditions of appointment available on request.
- c The **adviser** will:
 - i provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained
 - ii keep us fully advised of all developments and provide such information as we may require
 - iii keep us advised of **advisers' costs** incurred
 - iv advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless we agree in our absolute discretion to allow the case to proceed
 - v submit bills for assessment or certification by the appropriate body if requested by us
 - vi attempt recovery of costs from third parties.
- d In the event of a dispute arising as to **advisers' costs** we may require you to change **adviser**.
- e **Insurance providers** shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success.
- f You shall supply all information requested by the **adviser** and us.
- g You are responsible for any **advisers' costs** if you withdraw from the **legal action** without our prior consent. Any costs already paid under this insurance will be reimbursed by you.

2 Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service, any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3 Prospects of success

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

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

4 Language

The language for contractual terms and communication will be English.

Customer service information

Data Protection Notice

Your details and details of your insurance cover and claims will be held by us and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **data protection legislation**.

Sanctions clause

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

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or the **insurance providers** cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Family legal protection insurance is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Customer service information

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy.

If you do not have access to the internet please contact us and we will send you a printed copy.

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 by contacting them on 0800 678 1100.

Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

**This document is available
in other formats.**

If you would like a Braille, large
print or audio version, please
contact your Insurance Agent.

www.axa.co.uk

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