

# AXA EXCLUSIVE

**Home Buildings and Contents Insurance**

Your policy booklet

June 2007 edition



# Welcome to the expertise and quality of the AXA Group

## Respect

With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

## Financial protection

AXA Group worldwide manages funds worth over €1,315 billion (as at 31st December 2006), on behalf of 52 million customers worldwide.

## Global stability

We operate in around 50 countries spanning Europe, North and South America, Africa, the Middle East, the Far East and Australasia.

## Comprehensive services

In the UK, AXA provides advice and guidance to our individual and corporate customers on a wide range of financial products and services, including: **AXA Sun Life** (investments, life assurance, retirement planning, long term care), **AXA Investment Managers** (asset management), **AXA PPP healthcare** (medical insurance, hospital care and dental care through its sister company Denplan) and **AXA Insurance** (insurance for home, motor, travel and pet).

## Customer focus

At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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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 and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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** policy 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** policy 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 yourself heard section.

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

If **you** have taken out the optional Travel section please read the Important conditions relating to health and also the age limits within the Definitions in the Travel section.

**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**.

To help you further...

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

### The law which applies to this policy

**You** and **we** can choose the law which applies to this **policy**. As **we** are based in England **we** propose to apply the laws of England and Wales and by buying this **policy you** have agreed to this.

This does not apply to the Home assistance and Family legal protection sections where there is a separate wording regarding the law applying to those sections.

## Definitions

These definitions apply throughout the policy booklet apart from the Identity theft Home assistance Family legal protection and Travel 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**.

**We** list the definitions alphabetically.

### Buildings

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property oil and gas tanks cesspits permanent swimming pools tennis hard courts walls gates fences hedges terraces patios drives paths underground services car ports garages and **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** policy 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.

### Home

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

### 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** and are used or occupied for domestic purposes or clerical business use.

### Period of insurance

The dates shown in **your** policy schedule.

### Policy

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

### Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

### Unoccupied

Not lived in by **you** or **your family** for more than 60 consecutive days or occupied by squatters.

### We/us/our

AXA Insurance UK plc.

### You/your

The person or people named in **your** policy 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 the following conditions to have the full protection of **your policy**.

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

### 1. Sums insured

The amount **you** have chosen for the sums insured in each section must at all times represent the full replacement cost of the relevant property covered. If this changes **you** must tell **us** immediately.

Full replacement cost means the following:

#### **buildings:**

- the cost of rebuilding all the property covered in the same form size style and condition as new

*This is not necessarily the market value.*

#### **contents other than fine art antiques and collectables:**

- the current cost as new

#### **fine art antiques and collectables:**

- the cost **you** paid or current market value whichever is the greater

*The definition of **fine art antiques and collectables** can be found in the Contents worldwide section in this policy booklet.*

## 2. Underinsurance

If **you** claim and the sum insured shown in the policy schedule does not represent the full replacement cost **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

## 3. Changes in your circumstances

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

- change of address
- structural alteration to **your home**
- if **you** or **your family** intend to let or sub-let **your home**
- if **you** or **your family** intend to use **your home** for any reason other than primarily private residential purposes
- if **your home** will be **unoccupied**
- if **you** or **your family** have been declared bankrupt or have received a police caution for or been charged with any offence other than driving offences
- if **your** property is no longer occupied solely by **you** or members of **your family**
- if the sum of:
  - the full replacement cost as new of **your contents** other than **fine arts antiques and collectables**; and
  - the greater of
    - i) the cost **you** paid for; or
    - ii) the current market value of **your fine arts antiques and collectables**

is more than the **contents** sum insured. Please read **your** schedule to check **your** current **contents** sum insured
- if the cost of rebuilding all the property covered in the same form size style and condition as new is more than the building sum insured. Please read **your** schedule to check **your** current building sum insured

**We** will then tell **you** about any change in terms.

*If **you** are in any doubt please ask **your** Insurance Intermediary.*

## 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. Precious stones

The settings of the stones in any item of jewellery over £5,000 in value must be examined by a competent jeweller once every three years and any defect remedied immediately.

### 6. Dual insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same injury loss damage expense or liability **we** will not pay more than **our** proportional share (not applicable to Travel section cover D – Personal accident).

### 7. Cancelling the policy

#### Statutory cancellation rights

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

AXA Personal Lines Customer Service,  
PO Box 440,  
Bristol  
BS34 8YQ

**We** will not refund **your** premium if **you** make a total loss claim. However in all other cases **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

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

#### Cancellation outside the statutory period

**You** may cancel this **policy** at any time by 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**.

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.

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

#### Non payment of premiums

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

## 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 Personal 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

#### 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.

*General exclusion 6. does not apply to the Travel section which contains an exclusion specific to travel – see Travel general exclusions.*

### 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.

*General exclusion 7. does not apply to the Travel section which contains an exclusion specific to travel – see Travel general exclusions.*

### 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. Data change

- a) Loss or damage to any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical or electronic system directly or indirectly caused by:
  - i) failure to correctly recognise data representing any date in such a way that it does not work properly or at all
  - ii) computer viruses
- b) legal liability directly or indirectly arising from:
  - i) any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical system failing to correctly recognise data representing any date in such a way that it does not work properly or at all
  - ii) computer viruses

Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

## Making yourself heard

If **you** want to complain it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

**We** realise that things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so that **we** can try to put things right.

There are separate complaints procedures for Home assistance and Family legal protection underwritten by Inter Partner Assistance. **We** explain this in the relevant sections.

### Who to contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person and
- that **you** are giving them the right information

### When you contact us

- Please give **us your** name and a contact telephone number.
- Please quote **your** policy or claim number, and the type of policy **you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

### Step one – making your complaint

Does **your** complaint relate to:

- **your policy** or
- a claim on **your policy**?

If it is about **your policy** **you** need to contact the Insurance Intermediary who sold **you your policy**.

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

In either case if **you** want to provide written details **we** have prepared the following checklist for **you** to use when drafting **your** letter:

- write 'Complaint' at the top of **your** letter
- give **your** full name postcode and contact phone number(s)
- quote the type of policy and **your** policy or claim number
- give us the name of **your** Insurance Intermediary (if applicable)
- explain clearly and concisely the reasons for **your** complaint

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

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

### Step two – contacting our Head office

If **your** complaint is one of the few that **we** cannot sort out at this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

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

Phone: 01473 205926  
Fax: 01473 205101

email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

### Step three – beyond AXA

If **we** have given **you our** final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent organisation that decides on complaints about general insurance. They will only consider complaints after **we** have given **you** written confirmation that **you** have been through **our** complaints procedure.

**You** can contact the Ombudsman:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Phone: 0845 080 1800  
Fax: 020 7964 1001

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

### Our promise to you

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

To help **us** improve **our** service **we** may record or monitor phone calls.

## 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

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.

**0870 850 0266**

### Domestic helpline and Home assistance

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.

**0870 850 9102**

### Legal helpline and Family legal protection

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.

**0870 850 9081**

### Identity theft helpline

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

**0870 164 8214**

### Travel claims

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.

**0870 850 1473**

### Travel – emergency medical and repatriation helpline

Call the AXA Assistance helpline if you need to:

- Get medical assistance
- Get treatment
- Go to a hospital / clinic
- Return to the UK

**0845 223 5568**

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

Home assistance Family legal protection and Travel are optional sections. Please check your policy 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 Family legal protection and Travel 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** policy 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** policy 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 after 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.
- Provide at **your** own expense all reports certificated plans specification information and assistance that **we** may need.

### 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.

**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**:

- makes a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any way or
- makes a statement in support of a claim knowing the statement to be false in any way or
- sends **us** a document in support of a claim knowing the document to be forged or false in any way or
- makes a claim for any loss or damage caused by **you** or **your family's** wilful act or with **your** agreement knowledge or collusion

Then:

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the **policy**
- **we** may at **our** option declare the **policy** void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date
- **we** shall not return any premium
- **we** may tell the police of the circumstances

## How we settle claims

**We** may at **our** option repair reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may at **our** option pay the amount of the loss or damage in cash. If **we** do pay cash the amount **we** will pay will reflect any discounts **we** may have received had **we** replaced the property. 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.

### 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 at the time of the loss or damage.

#### 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 taking an amount off for wear and tear 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

### 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 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.

# 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** policy 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.

### What items are not covered?

1. Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles childrens motor cycles childrens motor cars quad bikes and children's quad bikes) – but **we** will cover lawnmowers garden tools wheelchairs mobility/disability scooters models and toys.
2. Parts accessories tools fitted radios cassette players compact disc players and satellite navigation systems for the things in 1. above.
3. Any living creature.
4. **Contents** more specifically insured by any other insurance.
5. Documents other than as shown in Contents worldwide cover 15 Documents.
6. Lottery tickets and raffle tickets.
7. 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
- 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** policy schedule.

## Cover 1 – Loss and accidental damage

### What is covered

Loss or damage including accidental damage to **you** 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.

### What is not covered

1. The amount of the **excess** shown in **your** policy 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 fungus 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

**To make a claim under this section please call 0870 850 0266**

### What is not covered (continued)

- 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) resulting from rising ground water levels
  - l) 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
  - m) by theft of any unattended pedal cycle unless in a locked building or locked to a permanent structure or a motor vehicle
  - n) 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
  - o) to **business equipment** removed from the **home**
- Certain items of **business equipment** may be covered under the Travel section (if chosen)*
- p) caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view and all windows are closed and all doors including the boot are locked
  - q) caused by **you** not receiving goods or services **you** have paid for

## 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

### What is not covered

#### Business equipment

### 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.

#### What is not covered

1. The amount of the **excess** shown in **your** policy 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.

#### What is not covered

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

To make a claim under this section please call 0870 850 0266

## 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).*

### What is not covered

1. The amount of the **excess** shown in **your** policy 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

### What is not covered

1. The amount of the **excess** shown in **your** policy 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.*

## 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**.

### What is not covered

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

### What is not covered

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

## Cover 10 – Personal 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.

**To make a claim under this section please call 0870 850 0266**

### 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 mechanically propelled vehicle (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 watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers but **we** will cover liability arising from the ownership possession or use of model toys and hand or foot propelled watercraft under 5 metres in length and surfboards
5. 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)

### 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

### 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.

### 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.

### What is not covered

Loss or damage to gates hedges fences drives and paths.

## Cover 14 – Credit card liability

### What is covered

**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.**

### What is not covered

1. The amount of the **excess** shown in **your** policy 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.

**To make a claim under this section please call 0870 850 0266**

## 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**).

### What is not covered

1. The amount of the **excess** shown in **your** policy 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**.

### What is not covered

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

## 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.

### What is not covered

1. The amount of the **excess** shown in **your** policy 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.

### What is not covered

We will not pay if:

1. the person is over the age of 75 years
2. the incident is not reported to **us** within 14 days of death

## 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.

To make a claim under this section please call 0870 850 0266

# Buildings

**Your** policy 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** policy 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** policy 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 ground 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 ground 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 ground 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

### What is not covered (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) fungus insects vermin wet or dry rot
  - iv) chewing scratching tearing or fouling by domestic animals
- i) as a result of rising ground water levels
- j) by mechanical or electrical breakdown or failure
- k) by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- l) arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration
- m) arising from faulty workmanship defective design or use of defective materials

### 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 policy 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.

**To make a claim under this section please call 0870 850 0266**

## 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.

### What is not covered

1. The amount of the **excess** shown in **your** policy 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.

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

### What is not covered

1. The amount of the **excess** shown in **your** policy 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 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**.

### What is not covered

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

## 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

### What is not covered

1. The amount of the **excess** shown in **your** policy 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**.

### What is not covered

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

**To make a claim under this section please call 0870 850 0266**

## Cover 10 – Property owner’s 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** and arising from **your** ownership (but not occupation) of the premises

**We** will not pay more than £2,500,000 (including 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.

### What is not covered

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

1. an agreement which imposes a liability on **you** 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 other than motorised gardening equipment
4. 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
5. if **you** are entitled to indemnity under another insurance policy **we** will not pay more than **our** proportional share
6. arising more than seven years after this **policy** has expired or been cancelled
7. for the cost of rectifying any fault or alleged fault

# Identity theft

**Your** policy schedule will show if this section is in force.

Cover is administered by Capita Insurance Services a trading division of Capita Commercial Services Limited.

## 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 persons 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 policy 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 0870 164 8214
2. make sure that **you** have **your** address history for the last 6 years
3. file a police report within 24 hours of discovering the **identity theft**

**To make a claim under this section please call 0870 164 8214**

4. 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**
5. fill out and return any claim forms if these apply
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 **action** to prevent further damage to **your** identity
9. make the claim no later than 6 months from the date this policy ends

**We** will give **you** a dedicated case manager.

**Our** service will give **you** access by phone to repair **your** credit file or files following an **identity theft**. **Our** service is supported by a unique document management system that automates the process and interacts with all three UK credit reference agencies. **We** will personalise documents on **your** behalf and post them to **you** for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays. To make sure **we** have an accurate record, **we** will record **your** phone conversation.

### 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 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 and credit agencies

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

### What is not covered

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

**You** must contact the Identity theft helpline before **you** pay or agree to pay any costs.

## Home assistance

**Your** policy schedule will show if this section is in force.

The insurer under this section is Inter Partner Assistance S.A. Registered number: FC008998.

Inter Partner Assistance S.A. is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. You can check this on the FSA register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

### 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 Home assistance section only.

**We** list the definitions alphabetically.

### Approved contractor

A tradesperson authorised in advance by Homeserve Claims Management Ltd to carry out repairs.

### Emergency

A result of a sudden and unforeseen event at the **home** that, if not dealt with quickly will:

1. expose **you** or anyone else in the **home** to a health risk or
2. cause a risk of or loss of or damage to the **home** and or any of **your** belongings or
3. render the **home** uninhabitable

This definition includes damage to or breakdown of the **essential services** to the **home** and/or permanent and irreplaceable loss of all keys required to gain access to the **home**, but not outbuildings.

### Emergency repairs

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

### Essential services

Mains drainage to the boundary of the **home**, water, electricity and gas within the **home** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

### Home

**Your** principle permanent place of residence, comprising private residence, garage and outbuildings used for domestic purposes in the United Kingdom.

**To make a claim under this section please call 0870 850 9102**

### **Insured/you/your**

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

### **IPA/we/us/our**

Inter Partner Assistance SA, who are a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group located at The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR.

### **Period of insurance**

12 calendar months from the start date set out in **your** policy schedule.

### **Permanent repair**

Repairs and/or work required to put right the damage caused to the **home** by an **emergency**.

### **Temporary repair**

A repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

### **Vermin**

Brown or black rats, house or field mice, wasps and hornets nests.

## **General conditions**

1. 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 **approved contractor** in advance.
2. **You** must quote **your** policy number when calling for assistance. **You** must produce the relevant identification to the **approved contractor** or **our** other nominated agent.
3. 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 (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your home** 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**.
5. **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.

### **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.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

## Important information

1. If **you** suffer an **emergency** at **your** home **you** should tell **us** on the **emergency** telephone number.  
**We** will then:
  - a) advise **you** about how to protect yourself and the **home** immediately;
  - b) organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**
2. In the event of the **home** becoming uninhabitable and remaining so overnight, **we** will subject to prior agreement with yourselves, pay up to £250 including VAT in total for:
  - a) **your** overnight accommodation and/or
  - b) transport to such accommodation

### What is covered

**Emergency** incidents that are covered by this policy are:

1. plumbing problems related to leaking pipes, blocked drains or leaking radiators
2. blockages in toilet waste pipes
3. **you** have lost **your** only key to **your home** and there is no other available key and **you** are not able to gain normal access to the **home**
4. sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
5. broken or damaged windows and doors presenting a security risk to the **home**
6. gas or electricity failure within the **home**
7. central heating or boiler failure
8. hot water failure
9. **vermin** inside the **home**

### What is not covered

**We** will not pay for claims arising directly or indirectly from or relating to the following:

1. a leaking or dripping tap that needs a new washer or replacing, external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
2. burst or leaking flexible hoses which can be isolated or leaking washing appliances
3. external water supply pipes
4. failure of the boiler or the heating occurring in the months May to August inclusive

**To make a claim under this section please call 0870 850 9102**

### What is not covered (continued)

5. failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
6. boilers over 15 years old
7. replacement of light bulbs and fuses in plugs
8. descaling and any work arising from hard water scale deposits 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
9. loss of keys for outbuildings, garages and sheds
10. **vermin** outside the main residence e.g. in garages and other outbuildings
11. breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
12. damage to boundary walls, hedges, fences or gates
13. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr
14. electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
15. septic tanks

**We** will not be liable for any of the following:

1. loss or damage arising from circumstances known to **you** prior to the start date of this insurance
2. the cost of replacement parts due to natural wear and tear or any other loss, damage or additional expense following on from the event for which you are claiming
3. loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc
4. 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
5. any cost relating to the attempted repair by **you** or **your** own contractor
6. 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
7. any **emergency** in a **home** that has been unoccupied for more than 30 consecutive days

### What is not covered (continued)

8. any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the **home**, faulty workmanship or the use of defective materials, or river or coastal erosion
9. any loss or damage arising as a consequence of:
  - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
  - b) 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
10. any loss, or injury, damage or legal liability arising directly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all

### How to make a claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on:

0870 850 9102

**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

### Relevant Law

This section is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This represents the entire agreement of the parties on the matters in question.

### Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Complaints Procedure

**We** wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

If **you** have a complaint please write to Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ. If **your** complaint relates to the service **you** experienced as a result of a claim, and **you** feel that the matter has not been resolved

**To make a claim under this section please call 0870 850 9102**

satisfactorily, **you** should write to the Managing Director of Homeserve Claims Management Ltd at the above address. In the unlikely event that **you** are not satisfied with the response from Homeserve Claims Management Ltd, **you** can ask us for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **your** right to take legal proceedings.

### 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 the firm not be able to meet its liabilities. Further information can be obtained from either Homeserve Claims Management Ltd or on [www.fscs.org.uk](http://www.fscs.org.uk)

### Cancellation rights

If this section does not meet **your** requirements, please return all **your** documents within 14 days of receipt and providing no claims have been made **we** will refund **your** premium in full.

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

## Family legal protection

**Your** policy schedule will show if this section is in force.

The **insurer** under this section is Inter Partner Assistance. Registered No FC008998.

**You** will have to give **your policy** number (shown in the policy schedule) together with **your** name and address when using this service.

### 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 Family legal protection section only.

**We** list the definitions alphabetically.

### Chances of success

In **our** reasonable opinion:

- it is probable **your** claim will succeed assuming it is decided at a final hearing and **you** will be able to get the compensation or result **you** want and
- **your** interests cannot be better achieved in any other way

### Conditional fee agreement

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

### Costs

- Up to the limit of the cover as shown in the schedule.
- Reasonable legal fees and disbursements (expenses) which you will have to pay to **your professional adviser** and
- Reasonable legal fees and disbursements (expenses) **you** are ordered to pay or have agreed to pay (with **our** permission in writing).

### Event(s)

The incident of the first of a series of incidents which may lead to a claim under this insurance.

**We** will treat only one insured incident as having arisen from all causes of action incidents or **events** that are related by the same cause or at the same time.

### Excess

The first £50 of **your costs** except in relation to cover 6 Tax where the amount is £150.

To make a claim under this section please call 0870 850 9081

### Home

**Your** main permanent private residence.

### Insurer

Inter Partner Assistance The Quadrangle 106 –118 Station Road Redhill Surrey RH1 1PA.  
Registered No FC008998.

Inter Partner Assistance S.A. is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. This can be checked on the FSA register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

### Legal action

Steps **you** need to take to protect **your** legal rights through a court.

For all sections under what is covered on the following pages apart from Cover 1 Personal injury that court must be in the United Kingdom the Channel Islands or the Isle of Man.

### Limit of cover

The most the **insurer** will pay for all claims under this policy arising from one or more **events** which happen at the same time in the same place or from the same cause shown in **your** policy schedule.

### Period of insurance

The period which is no more than one calendar year during which this legal expenses cover is in force as shown in **your** policy schedule.

### Policy period

The period of legal expenses cover **we** provide. It starts with the date on which **you** first took out that cover and ends with the end of the **period of insurance** – as long as there has been no break in cover at any stage.

### Professional adviser

The firm of solicitors or suitably qualified tax adviser **we** appoint to act for **you** under this legal expenses insurance. **We** will appoint Irwin Mitchell Solicitors or their agents **we** have authorised to act for **you** before legal proceedings start or unless there's a conflict of interest.

### Start date

The date during the **policy period** on which this 'claims made' legal expenses cover first started as shown in **your** policy schedule.

### We/us/our

Arc Legal Assistance Limited acting for the **insurer** to manage this legal expenses insurance.

### You/your/yourself

The policyholder named in the policy schedule whose permanent residence is within the United Kingdom the Channel Islands or the Isle of Man and his or her husband wife or partner and their:

- children under the age of 21 and
- parents

if normally living with the policyholder.

## Legal helpline

**You** can contact **our** helpline on 0870 850 9081 for advice on any personal legal or tax problem directly affecting **you**. Please quote 'AXA Exclusive'. **We** will not provide advice about **your** business trade or profession. The legal helpline is available 24 hours a day 365 days a year. The tax helpline is available between 9am and 5pm Monday to Friday (other than public holidays). The advice available from the helpline is limited to the law of the United Kingdom the Channel Islands and the Isle of Man except the tax helpline which is limited to the law of Great Britain and Northern Ireland.

The legal helpline is provided on **our** behalf by Irwin Mitchell Solicitors or their agents **we** have authorised.

**We** will monitor and record calls that are made to **us** for training and other lawful purposes.

Other than for reasons set out in the terms of this policy, **you** are covered for those areas described below as long as the following has happened:

1. During the **period of insurance**:
  - a) **you** become aware about an **event** which may give rise to a claim under this insurance and
  - b) **you** let us know
2. The **event** happens within the **policy period** and after the **start date**. Where **your** claim arises from a series of **events** then the first of these must happen within the **policy period** and after the **start date**.
3. **Costs** must not be greater than any likely financial benefit that **you** would gain as a result of the **legal action**.

## Cover 1 – Personal injury

### What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim against the person or organisation responsible following an **event** which causes **your** death or personal injury.

## Cover 2 – Consumer

### What is covered

1. The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim resulting from a breach of a contract for goods or services **you** have bought for **your** own private use. The contract for the goods or services must have been made after the start of the **policy period** and at least £250 must be in dispute.
2. The **insurer** will pay **your costs** of **legal action** to defend **yourself** in a civil court as a result of a dispute concerning a contract for the private sale of **your** goods. At least £250 must be in dispute and the agreement must have been made after the start of the **policy period**.

To make a claim under this section please call 0870 850 9081

### Cover 3 – Property

#### What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim resulting from an incident which causes:

1. actual or likely physical damage to **your home** and/or
2. a nuisance and/or
3. a trespass

This applies if it affects or will affect **your** owning or living in **your home**.

The **event** must happen at least 180 days after the start of the **policy period** and after the **start date**.

### Cover 4 – Employment

#### What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim as a result of **your** rights relating to **your** contract of employment. This must happen prior to the termination of the contract of employment and at least 90 days after the start of the **policy period** and after the **start date**.

For the purposes of a claim under this section 'infringement' means an interference of **your** rights which in **our** reasonable opinion is serious enough to justify legal proceedings.

### Cover 5 – Motoring prosecution

#### What is covered

The **insurer** will pay **your costs** of **legal action** to defend a criminal prosecution arising from a motoring offence.

### Cover 6 – Tax

#### What is covered

The **insurer** will pay **your costs** of **legal action** to do with an enquiry by HM Revenue & Customs into your private tax affairs after **you** have received a notice under section 9A of the Taxes Management Act 1970 or correspondence under section 29 of that Act .

## What is not covered applies to covers 1 – 6

The **insurer** will not pay for;

1. The **excess** any compensation penalty or taxes.
2. Any claim:
  - a) **you** tell **us** about after the **period of insurance** ends
  - b) where **your** delay during the **period of insurance** in telling **us** of an **event** has prejudiced the **insurer's** position
  - c) arising from an **event** which happens or a series of **events** which starts before the **start date**
  - d) arising from an **event** which happens or a series of **events** which start after the **start date** and outside the **policy period**
  - e) where before the **start date** **we** reasonably believed **you** were aware or should have been aware that a claim was likely to be made
  - f) where **you** were driving a motor vehicle without a valid licence and/or insurance
  - g) more specifically insured or any amount that **you** cannot recover from a more specific insurance because the **insurer** refuses the claim
  - h) which is false or fraudulent
  - i) for legal **costs** which are not a fair representation of any financial benefit that you would have gained for the **legal action**
3. Any claim to do with or arising from:
  - a) medical or clinical treatment advice help or care
  - b) stress emotional or psychological injury
  - c) illness personal injury or death which is caused gradually or is not caused by a single act or failure to act
  - d) anything to do with building rebuilding converting or extending all or part of a building
  - e) marriage separation divorce cohabitation maintenance or proceedings relating to rights about children
  - f) any dispute between a landlord and tenant or licensor and licensee
  - g) a tax or charge relating to **your** owning or living in **your home**
  - h) a dispute with a provider of financial services or products

**To make a claim under this section please call 0870 850 9081**

### What is not covered (continued)

- i) professional negligence in relation to services provided in connection with a matter not covered under this insurance
- j) any works by or under the order of any government public or local authority
- k) town and country planning laws and regulations
- l) a venture for gain or investments of any kind including stocks or shares
- m) intellectual property rights
- n) passing confidential information to another person without permission
- o) any matter connected with **your** business profession or trade unless the claim falls within 1 and/or 4 of 'what is covered'
- p) a manufacturer's warranty or guarantee
- q) subsidence land heave land slip mining or quarrying
- r) anything said or written about **you**
- s) an alleged dishonest or malicious act by **you**
- t) a dispute between **you** and **us**; and/or the **insurer**; and/or the **professional adviser** about this legal expenses cover
- u) the Equal Pay Act 1970 and any amending legislation
- v) any application for judicial review or
- w) computer software operating systems and packaged software tailored by a supplier to your special order

#### 4. Costs

- a) associated with an appeal unless:
  - i) the appeal relates to an **event** that the **insurer** has already covered under this policy.
  - ii) **you** tell **us** in writing that **you** want to appeal at least 6 working days before **you** are required to give notice of appeal.
  - iii) **we** consider that the appeal has reasonable **chances of success**.
- b) of any private prosecution
- c) where the claim falls under Cover 4 Employment of any disciplinary investigatory or grievance procedure connected with your contract of employment or the **costs** associated with any compromise agreement

### What is not covered (continued)

- d) **you** pay or agree to pay before **we** have accepted **your** claim in writing and **your** solicitor or tax adviser confirms in writing that he or she will co-operate with **you** to keep to the terms of this legal expenses cover
  - e) for more than **we** have agreed
  - f) where **you** have entered into a **conditional fee agreement** or any other form of alternative funding without obtaining our permission in writing first
  - g) awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay
  - h) arising from **your** or **your professional adviser's** unreasonable behaviour or failing
  - i) where **you** do not meet **your** duties under this policy or **you** or **your professional adviser** are responsible for anything which in **our** reasonable opinion affect the **insurer's** position
  - j) before legal proceedings are started of any **professional adviser** other than Irwin Mitchell Solicitors or their agents authorised by **us** unless a conflict of interest arises
  - k) an alleged dishonest or malicious act by **you**
5. Additional exclusions for any claim under Cover 6 Tax:
- a) which arises from an enquiry into **your** returns of business income or profits
  - b) where a false representation or statement has been made and this has resulted in misstating **your** personal income or gains or where deliberate misstatements have been made
  - c) for any amendment under section 9(4) of the Taxes Management Act 1970
  - d) for an investigation or enquiry by the Special Compliance Office or after transfer of an enquiry to that Office
  - e) where **you** have failed to keep or file accurate truthful and up to date records or returns or where **you** have failed to comply with statutory time limits or requirements
  - f) for **costs** arising after **you** receive a notice under Section 28A(5) of the Taxes Management Act 1970 telling **you** that the enquiry has been completed

To make a claim under this section please call 0870 850 9081

### General conditions

#### 1. Premium

The policyholder named in the policy schedule must have paid the relevant premium and have been declared to **us** as having done so.

#### 2. Reporting of claims

This is 'claims made' legal expenses insurance. This means that under the terms of this policy you are covered for claims as long as during the **period of insurance**:

- **you** let **us** know about any **event** which may give rise to a claim as soon as **you** are aware of it

If there is more than one **event** arising from the same cause **you** must tell **us** as soon as possible after the first **event**.

**You** must phone **us** on 0870 850 9081 quoting 'AXA Exclusive'. If **you** delay it may prejudice **your** legal position. If **you** are in any doubt about **your** need to tell **us** of a claim under this insurance or **your** eligibility to make a claim **you** should phone **us** and ask to speak to one of **our** legal advisers.

**We** will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of **your** policy schedule.

#### 3. Acceptance of your claim

The **insurer** will pay **costs** incurred after **we** accept **your** claim in writing and **your** solicitor or tax adviser confirms in writing that he or she will co-operate with **you** to keep to the terms of this policy.

The **insurer** will only pay the **costs** of **your** claim:

- which have been agreed in advance by **us** as to both amount and purpose and
- as long as there are reasonable **chances of success**.

If at any stage **we** consider that **your** claim does not have a chance of success **we** will give **you** an explanation of **our** decision in writing. The **insurer** will not provide any further cover for **your** claim. If **you** disagree with **our** decision **you** can refer the matter to an arbitrator please see Disputes within the Family legal protection section.

#### 4. Appointing a professional adviser

At any time before **we** agree that legal proceedings need to be issued **we** will appoint Irwin Mitchell Solicitors or their agents authorised by **us** as **your professional adviser** to act for **you**. **We** can tell **your professional adviser** to act for **you** under a **conditional fee agreement**.

Only if legal proceedings have been issued or a conflict of interest arises can **you** choose a solicitor.

If **you** stop instructing **your professional adviser** without **our** prior written permission the **insurer's** liability will stop at once and the **insurer** may recover any **costs** already paid from **you**.

#### 5. Dealing with your claim

**You** must immediately tell your **professional adviser** to do the following:

Provide **us** as soon as reasonably possible with:

- their views on the merits of **your** claim
- their hourly rate and estimate of the total **costs** of pursuing or defending **your** claim
- any information document or file (including **your professional adviser's** files) relating to **your** claim whether or not privileged that **we** may ask for

Keep **us** fully updated during **your** claim:

- on the progress of **your** claim including any offers to settle
- about any change in his or her views on the merits of **your** claim and
- about any change to his or her estimate of **costs**

**We** will set spending limits for **your professional adviser's** fees and payments during **your** claim. If they go over a limit without **our** prior written permission the **insurer** will not pay for any fees and payments above the relevant spending limit. These limits will not affect the **insurer's** right under 'Assessment and recovery of costs' within the Family legal protection section.

### 6. Co-operating with us and your professional adviser

**You** must co-operate with:

- **us** at all times and reply promptly to any correspondence about **your** claim and
- **your professional adviser** at all times and give them all information that they need and will go to meetings and hearings whenever they ask **you** to

### 7. Investigating and paying your claim

**We** or **our** agents may investigate **your** claim. In **our** absolute discretion the **insurer** may pay **you** an amount equal to **our** reasonable estimate of the value of **your** legal claim or that made against **you** instead of providing cover for **your costs**.

### 8. Settlement

**You** or **your professional adviser** must immediately write to tell **us** about any offer made to settle **your** claim including offers relating to **costs**. **You** must not accept any offers without getting **our** permission first. **We** will not withhold **our** consent in relation to an offer that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees. If **you** do not accept an offer **we** consider to be reasonable the **insurer** will not pay any further **costs**.

### 9. Withdrawing and discontinuing the claim

If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first the **insurer** will not pay **costs** and will be entitled to recover from **you** any fees and payments made or charged before withdrawal or discontinuance.

**We** will not withhold **our** permission in relation to a withdrawal or discontinuance that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees.

### 10. Assessment and recovery of costs

**You** must if **we** ask **you** tell **your professional adviser** to send all of their files and any bill of **costs** for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

**You** must:

- take reasonable steps to recover **costs** awarded or agreed to be paid to **you** and
- immediately pay **us** any **costs you** recover or tell **your professional adviser** to do so

**To make a claim under this section please call 0870 850 9081**

If **you** pay or agree to pay **costs** above the **limit of cover** in order to end **your** case any **costs** awarded or agreed to be paid to **you** will be divided between the **insurer** and **you** to reflect the proportion of **costs** that both the **insurer** and **you** have paid for.

### 11. Disputes

Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the **costs** of the arbitration the **insurer** will not pay these under the policy.

### 12. Agreement

The **insurer** is not bound by any agreement that **you** or **your professional adviser** make without **our** prior approval or permission.

### 13. Waiver

If **we** or the **insurer** waive(s) any right or breach of any term of this policy this will not waive any right or later breach.

### 14. Transferring your rights

**You** cannot transfer **your** rights under this policy. A person partnership (whether limited or not) or company who is not involved in this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## Cancellation

**You** or the **insurer** can cancel this policy by giving 14 days notice in writing to the other. If **we** cancel **you** may be entitled to a refund of some of the premium as long as **you** have not made a claim.

## The law that applies

**You** and the **insurer** can choose the law that applies to this policy. The **insurer** proposes that English law applies. Unless **you** and the **insurer** agree otherwise English law will apply to this policy.

## Complaints procedure

If **you** are not happy with any part of the service **you** have received **you** should contact **us** at the address below. **We** will send a full response within five working days or tell **you** within that time when **you** can expect a response.

The Managing Director  
Arc Legal Assistance Limited  
PO Box 8921  
Colchester CO4 5YD

Phone: 0870 350 4400

If **we** cannot sort out **your** complaint **you** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Phone: 0845 080 1800

This procedure does not affect **your** legal rights.

# Travel

**Your** policy schedule will show if this section is in force.

## 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 Travel section only.

### **We/us/our**

AXA Insurance UK plc.

### **You/your/insured person**

A person shown below as long as the person is included under the Travel section in **your** policy schedule.

#### 1. Adult

The first named policyholder shown in your policy schedule as long as they were under the age of 80 years at the start date:

- a) of cover for that person and
- b) at any renewal date of your policy following this (while this section is in force)

#### 2. Couple

The first named policyholder shown in your policy schedule and spouse as long as they were under the age of 80 years at the start date:

- a) of cover for that person and
- b) at any renewal date of your policy following this (while this section is in force)

Spouse includes civil or domestic partner of the **insured person**.

#### 3. Family

The first named policyholder shown in **your** policy schedule and spouse as long as they were under the age of 80 years and any child of the **insured person** under the age of 18 years at the start date:

- a) of cover for that person and
- b) at any renewal date of **your** policy following this (while this section is in force)

Spouse includes civil or domestic partner of the **insured person**.

**To make a claim under this section please call 0870 850 1473**

### **Bodily injury**

Means an identifiable physical injury **you** suffer caused by sudden unexpected external and visible means.

Injury as a result of **you** being unavoidably exposed to extreme weather will be considered to have been caused by **bodily injury**.

### **Business equipment**

Means items **you** use to support **your** business activity including office equipment which is portable by design including but not restricted to personal computers phones and calculators.

### **Business trip**

Means a **trip** taken wholly or partly for business purposes but excluding manual work.

### **Close business associate**

Means any person whose absence from the business for one or more complete days at the same time as **your** absence prevents the business from continuing properly.

### **Close relative**

Means mother father sister brother wife husband daughter son grandparent grandchild parent-in-law son-in-law daughter-in-law sister-in-law brother-in-law step parent step child step sister step brother foster child legal guardian partner or fiancé/fiancée.

### **Curtailment/curtail**

Means abandoning the **trip** by direct return to the **United Kingdom** or as a result of **bodily injury** or illness **you** have to stay in hospital for the rest of the **trip**.

### **Home**

Means **your** normal place of residence in the **United Kingdom**.

### **Medical condition**

Means any disease illness or injury.

### **Medical practitioner**

Means a registered practising member of the medical profession who is not related to **you** or any person **you** are travelling with.

### **Period of insurance**

Means the period for which **we** have accepted the premium as shown in **your** policy schedule. During this period any **trip** not exceeding 21 days is covered. Cover A – Cancellation cover applies from the date shown in the policy schedule or the time of booking any **trip** (whichever is later) and ends when you start any **trip**.

For all other sections of the policy the insurance begins when **you** leave **your home** or for a **business trip your** place of business in the **United Kingdom** (whichever is later) to begin the **trip** and ends when **you** return to **your home** or place of business in the **United Kingdom** (whichever is earlier) on completion of the **trip**. The **period of insurance** is automatically extended for the period of the delay if **you** cannot return to the **United Kingdom** because of an event insured by this policy.

### **Public transport**

Means any publicly licensed aircraft sea vessel train or coach on which **you** are booked to travel.

### Ski equipment

Means skis (including bindings) ski boots ski poles and snowboards.

### Terrorism

Means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisations(s) or governments committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Trip

Means any holiday business or pleasure **trip** or journey **you** make within the area of travel shown in the policy schedule which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way **trips** or journeys.

Any **trip** over 21 days is not insured and any **trip** solely within the **United Kingdom** is only covered where **you** have pre-booked at least two nights accommodation in a hotel motel holiday camp bed and breakfast holiday cottage or similar accommodation rented for a fee. Each **trip** is considered to be a separate insurance each being subject to the terms definitions exclusions and conditions contained in this policy.

### Unattended

Means when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

### United Kingdom

Means England Scotland Wales Northern Ireland Isle of Man and the Channel Islands.

## Claims conditions

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

If **you** do not comply **we** may decide to cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

### Claims

Contact **us** by phone on the appropriate helpline. Helpline numbers are shown in **your** policy schedule claims helpline card and the Helpful phone numbers page of **your** policy booklet.

**You** must do this within 30 days or as soon as possible after this following any **bodily injury** illness disease incident event redundancy or discovering any loss which may give rise to a claim under this policy.

**You** must also let **us** know if **you** are aware of any writ summons or impending prosecution. **You** must send **us** immediately every communication relating to a claim. **You** or anyone acting on **your** behalf must not negotiate admit or refuse any claim without **our** written consent.

**To make a claim under this section please call 0870 850 1473**

**You** or **your** legal representatives must supply at **your** own expense all information evidence and medical certificates as required by **us**. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also ask for and will pay for a post-mortem examination.

**You** must keep any property which is damaged and if **we** ask send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is later recovered or there is any salvage then it will become **our** property. **We** may refuse to refund **you** for any expenses for which **you** cannot provide receipts or bills.

### Subrogation

**We** are entitled to take over any rights to defend or settle any claim and to take proceedings in **your** name for **our** benefit against any other party.

### Fraud

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

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

- makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way or
- makes a statement in support of a claim knowing the statement to be false in any way or
- sends **us** a document in support of a claim knowing the document to be forged or false in any way or
- makes a claim for any loss or damage caused by **you** or **your family's** wilful act or with **your** agreement knowledge or collusion

Then:

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the policy
- **we** may at **our** option declare the policy void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date
- **we** shall not return any premium
- **we** may tell the police of the circumstances

### Important conditions relating to health

**You** must comply with the following conditions to have the full protection of the Travel section.

If **you** do not comply **we** may at **our** option to refuse to deal with **your** claim or reduce the amount of any claims **we** pay.

1. It is a condition of the Travel section that **you** will not be covered under cover A – Cancellation or curtailment charges cover B – Emergency medical and other expenses cover C – Hospital benefit and cover D – Personal accident for any claims arising directly or indirectly from the following:
  - a) at the time of taking out the Travel section:

- i) any **medical condition you** have or have had for which **you** are taking prescribed medication or are waiting to receive or have received treatment (including surgery tests or investigations) within the last 5 years
  - ii) any **medical condition** for which **you** have received a terminal prognosis
  - iii) any **medical condition** for which **you** have not had a diagnosis
  - iv) any **medical condition** for which **you** are on a waiting list for or have knowledge of the need for surgery in patient treatment or investigation at a hospital clinic or nursing home
  - v) any circumstances **you** are aware of that could reasonably be expected to give rise to a claim on this policy
- b) at any time:
- i) any **medical condition you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought his/her advice), but despite which **you** still travel
  - ii) any surgery, treatment or investigations for which **you** intend to travel outside of the **United Kingdom** or within the Channel Islands to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures)
  - iii) any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**
  - iv) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

**You** should also refer to the General exclusions section and travel general exclusions.

### Travel general exclusions

These apply to all covers of this Travel section.

**We** will not pay for claims arising directly or indirectly from the following:

1. war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion **terrorism** revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power but this exclusion shall not apply to losses under cover B – Emergency medical and other expenses cover C – Hospital benefit and cover D – Personal accident unless such losses are caused by nuclear chemical or biological attack or the disturbances were already taking place at the beginning of any **trip**
2. **your** taking part in winter sports unless winter sports cover is shown as included in **your** policy schedule in which case cover will apply to the winter sports shown in the Sports and activities covered list
3. **your** taking part in or practising of any other sport or activity unless shown as covered in the Sports and activities covered list
4. **your** use of a motorised vehicle unless a full **United Kingdom** driving licence is held allowing the use of such vehicles in the **United Kingdom**

**To make a claim under this section please call 0870 850 1473**

5. **your** deliberate self-inflicted injury or illness suicide or attempted suicide sexually transmitted diseases solvent abuse alcohol abuse drug use (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner** but not for the treatment of drug addiction) self-exposure to needless peril (except in an attempt to save human life)
6. **your** own unlawful action or any criminal proceedings against **you**
7. any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance. *Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.*
8. operational duties of a member of the armed forces
9. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel

## Sports and activities covered

The following lists show the sports and activities that this Travel section will cover. If **you** are taking part in any other sports or activities not mentioned these are not covered by this Travel section.

### Covered as standard

abseiling (within organisers guidelines)  
 administrative, clerical or professional occupations  
 aerobics  
 amateur athletics (track and field)  
 archaeological digging  
 archery  
 assault course  
 badminton  
 banana boating  
 baseball  
 basketball  
 beach games  
 billiards/snooker/pool  
 body boarding (boogie boarding)  
 bowls  
 \* camel riding  
 canoeing (up to grade 2 rivers)  
 \* clay pigeon shooting  
 climbing (on climbing wall only)  
 cricket  
 croquet  
 curling  
 cycling (no racing)  
 deep sea fishing  
 \* driving any motorised vehicle for which you are licenced to drive in the United Kingdom (other than in motor rallies or competitions)  
 elephant riding/trekking  
 falconry  
 fell walking/running  
 fencing

fishing  
 fives  
 flying as a fare paying passenger in a fully licensed passenger carrying aircraft  
 football (amateur only and not main purpose of trip)  
 \*glass bottom boats/bubbles  
 \* go karting (within organisers guidelines)  
 golf  
 handball  
 horse riding (excluding competitions, racing, jumping and hunting)  
 hot air ballooning (organised pleasure rides only)  
 \*hovercraft driving/passenger  
 hurling (amateur only and not main purpose of trip)  
 indoor climbing (on climbing wall)  
 \* jet boating (no racing)  
 \* jet skiing (no racing)  
 jogging  
 \*karting (no racing)  
 kayaking (up to grade 2 rivers)  
 korfball  
 mountain biking (no racing)  
 netball  
 octopush  
 orienteering  
 \* paint balling/war games (wearing eye protection)  
 pony trekking

### Covered as standard (continued)

\*power boating (no racing and non-competitive)  
 \*quad biking (no racing)  
 racket ball  
 rambling  
 refereeing (amateur only)  
 ringos  
 roller skating/blading/in line skating (wearing pads and helmets)  
 rounders  
 rowing (no racing)  
 running (non-competitive and not marathon)  
 safari trekking (must be organised tour)  
 \*sailing/yachting (if qualified or accompanied by a qualified person and no racing)  
 sand boarding  
 sand dune surfing/skiing  
 sand yachting  
 scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone)  
 \*shooting/small bore target/rifle range shooting (within organisers guidelines)  
 skateboarding (wearing pads and helmets)  
 sledging (not on snow)  
 snorkelling  
 softball  
 spear fishing (without tanks)  
 \*speed sailing  
 squash

students working as counsellors or university exchanges for practical course work (non manual)  
 surfing  
 swimming  
 swimming with dolphins  
 swimming/bathing with elephants  
 Sydney harbour bridge (walking across roped together)  
 table tennis  
 \*tall ship crewing (no racing)  
 ten pin bowling  
 tennis  
 trampolining  
 tree canopy walking  
  
 trekking/hiking/walking up to 2,500 metres above sea level  
 tug of war  
 volleyball  
 wake boarding  
 water polo  
 water skiing/water ski jumping  
 whale watching  
 wind surfing/sailboarding  
 wind tunnel flying (pads and helmets to be worn)  
 zip lining/trekking (safety harness must be worn)  
 zorbing/hydro zorbing/sphering

\* No cover under Contents worldwide cover 10 Personal liability

### Covered if you have paid the appropriate winter sports premium

airboarding  
 big foot skiing  
 blade skating  
 dry slope skiing  
 glacier skiing/walking  
 husky dog sledging (organised, non-competitive with local driver)  
 \*ice go karting (within organisers guidelines)  
 ice skating  
 \*ice windsurfing  
 kick sledging  
 ski – blading  
 ski boarding  
 ski run walking

skiing on piste\*\*  
 skiing – mono  
 skiing - off piste with a guide\*\*  
 sledging/tobogganing  
 \* sledging/sleigh riding as a passenger (pulled by horse or reindeer)  
 snow blading  
 snow boarding on piste\*\*  
 snow boarding - off piste with a guide\*\*  
 snow shoe walking  
 snow tubing  
 winter walking (using crampons and ice picks only)

\* No cover under Contents worldwide cover 10 Personal liability

\*\* A piste is a recognised and marked ski run within the resort boundaries.

### Emergency and medical service

**You** must contact AXA Assistance if **you** become seriously ill or have an accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation or in the event of **curtailment** necessitating **your** early return **home**. The service is available to **you** and operates 24 hours a day 365 days a year for advice help making arrangements for hospital admission repatriation and authorisation for medical expenses. If this is not possible because the condition needs immediate emergency treatment **you** must contact AXA Assistance as soon as possible. **We** will not cover medical treatment unless authorised specifically by AXA Assistance.

#### Medical assistance abroad

AXA Assistance has the medical expertise contacts and facilities to help if **you** are injured in an accident or fall ill. AXA Assistance will also arrange transport **home** when this is considered to be medically necessary or when **you** are told about the serious illness or death of a **close relative** at **home**.

#### Payment for medical treatment abroad

If **you** are admitted to a hospital or clinic while abroad AXA Assistance will arrange for medical expenses covered by this Travel section to be paid direct to the hospital or clinic. To take advantage of this benefit someone must contact AXA Assistance for **you** as soon as possible.

For simple out-patient treatment **you** should pay the hospital or clinic yourself and claim back medical expenses from **us** when **you** return to the **United Kingdom**. Beware of requests for **you** to sign for excessive treatment or charges. If **you** are not sure please call AXA Assistance for guidance.

#### Contact AXA Assistance on:

+44 (0) 845 223 5568

#### Reciprocal health agreements

##### EU EEA or Switzerland

If **you** are travelling to countries within the European Union (EU) the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC) application from **your** local Post Office. **You** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by phoning 0845 606 2030. This will entitle **you** to benefit from the reciprocal health care arrangements that exist between countries within the EU and EEA or Switzerland. In the event of liability being accepted for a medical expense that has been reduced because **you** have used either a European Health Insurance Card or private health insurance **we** will not apply the deduction of excess under cover B – Emergency medical and other expenses.

### Australia

If **you** need medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive but **you** must do this after the first time **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. **You** can find details of how to enrol and the free treatment available in the Health advice for travellers booklet available from **your** local Post Office or please call AXA Assistance for guidance.

If **you** are admitted to hospital **you** must contact AXA Assistance as soon as possible and obtain their authority for any treatment not available under MEDICARE.

Contact AXA Assistance on:

+44 (0) 845 223 5568

## Cover A – Cancellation or curtailment charges

### What is covered

**We** will pay **you** up to £3,000 for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay together with any extra travel expenses **you** have to pay if:

1. cancellation of the **trip** is necessary and unavoidable or
2. the **trip** is **curtailed** before completion

as a result of any of the following events occurring:

- a) the death; **bodily injury**; illness; disease; or complications arising as a direct result of pregnancy of:
  - i) **you**
  - ii) any person who **you** are travelling or have arranged to travel with
  - iii) any person who **you** have arranged to stay with temporarily
  - iv) **your close relative**
  - v) a **close business associate**
- b) compulsory quarantine jury service attendance or being called as a witness at a Court of Law for **you** or any person who **you** are travelling or have arranged to travel with
- c) redundancy (which qualifies for payment under current **United Kingdom** redundancy payment legislation and at the time of booking the **trip** there was no reason to believe anyone would be made redundant) of **you** or any person who **you** are travelling or have arranged to travel with
- d) **you** or any person with who **you** are travelling or have arranged to travel with are a member of the armed forces police fire nursing or ambulance services or employees of a government department and have **your**/their authorised leave cancelled for operational reasons as long as the cancellation or **curtailment** could not reasonably have been expected at the time **you** bought this insurance
- e) the police asking **you** to stay at or return to **your home** due to serious damage to **your home** caused by fire aircraft explosion storm flood subsidence malicious people or theft

To make a claim under this section please call 0870 850 1473

## What is not covered

1. The first £100 of each and every claim per incident per cover for each **insured person** subject to a maximum of £200 per each Travel cover.
2. The cost of airport departure duty.
3. Any claims arising directly or indirectly from:
  - a) redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where **you** received a warning or notice of redundancy before **you** bought this insurance or booked any **trip** (whichever is the earlier)
  - b) circumstances **you** knew about before the date **you** bought this insurance or booked any **trip** (whichever is the earlier) which could reasonably have been expected to lead to cancellation or **curtailment** of the **trip**
4. Travel tickets paid for using any airline mileage reward scheme for example air miles.
5. Stress anxiety depression or any other mental or nervous disorder that **you** are suffering from unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.
6. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

**You** should also refer to the Important conditions relating to health in the Travel section.

## Special conditions relating to claims

1. **You** must get a medical certificate from a **medical practitioner** and the prior approval of AXA Assistance to confirm the necessity to return **home** prior to **curtailment** of the **trip** due to death, **bodily injury**, illness, disease or complications arising as a direct result of pregnancy.
2. If **you** fail to notify the travel agent tour operator or provider of transport or accommodation immediately it is found necessary to cancel the **trip our** liability will be restricted to the cancellation charges that would have applied had failure not occurred.
3. If **you** cancel the **trip** due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that **you** are suffering from **you** must provide a medical certificate from a consultant specialising in the relevant field or
  - b) any other **bodily injury**, illness, disease or complications arising as a direct result of pregnancy **you** must provide a medical certificate from a **medical practitioner** stating that this necessarily and reasonably prevented **you** from travelling.

**To make a claim under this section please call 0870 850 1473**

## Cover B – Emergency medical and other expenses

### What is covered

**We** will pay **you** up to £5,000,000 for the following expenses which are necessarily incurred within 12 months of the incident as a result of **your** suffering unforeseen **bodily injury** or illness and/or compulsory quarantine:

1. emergency medical surgical hospital ambulance and nursing fees and charges incurred:
  - a) outside the **United Kingdom** or
  - b) within the Channel Islands
2. emergency dental treatment for the immediate relief of pain (to natural teeth only) up to £200 incurred:
  - a) outside the **United Kingdom** or
  - b) within the Channel Islands
3. if **you** die outside the **United Kingdom** **we** will pay the reasonable additional cost of funeral expenses abroad up to £1,500 plus the reasonable cost of bringing **your** ashes to **your home** or the extra costs of returning **your** body to **your home**
4. reasonable extra transport (economy class) or accommodation expenses incurred up to the standard of **your** original booking if it is medically necessary for **you** to stay beyond **your** scheduled return date

This includes with the prior authorisation of AXA Assistance reasonable extra transport or accommodation expenses for a friend or **close relative** to stay with **you** or travel to **you** from the **United Kingdom** or escort **you** and extra travel expenses to return **you** to **your home** if **you** cannot use the return ticket.

5. with prior authorisation of AXA Assistance the extra costs incurred to use air transport or other suitable means including qualified attendants to repatriate **you** to **your home** if it is medically necessary. Repatriation expenses will be for the identical class of travel used on the outward journey unless AXA Assistance agree otherwise

### What is not covered

1. The first £100 of each and every claim per incident per cover for each **insured person** but subject to a maximum of £200 per each Travel cover.
2. Normal pregnancy, without any accompanying **bodily injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
3. Any claims arising directly or indirectly from:
  - a) costs of phone calls other than calls to AXA Assistance telling them of the problem for which **you** are able to provide a receipt or other evidence to show the cost of the call and the number **you** phoned
  - b) the cost of treatment or surgery including exploratory tests which are not directly related to the **bodily injury** or illness which meant **you** had to go into hospital
  - c) any expenses which are not usual reasonable or customary to treat **your bodily injury** or illness

### What is not covered (continued)

- d) any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and AXA Assistance can be delayed reasonably until **you** return to the **United Kingdom**
  - e) expenses incurred in obtaining or replacing medication which at the time of departure is known to be required or to be continued outside the **United Kingdom**
  - f) extra costs arising from single or private room accommodation
  - g) treatment or services provided by a health spa convalescent or nursing home or any rehabilitation centre unless agreed by AXA Assistance
  - h) any expenses incurred after **you** have returned to the **United Kingdom**
  - i) expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication
  - j) **your** decision not to be repatriated after the date when in the opinion of AXA Assistance it is safe to do so
4. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

**You** should also refer to the Important conditions relating to health in the Travel section.

### Special conditions relating to claims

1. **You** must give notice as soon as possible to AXA Assistance or **us** of any **bodily injury** or illness which means **you** have to go into hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer a **bodily injury** or illness **we** reserve the right to move **you** from one hospital to another and arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this if in the opinion of the **medical practitioner** in attendance or AXA Assistance **you** can be moved safely and/or travel safely to the **United Kingdom** to continue treatment.

### Cover C – Hospital benefit

#### What is covered

**We** will pay **you** £30 for every complete 24 hours **you** have to stay in hospital as an in-patient:

1. outside the **United Kingdom** or
2. within the Channel Islands

up to £500 as a result of **bodily injury** or illness **you** suffer

**We** will pay the amount above in addition to any amount payable under cover B – Emergency medical and other expenses.

**To make a claim under this section please call 0870 850 1473**

## What is not covered

1. Any claims arising directly or indirectly from:
  - a) any extra period of hospitalisation relating to the treatment or surgery including exploratory tests which are not directly related to the **bodily injury** or illness which led to **you** having to go into hospital
  - b) hospitalisation relating to any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and AXA Assistance can be delayed reasonably until **your** return to the **United Kingdom**
  - c) any extra period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre
  - d) hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication
  - e) any extra period of hospitalisation following **your** decision not to be repatriated after the date when AXA Assistance believe it is safe to do so
2. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

### Special conditions relating to claims

**You** must give notice as soon as possible to AXA Assistance or **us** of any **bodily injury** or illness which means **you** have to go into hospital as an in-patient.

## Cover D – Personal accident

### Special Definitions (which are shown in bold)

#### Loss of limb

Means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

#### Loss of sight

Means total and irrecoverable **loss of sight**.

## What is covered

**We** will pay either:

1. one of the benefits 1. to 3. on the following page if **you** suffer **bodily injury** which shall solely and independently of any other cause result within two years in **your** death **loss of limb loss of sight** or permanent total disablement and/or
2. benefit 4 on the following page if **you** suffer **bodily injury** as a result of a road traffic accident while **you** are travelling in a hire car in New Zealand which shall solely and independently of any other cause result in **your** temporary total disablement

What is covered (continued)			
Benefit	Up to age 15 years inclusive	Age 16 years to 64 years inclusive	Age 65 years and over
1. Death	£2,000	£25,000	£2,000
2. Loss of one or more limbs and/or loss of sight in one or both eyes	£25,000	£25,000	Not covered
3. Permanent total disablement	£25,000	£25,000	Not covered
4. Temporary total disablement	Not covered	£250 a week	£250 a week

### Special conditions relating to claims

**Our medical practitioner** may examine **you** as often as they consider necessary in the event of a claim.

### Provisions

#### We will not pay benefit to you:

- a) under more than one of benefits 1 2 or 3
- b) under benefit 3 until one year after the date **you** suffer **bodily injury**
- c) under benefit 3 if **you** are able or may be able to carry out any gainful employment or gainful occupation
- d) under benefit 4 for the first 7 days of such disablement or for more than 52 weeks from the date **you** suffer **bodily injury**
- e) under benefit 4 if **you** are able or may be able to carry out a substantial part of **your** gainful employment or gainful occupation (whether on a full time or part time basis) or (where **you** are not gainfully employed or gainfully occupied) if **you** are not necessarily confined to a hospital nursing home or similar establishment or to a private residence

### What is not covered

Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

**To make a claim under this section please call 0870 850 1473**

## Cover E – Delayed baggage

### What is covered

We will pay **you** up to £100 for the emergency replacement of clothing medication and toiletries if **your** baggage is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours as long as written confirmation is obtained and sent to **us** from the carrier confirming the number of hours the baggage was delayed.

### What is not covered

1. Loss or damage due to delay confiscation or detention by customs or other authority.
2. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

## Cover F – Delayed departure

### What is covered

If departure of the **public transport** on which **you** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 12 hours from the scheduled time of departure due to:

- a) strike or
- b) industrial action or
- c) adverse weather conditions or
- d) mechanical breakdown of or a technical fault in the **public transport** on which **you** are booked to travel

We will pay **you**:

1. £25 for the first completed 12 hours delay and £25 for each full 12 hours delay after that up to £200 or
2. up to £3,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay if after a minimum 12 hours has elapsed **you** choose to cancel your **trip**

**You** may claim only under subsection 1 or 2 above for the same event not both.

***You** may claim only under cover F – Delayed departure or cover G – Missed departure for the same event not both.*

### What is not covered

1. The first £100 of each and every claim per incident per cover for each **insured person** under subsection 2 but subject to a maximum of £200 per each Travel cover.
2. Claims arising directly or indirectly from:
  - a) strike or industrial action or air traffic control delay existing or announced publicly by the date **you** bought this travel section
  - b) an aircraft or sea vessel being withdrawn from service (temporarily or otherwise) on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country

### What is not covered (continued)

3. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

#### Special conditions relating to claims

1. **You** must check in according to the itinerary given to **you**.
2. **You** must obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent tour operator or provider of transport.

### Cover G – Missed departure

#### What is covered

We will pay **you** up to £500 for reasonable extra accommodation (room only) and travel expenses **you** have to pay to reach **your** overseas destination or return to the **United Kingdom** if **you** fail to arrive at the international departure point in time to board the **public transport** on which **you** are booked to travel on the initial international journey of the **trip** as a result of:

1. the failure of other **public transport** or
2. an accident to or breakdown of the vehicle in which **you** are travelling or
3. an accident or breakdown happening ahead of **you** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which **you** are travelling or
4. strike industrial action or adverse weather conditions

***You** may claim only under cover F – Delayed departure or cover G – Missed departure for the same event not both.*

#### What is not covered

1. The first £100 of each and every claim per incident per cover for each **insured person** but subject to a maximum of £200 per each Travel cover.
2. Claims arising directly or indirectly from:
  - a) strike or industrial action existing or announced publicly by the date **you** bought this Travel section
  - b) an accident to or breakdown of the vehicle in which **you** are travelling for which a professional repairers report is not provided
  - c) breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained according to the manufacturers instructions

**To make a claim under this section please call 0870 850 1473**

## What is not covered (continued)

- d) an aircraft or sea vessel being withdrawn from service (temporarily or otherwise) on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country
- 3. Extra expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
- 4. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

### Special conditions relating to claims

1. In the event of a claim arising from any delay happening on a motorway or dual carriageway **you** must obtain written confirmation from the police or emergency breakdown services of the location reason for and duration of the delay.
2. **You** must allow sufficient time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

## Covers H I and J – Winter sports

**Your** policy schedule will show if these sections are in force

Cover for sections H I and J only applies for up to 21 days in total in each **period of insurance** if **you** have chosen the winter sports extension.

### Cover H – Hired / hire of ski equipment

Cover for **your own ski equipment** is provided under the Contents worldwide section

#### What is covered

**We** will pay **you**:

1. up to £300 for the accidental loss of theft of or damage to hired **ski equipment**. The amount **we** pay will be the value at today's prices less a deduction for wear tear and depreciation (or **we** may at **our** option replace reinstate or repair the lost or damaged **ski equipment**)

The maximum **we** will pay for any one article pair or set of articles is £250.

2. up to £30 a day up to £300 for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss of theft of or damage to or temporary loss in transit for more than 24 hours of **your own ski equipment**

#### What is not covered

1. The first £100 of each and every claim per incident per cover for each **insured person** under subsection 1. but subject to a maximum of £200 per each Travel cover.
2. Loss theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle:

### What is not covered (continued)

- a) overnight between 9 p.m. and 9 a.m. (local time) or
- b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot or for those vehicles without a separate boot locked in the vehicle and covered from view
- 3. Loss or damage due to delay confiscation or detention by customs or other authority.
- 4. Loss or damage caused by wear and tear depreciation deterioration atmospheric or climatic conditions moth vermin any process of cleaning repairing or restoring mechanical or electrical breakdown.
- 5. Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

### Special conditions relating to claims

1. **You** must report to the local police within 24 hours of discovery and obtain a written report of the loss theft or attempted theft of all **ski equipment**.
2. If **ski equipment** is lost stolen or damaged while in the care of a carrier transport company authority or hotel **you** must report to them in writing details of the loss theft or damage and obtain written confirmation. If **ski equipment** is lost stolen or damaged while in the care of an airline **you** must:
  - a) obtain a Property Irregularity Report from the airline
  - b) give formal written notice of the claim to the airline within the time limit shown in their conditions of carriage (please keep a copy)
  - c) keep all travel tickets and tags to send to **us** if **you** are making a claim under this policy
3. **You** must keep receipts for items lost stolen or damaged as these will help **you** to substantiate your claim.

### Cover I – Ski pack

#### What is covered

##### We will pay you:

1. up to £300 for the unused portion of **your** ski pack (ski school fees lift passes and hired **ski equipment**) following **your bodily injury** or illness
2. up to £150 for the unused portion of **your** lift pass if it is lost

#### What is not covered

Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

**To make a claim under this section please call 0870 850 1473**

### Special conditions relating to claims

**You** must provide written confirmation from a **medical practitioner** that the **bodily injury** or illness prevented **you** from using your ski pack.

### Cover J – Piste closure

#### What is covered

**We** will pay **you** up to £30 a day up to £600 for the cost of transport organised by the tour operator to an alternative site if lack of snow conditions or avalanche results in the closure of skiing facilities (excluding cross-country skiing) in **your** resort and it is not possible to ski. The cover only applies:

1. to the resort which **you** have pre-booked for more than 12 hours and for as long as these conditions continue at the resort but not more than the pre-booked period of **your trip** and
2. to **trips** taken outside the **United Kingdom** during the published ski season for **your** resort

If no alternative sites are available **we** will pay **you** compensation of £30 a day up to £600.

#### What is not covered

Anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

### Special conditions relating to claims

**You** must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in **your** resort and the reason for the closure.

### Cover K – Business travel

**Your** policy schedule will show if this cover is in force.

This extension provides the following modifications to this Travel section specifically in respect of any **business trip** made by **you** during the **period of insurance**.

#### What is covered

1. **We** will pay **you** up to £750 for the accidental loss of theft of or damage to **business equipment**. The amount payable will be the current market value which takes into account a deduction for wear and tear and depreciation (or **we** may at **our** option replace reinstate or repair the lost or damaged **business equipment**).

The maximum **we** will pay for any one article pair or set of articles is £500.

2. **We** will pay reasonable extra accommodation and travelling expenses incurred in arranging for a colleague or business associate to take **your** place on a pre-arranged **business trip** in the event that:
  - a) **you** die
  - b) **you** are unable to make the **business trip** due to **you** being hospitalised or totally disabled as confirmed in writing by a **medical practitioner**
  - c) **your close relative** or **close business associate** in the **United Kingdom** dies is seriously injured or falls seriously ill

## What is not covered

1. In respect of cover 1:
  - a) the first £100 of each and every claim per incident per cover for each **insured person** but subject to a maximum of £200 per each Travel cover
  - b) **business equipment** left **unattended** at any time (including in the custody of carriers) unless deposited in a hotel safe safety deposit box left in **your** locked accommodation or in the locked boot or covered luggage area of a motor vehicle in which **you** are travelling and evidence of forcible and violent entry to the vehicle is available
  - c) loss or damage due to delay confiscation or detention by customs or other authority
  - d) wear and tear depreciation or loss or damage by atmospheric or climatic conditions by moth vermin by any process of cleaning repairing or restoring mechanical or electrical breakdown
  - e) loss or theft of or damage to films tapes cassettes cartridges or discs other than for their value as unused materials unless purchased pre-recorded when **we** will pay up to the makers latest list price
2. In respect of cover 2:
  - a) additional costs under **2. b)** if **you** were totally disabled hospitalised or **you** were on a waiting list to go into hospital at the time of arranging the **business trip**
  - b) additional costs under **2. b)** and **c)** if **you** were aware of circumstances at the time of arranging the **business trip** which could reasonably have been expected to give rise to cancellation of the **business trip**
3. In respect of covers 1. and 2:
  - a) any loss or damage arising out of **you** engaging in manual work
  - b) interruption of **your** business or any other loss, damage or additional expense following on from the event for which you are claiming
  - c) anything mentioned in the General exclusions section and travel general exclusions in the Travel section.

**To make a claim under this section please call 0870 850 1473**

### Special conditions relating to claims

1. **You** must report to the local police within 24 hours of discovery and obtain a written report of the loss theft or attempted theft of all **business equipment**.
2. If **business equipment** is lost stolen or damaged while in the care of a carrier transport company authority or hotel **you** must report to them in writing details of the loss theft or damage and obtain written confirmation. If **business equipment** is lost stolen or damaged while in the care of an airline **you** must:
  - a) obtain a Property Irregularity Report from the airline
  - b) give formal written notice of the claim to the airline within the time limit shown in their conditions of carriage (please keep a copy)
  - c) keep all travel tickets and tags to send to **us** if **you** are making a claim under this policy
3. **You** must keep receipts for items lost stolen or damaged as these will help **you** to substantiate **your** claim.

Contained below is your travel claims helpline card



Helpful travel insurance claim numbers

**Policy number:**

Travel helplines:

**Emergency medical  
and repatriation helpline:** 0845 223 5568

**Travel insurance claims:** 0870 850 1473

Please note these helplines are only available if you have selected the optional travel section.



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