

AXA EXTRA

Home Insurance with **extra** peace of mind
Your Policy
October 2007 Edition



Be Life Confident

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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 or by contacting them on 0845 606 1234.

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Your Policy Wording

Welcome to **Your AXA Extra 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 or by contacting them on 0845 606 1234

The information **You** have supplied 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 in the event of injury loss or damage happening within the **Period of Insurance** provide insurance as described in the following pages and referred to in **Your** schedule

If after reading these documents **You** have any questions please contact **Your** Insurance Intermediary

Important

We recommend that **You** read this **Policy** in conjunction with **Your** schedule to ensure that it meets with **Your** requirements Should **You** have any queries please contact **Us** or **Your** Insurance Intermediary

Your attention is drawn to the Complaints Procedure on page 57
A separate Complaints Procedure applies to Home Assistance on page 45 and Family Legal Protection on page 55

The law applicable to this Policy

The clause is different under Home Assistance and Family Legal Protection
Please refer to those sections

You and **We** are free to choose the laws applicable to the **Policy** As **We** are based in England **We** propose to apply the laws of England and Wales and by purchasing this **Policy** **You** have agreed to this

Important Telephone Numbers

<p>Claim Notification Line</p> <p>In the event of a claim telephone Us on this number.</p>	<p>0870 556 1161</p>	<p>If You need to make a claim, We will tell You the process to follow. You should also read the Claims Conditions. Please read the conditions and process before ringing the Claim Notification Line.</p>
<p>Domestic Helpline</p> <p>This facility is included in Your policy. Please read the instructions opposite before making the call.</p>	<p>0870 850 9102</p>	<p>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.</p>
<p>Legal Helpline</p> <p>This facility is included in Your policy. Please read the instructions opposite before making the call.</p>	<p>0870 850 9081</p>	<p>Administered by Arc Legal Assistance Limited and serviced on their behalf by Irwin Mitchell Solicitors.</p> <p>The legal helpline will be able to help You on any private legal problem arising in the United Kingdom the Isle of Man or the Channel Islands.</p> <p>This service is limited to legal advice given on the telephone and subsequently confirmed in writing on request.</p> <p>Quote 'AXA Extra' when contacting the helpline for the first time on any matter.</p>
<p>Home Assistance</p> <p>This is an optional cover, please check Your policy schedule to confirm it is included before calling.</p>	<p>0870 850 9102</p>	<p>Please refer to Your schedule which will include details of cover. Please read the Home Assistance section of Your policy before You telephone.</p> <p>This starts on page 38.</p>
<p>Family Legal Protection</p> <p>This is an optional cover, please check Your Policy schedule to confirm it is included before calling.</p>	<p>0870 850 9081</p>	<p>Please refer to Your schedule which will include details of cover. Please read the Family Legal Protection section of Your policy before You telephone.</p> <p>This starts on page 46.</p> <p>Quote 'AXA Extra - Family Legal Protection' when contacting the helpline for the first time on any matter.</p>

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

Definitions

These definitions do not apply to Home Assistance or Family Legal Protection where separate definitions apply

*Where **We** explain what a word means that word will have the same meaning wherever it is used in the **Policy** or schedule*

*These words are highlighted by the use of **bold print** and start with a capital letter*

Definitions are listed 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 car ports garages and **Outbuildings**

Contents

The definition of **Contents** can be found within the section called Contents Standard Cover within this **Policy**

Domestic Staff

A person employed to carry out domestic duties associated with the **Home** and not employed by **You** in any capacity in connection with any business trade profession or employment

Endorsement(s)

A change to the terms of the **Policy** as shown under **Endorsements** in the schedule

Excess

The amount **You** are required to 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 the 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

Period of Insurance

The dates shown in the schedule

Personal Possessions

The definition of Personal Possessions can be found within the section called Personal Possessions within this **Policy**

Policy

Your Policy booklet and most recent schedule which include 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 30 consecutive days or occupied by squatters

We/Us/Our

AXA Insurance UK plc

You/Your

The person or persons named in the schedule as the Policyholder

Your Policy is designed to help **You** understand the extent of cover provided **You** will find on many pages these headings:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with 'What is not covered' at all times	These sections draw Your attention to what is not included in the scope of Your Policy

To help You further...

We have included some explanatory notes in **Your Policy** These are printed in green

General Conditions

These conditions do not apply to Home Assistance or Family Legal Protection where separate 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 payment*

The Value of Your Contents

You must notify **Us** immediately when the full value of **Your Contents** exceeds £50,000 or such higher sum insured as may be shown in **Your** schedule as a result of Inflation Protection. If the full value of **Your Contents** exceeds this sum the cover under the **Policy** may not apply.

The full value of **Your Contents** means the current cost as new except for clothes furs and household linen where an appropriate allowance for wear and tear should be made.

The Value of Your Buildings

You must notify **Us** immediately if the full value of the **Buildings** exceeds £250,000 or such higher sum insured as may be shown in **Your** schedule as a result of Inflation Protection. If the full value of the **Buildings** exceeds this sum the cover under the **Policy** may not apply.

The full value of the **Buildings** means the cost of rebuilding if the **Buildings** were completely destroyed.

This is not necessarily the market value

Changes in Your Circumstances

You must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- 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 private residential purposes
- if **Your Home** will be **Unoccupied**

You must also notify **Us** as soon as possible if **You** or **Your Family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences.

We will then advise **You** of any change in terms.

*If **You** are in any doubt please ask **Your** Insurance Intermediary*

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

Precious Stones

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

Statutory Cancellation Rights

You may cancel this **Policy** within 14 days of receipt of 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

There is no refund of premium in the event of a total loss claim. However in all other cases **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

In the event of a total loss if **You** are paying by instalments **You** will either

have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

Cancellation Outside The Statutory Period

You may cancel this **Policy** at any time by providing prior written notice to the above address.

Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the **Policy** by providing 21 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

Claims Conditions

These conditions do not apply to Home Assistance or Family Legal Protection where separate conditions apply

You and Your Family must comply with the following claims conditions to have the full protection of Your Policy

If You/They do not comply with them We may at Our option cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment

The First Thing You Must do:

If property is lost or theft or malicious damage is suspected **You** must immediately inform the Police and obtain a crime or lost property reference number

We recommend that **You** check **Your Policy** cover

Check that the loss or damage is covered This **Policy** contains details of what is covered and how claims are settled

You Should Always Immediately:

- contact **Us** by phone on the Helpline shown in **Your** schedule and the Important Telephone Numbers page of **Your Policy**
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

Claims Process

By telephoning **Us** on the Helpline shown in **Your** schedule **We** will:

- take details of the loss
- arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately
- 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 This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster

Emergency Process

We provide a 365 days a year 24 hours a day Domestic Helpline By telephoning the Helpline shown in **Your** schedule and the Important Telephone Numbers page in **Your Policy** an approved contractor can be appointed who will effect a temporary repair. You will remain responsible for any call out charges parts and cost of labour however these repairs may be covered under the **Policy**

We should however be given the opportunity to inspect the damage before permanent repairs are commenced or any item is disposed of

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 and send to **Us** immediately any writ summons letter of claim or other document
- if requested send written details of **Your** claim to **Us** within 30 days
- supply at **Your** own expense all reports certificated plans specification information and assistance that **We** may require

What You Must Not do

- admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them **We** have the right to negotiate settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the property insured and deal with 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**
- abandon any property to **Us**
- dispose of damaged items as **We** may need to see them

Fraud

You and **Your Family** must not act in a fraudulent manner

If **You** or anyone acting for **You**:

- makes a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- makes a statement in support of a claim knowing the statement to be false in any respect or
- submits a document in support of a claim knowing the document to be forged or false in any respect or
- makes a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

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 make any return of premium
- **We** may inform the police of the circumstances

How We Settle Claims

Buildings Contents and Personal Possessions Sections

We will at **Our** option repair reinstate or replace the lost or damaged property Where property cannot be replaced or repaired **We** may at **Our** option pay in cash the amount of the loss or damage If **We** do pay cash the sum payable will reflect any discounts **We** may have received had **We** replaced the property The Sums Insured will not be reduced by any claim

An approved supplier may be appointed where appropriate to act on our behalf to further validate **Your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate

Matching Sets Suites and Carpets

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item **We** will pay **You** for individual damaged items but not for undamaged companion pieces

Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms

Will a Deduction be made for Wear and Tear?

Contents – There will be a deduction for clothes furs and household linen. There will be no deduction for all other **Contents** provided they have been maintained in good repair and the Sum Insured is sufficient to cover the full value of the property (see General Conditions)

The **Buildings** – If repair or reinstatement is carried out there will be no deduction provided that the Sum Insured is sufficient to cover the full value of the **Buildings** and they have been maintained in good repair (see General Conditions)

Other Insurance Policies

If any injury loss or damage is covered by any other insurance **We** will not pay more than **Our** proportion

General Exclusions

These exclusions apply throughout **Your Policy**

We will Not Pay for

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

Sonic Bangs

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

Reduction In Market Value

Any reduction in market value of any property following its repair or reinstatement

Confiscation

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

The exclusions above do not apply to the following covers

Liability to **Domestic Staff**

Tenant's liability

Liability to the public

Property owner's liability

Radioactive Contamination

1. Loss or damage to any property or any loss or expense resulting or arising there from or any other loss, damage or additional expense following on from the event for which you are claiming

2. any legal liability

directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

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

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 hereto

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 organisations(s) or governments(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

Pollution/Contamination

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

- a sudden and unforeseen and identifiable incident
- leakage of oil from a domestic oil installation at **Your Home**

Date Change

1. 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:

- failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all
- computer viruses

2. legal liability directly or indirectly arising from:

- 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 failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all
- computer viruses

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

Inflation Protection

To help protect **You** against the effect of inflation every Sum Insured under **Contents** and **Personal Possessions** and **Buildings** will be increased at the end of each month by the percentage increases in the following indices:

Contents/Personal Possessions

The Consumer Durables section of the Retail Price index compiled 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 a suitable alternative index

We will not reduce the sums insured or monetary limits if an index should fall

Although **You** have the benefit of inflation protection **You** should not rely on this alone to ensure the **Buildings** and **Contents** and **Personal Possessions** Sums Insured are adequate

The value of **Your Buildings** or **Contents** or **Personal Possessions** may be growing faster than inflation – perhaps because of a new extension or acquired items

Contents Standard Cover

*Your schedule will show if this Section is in force
Inflation Protection applied (see page 15)*

What are Contents?	What Contents are not covered?
<p>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 that they are mainly used for private purposes</p> <p>Household Goods This includes tenants' fixtures fittings and interior decorations</p> <p>Personal Effects This means clothes and articles 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 It does not include Valuables or Money</p> <p>Valuables This means jewellery (including costume jewellery) articles of or containing gold silver or other precious metals cameras (which includes video cameras, camcorders and digital cameras) binoculars watches furs paintings and other works of art collections of stamps coins and medals</p> <p>Money This means coins and bank notes in current use cheques postal orders postage stamps which are not part of a collection trading stamps premium bonds saving stamps or certificates luncheon vouchers record 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</p> <p>Business Equipment This means all computers and ancillary equipment (excluding data) and other equipment used for business trade profession or employment purposes which includes stock but excludes Money</p>	<p>a) 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 childrens quad bikes) – <i>but lawnmowers garden implements wheelchairs models and toys are covered</i></p> <p>b) parts accessories tools fitted radios cassette players and compact disc players for the things in (a) above</p> <p>c) any living creature</p> <p>d) Contents more specifically insured by any other insurance</p> <p>e) documents other than as shown in cover 20</p> <p>f) lottery tickets and raffle tickets</p> <p>g) any part of the structure of the Buildings other than fixtures and fittings for which You are responsible as occupier</p>

What is the most We will pay?

We will not pay more in total than the Sum Insured for **Contents** shown in **Your Policy** schedule for any one claim under causes 1–11 For covers 12 13 18 24 30 31 32 we will pay up to the Sum Insured for **Contents** and for covers 14-17 19-23 25-29 up to the limits shown

The following limits apply:

- for any one **Valuable** – 20% of the **Contents** Sum Insured
- for any one claim for **Valuables** – 40% of the **Contents** Sum Insured
- for **Money** – £500
- for **Business Equipment** – £5,000 which can include an amount up to £500 for business stock

These are the standard limits if **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** schedule

What is covered	What is not covered
Loss or damage to Your or Your Family's Contents while they are in the Home by following causes:	The amount of the Excess shown in the schedule except for covers 25 26 and 27
1. Fire smoke explosion lightning earthquake	1. Smoke damage arising gradually or out of repeated exposure
2. Storm or flood <i>Storm means very windy conditions accompanied by heavy rain hail or snow Heavy rain alone does not constitute a storm</i>	2. Loss or damage by frost Loss or damage to property in the open Loss or damage caused by rising ground water levels
3. Theft or attempted theft <i>Minimum security precautions Endorsement may apply – See schedule</i>	3. a) loss or damage while the Home is Unoccupied or Unfurnished b) loss where 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

(continued on next page)

What is covered	What is not covered
3. Theft or attempted theft <i>continued</i>	c) loss or damage from the Home if any part of it is occupied by anyone other than You or Your Family unless there has been forcible and violent entry to or exit from the Home
4. Escape of water from: i. a fixed: a) water installation b) drainage installation c) heating installation ii. a washing machine dishwasher water bed refrigerator or deep freeze cabinet <i>Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative</i>	4. Loss or damage while the Home is Unoccupied or Unfurnished
5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation <i>Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative</i>	5. Loss or damage while the Home is Unoccupied or Unfurnished
6. Malicious persons or vandals <i>Minimum security precautions Endorsement may apply see schedule</i>	6. Loss or damage while the Home is Unoccupied or Unfurnished
7. Riot civil commotion strikes labour and political disturbances	
8. Subsidence or ground heave of the site on which the Buildings stand or landslip	8. Loss or damage resulting from coastal or river bank erosion
9. Collision by: i. aircraft ii. aerial devices iii. road or rail vehicles iv. animals } or anything dropped from them	9. Loss or damage caused by a) domestic pets b) insects
10. Falling trees or branches	10. a) The cost of removal of the fallen tree or branch b) loss or damage caused during tree felling lopping or topping

What is covered	What is not covered
<p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> i. satellite dishes ii. TV or radio aerials aerial fittings or masts iii. lampposts iv. telegraph poles v. electricity pylons poles or overhead cables 	<p>11. Loss or damage to the items themselves</p> <p>Cover for items in or on the Home may be covered – see cover 12.</p>
<p>The following covers are included in this section</p>	
<p>12. ENTERTAINMENT EQUIPMENT</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i. television sets ii. radios iii. MP3 players compact disc players record players and tape recorders iv. video recorders v. DVD players vi. computers (including portable computers) vii. cable/satellite/digital television receivers viii. television aerials and satellite dishes 	<p>12. a) mechanical or electrical breakdown or failure</p> <p>b) damage to records discs cassettes and tapes</p> <p>c) accidental damage or contamination to computers or computer equipment by:</p> <ul style="list-style-type: none"> i. erasure or distortion of data ii. accidental erasure or misfiling of documents or records iii. viruses <p>d) damage caused by or in the process of cleaning maintenance repair dismantling or altering</p> <p>e) loss arising from the cost of remaking any film disc or tape or the value of any information contained on it</p> <p>f) damage to equipment not in or on the Home</p> <p>g) loss or damage by chewing scratching tearing or fouling by domestic pets</p> <p>h) damage caused by wear and tear</p> <p>i) damage caused by rot fungus insects or vermin</p> <p>j) damage caused by the action of light or any atmospheric or climatic condition</p> <p>k) damage caused by any gradually operating cause</p> <p>l) mobile phones</p>

What is covered	What is not covered
<p>13. MIRRORS AND GLASS Accidental breakage of:</p> <ul style="list-style-type: none"> i. mirrors ii. fixed glass in and glass tops of furniture iii. ceramic hobs and ceramic tops of cookers iv. glass oven doors 	<p>13. a) loss or damage while the Home is Unoccupied or Unfurnished b) loss or damage to Your or Your Family's Contents while they are not in the Home</p>
<p>14. REPLACEMENT OF LOCKS We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the Home ii. a safe within or an alarm protecting the Home <p>following the theft of their keys</p> <p>We will not pay more than £500 for any one claim</p> <p><i>Note: Assistance for Emergency Key Replacement for lost keys is provided under Home Assistance (if chosen)</i></p>	<p>14. The cost of replacing keys and locks to a garage or Outbuilding</p> <p>We will only pay under Contents Standard Cover or Buildings Standard Cover if both Sections are insured for any one claim</p>
<p>15. CREDIT CARD LIABILITY 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 from the Home and following its unauthorised use by any person not related to or residing with You</p> <p>We will not pay any more than £1,000 for any one claim</p> <p><i>Do not forget to immediately inform the Police and issuing authorities in the event of a loss</i></p>	<p>15. Any loss unless:</p> <ul style="list-style-type: none"> a) You or Your Family have complied with the terms and conditions of the issuing authority b) any loss or claim due to accounting errors or omissions
<p>16. ACCIDENTAL LOSS OF OIL AND METERED WATER We will pay for accidental loss of domestic heating oil and metered water</p> <p>We will not pay more than £1,000 for any one claim</p>	<p>16. Loss or damage while the Home is Unoccupied or Unfurnished</p>
<p>17. CONTENTS IN THE OPEN Loss or damage by causes 1 and 3-11 to Contents while in the open within the boundaries of the land belonging to the Home</p> <p>We will not pay more than £1,000 for any one claim</p>	<p>17. Loss or damage to:</p> <ul style="list-style-type: none"> a) Valuables or Money b) plants and trees c) Business Equipment <p><i>(continued on the next page)</i></p>

What is covered	What is not covered
<p>Items such as garden furniture, external statues, garden pots are included within this section</p> <p>Limited cover for plants and trees is provided under Cover 29 – Garden Plants</p>	
<p>18. TEMPORARY REMOVAL Loss or damage by causes 1–11 to Contents temporarily removed from the Home to:</p> <ul style="list-style-type: none"> i. any bank or safe deposit ii. any occupied private dwelling iii. any building where You or Your Family are working or temporarily residing while anywhere in the world <p>Under ii. and iii. the maximum amount payable for theft or attempted theft from a room in a school boarding house college or university halls of residence accommodation is £2,500 for any one claim</p> <p>We provide insurance protection for Contents in the Home during normal periods of unoccupancy for example when You are on holiday</p> <p>However if You are going away for 30 consecutive days or more or if the Home is to be vacated please tell Us as this will affect the terms of Your Policy</p> <p>Student belongings This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the Home. Additional cover is available under the Personal Possessions Section (if chosen)</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> a) by theft unless it involves forcible and violent entry to or exit from a building b) from a caravan mobile home or motor home c) outside the United Kingdom the Isle of Man or the Channel Islands by riot civil commotion strikes labour and political disturbances or malicious persons d) to Business Equipment

What is covered	What is not covered
<p>19. ALTERNATIVE ACCOMMODATION</p> <p>While the Home cannot be lived in because of loss or damage covered by this Policy We will pay for:</p> <ul style="list-style-type: none">i. rent payable for which You are legally liable orii. the reasonable increased cost of alternative accommodation for You and Your Family and Your domestic pets <p>We will not pay more than 20% of the Sum Insured for Contents for any one claim</p>	
<p>20. DOCUMENTS</p> <p>Loss or damage by causes 1–11 to documents (other than Money) whilst:</p> <ul style="list-style-type: none">i. within the main building of the Home orii. deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world <p>We will not pay more than £500 for any one claim</p>	<p>20. a) property more specifically insured by any other insurance</p> <p>b) property mainly used for business trade profession or employment purposes</p>
<p>21. AUTOMATIC INCREASE IN SUM INSURED FOR RELIGIOUS FESTIVALS AND WEDDINGS</p> <p>The Contents Sum Insured is automatically increased for gifts and provisions:</p> <ul style="list-style-type: none">i. during the period 30 days before and 30 days after a recognised religious festivalii. during the period 30 days before and 30 days after Your or Your Family's wedding <p>We will not pay more than 10% of the Sum Insured for Contents for any one claim</p>	

What is covered	What is not covered
<p>22. VISITORS' PERSONAL EFFECTS Loss or damage by causes 1–11 to visitors' Personal Effects whilst contained within the Home We will not pay more than £1,000 for each visitor for any one claim</p>	<p>22. Loss or damage specifically excluded under Contents Standard Cover</p>
<p>23. DOMESTIC STAFF'S PERSONAL EFFECTS Loss or damage by causes 1–11 to Domestic Staff's Personal Effects contained within the Home We will not pay more than £1,000 for each member of Domestic Staff for any one claim</p>	<p>23. Loss or damage specifically excluded under Contents Standard Cover</p>
<p>24. FROZEN FOOD Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by: i. a change in temperature ii. contamination by refrigerant or refrigerant fumes The refrigerator or deep freeze cabinet must be: 1. in the Home 2. owned by or the responsibility of You or Your Family</p>	<p>24. Loss or damage resulting from: a) the deliberate act of You or Your Family or any electricity supplier b) strike lock-out or industrial dispute c) property more specifically insured by any other insurance d) property mainly used for business trade profession or employment purposes</p>
<p>25. LIABILITY TO DOMESTIC STAFF 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</p>	<p>25. Your or Your Family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any Domestic Staff when the Domestic Staff are: i. carried in or upon a vehicle or ii. entering or getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by You or Your Family of a 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</p>

What is covered	What is not covered
<p>26. TENANT'S LIABILITY <i>(applicable if the Home is rented)</i> Any amount that You or Your Family</p> <p>become legally liable to pay as tenant of the Home in respect of:</p> <ul style="list-style-type: none">i. damage to the Buildings by any cause specified under Buildings Standard Cover of this Policyii. accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from the Homeiii. accidental breakage of:<ul style="list-style-type: none">1) fixed glass in:<ul style="list-style-type: none">a) windowsb) doorsc) fanlightsd) skylightse) greenhousesf) conservatoriesg) verandahs2) fixed ceramic hobs or hob covers3) fixed sanitaryware and bathroom fittings <p>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</p>	<p>26. Loss or damage to gates hedges and fences</p>
<p>27. LIABILITY TO THE PUBLIC 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:</p> <ul style="list-style-type: none">i. death bodily injury or illness of any person not an employee of either You or Your Familyii. damage to property not belonging to or in the custody or control of You or Your Family or Domestic Staff and arising from:<ul style="list-style-type: none">1) the occupation of the Home (but not its ownership) or2) the private pursuits of You or Your Family or	<p>27. Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none">a) any business trade profession or employmentb) the transmission of any communicable disease or virusc) the ownership possession or use of 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 and models <p><i>(continued on the next page)</i></p>

What is covered	What is not covered
<p>3) the employment by You or Your Family of Domestic Staff</p> <p>We will not pay more than £2,000,000 (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</p>	<p>d) the ownership possession or use of watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers <i>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</i></p> <p>e) the ownership possession or use of 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)</p> <p>f) any action for damages brought in a court outside the United Kingdom the Channel Islands or Isle of Man</p>
<p>28. UNRECOVERED DAMAGES</p> <p>We will pay the amount of any award of damages made in Your or Your Family's favour which:</p> <ul style="list-style-type: none"> i. is in respect of death bodily injury or illness or damage to property of such nature that You or Your Family would have been entitled to indemnity under Liability to the Public had You or Your Family been responsible for the injury or damage and ii. is made by a court within the United Kingdom Isle of Man or Channel Islands and iii. is still outstanding six months after the date on which it is made and iv. is not the subject of an appeal <p>We will not pay more than £2,000,000 in respect of any one award</p>	
<p>29. GARDEN PLANTS</p> <p>Loss or damage to plants and trees by causes 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to the Home</p> <p>We will not pay more than £500 for any one claim</p>	
<p>30. EMERGENCY ENTRY</p> <p>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</p>	

Contents Additional Cover

Your schedule will show if this extension has been chosen

What is covered	What is not covered
31. Accidental loss or damage to Contents whilst in the Home	31. Any loss or damage specifically excluded under Contents Standard Cover Accidental loss or damage: a) by mechanical or electrical breakdown or failure b) arising from the cost of remaking any film disc or tape or the value of any information contained 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 pets e) by wear and tear f) by rot fungus insects or vermin g) by the action of light or any atmospheric or climatic condition h) by any gradually operating cause i) to food drink or plants j) specifically provided for under Contents Standard Cover k) to computers or computer equipment: i. by erasure or distortion of data ii. by accidental erasure or mislaying or misfiling of documents or records iii. by viruses iv. by contamination l) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming m) while the Home is Unoccupied or Unfurnished

What is covered	What is not covered
<p>32. HOUSE REMOVAL Accidental loss or damage to Contents whilst in the course of removal by professional removal contractors from the Home to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man</p>	<p>32. Accidental loss or damage</p> <ul style="list-style-type: none"> 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 sea transit e) whilst the Contents are in storage f) by mechanical or electrical breakdown or failure

Personal Possessions

*Your schedule will show if this Section has been chosen
Inflation Protection applies (see page 15)*

What are Personal Possessions?

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 they are mainly used for private purposes

Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn used or carried and also for example mp3 players mobile phones sports equipment and pedal cycles It does not include **Valuables** or **Money**

Valuables

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

Money

This means coins and bank notes in current use cheques postal orders postage stamps which are not part of a collection trading stamps premium bonds saving stamps or certificates luncheon vouchers record 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

If a reduced premium rate applies for items permanently kept in **Your** bank **We** must be notified prior to their removal otherwise no cover will be operative

What is the most We will pay?

We will not pay more than the Sum Insured shown in total for **Personal Possessions** in **Your Policy** for any one claim

NB: The Sum Insured for **Personal Possessions** is included within the Sum Insured for Contents Standard Cover and is not in addition to it

The following limits apply:

for **Money** – £500

for any one unspecified article – The unspecified **Personal Possessions** Sum Insured or £10,000 whichever is the lower

These are the standard limits if **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** schedule

What is covered	What is not covered
<p>1. Loss or damage to Valuables Money and Personal Effects belonging to You or Your Family whilst anywhere in the world</p>	<p>1. The amount of the Excess shown in the schedule Loss or damage:</p> <ul style="list-style-type: none"> a) arising from the cost of remaking any film disc or tape or the value of any information contained on it b) caused by or in the process of cleaning dyeing washing maintenance repair dismantling restoring or altering c) caused by chewing scratching tearing or fouling by domestic pets d) caused by rot fungus insects or vermin e) caused by any gradually operating cause or wear and tear f) caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are concealed from view and all windows are closed and all doors including the boot are locked g) to items not in the care custody or control of You or Your Family or an authorised person h) caused by theft or attempted theft from an unlocked hotel room i) by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming j) by mechanical or electrical breakdown or failure k) to watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motorcycles childrens motorcycles childrens motor cars quad bikes and childrens quad bikes) but lawnmowers garden implements and wheelchairs models and toys are covered l) to parts accessories tools and fitted radios cassette players and compact disc players for the things excluded in k) above <p><i>(continued on next page)</i></p>

What is covered	What is not covered
	<ul style="list-style-type: none">m) by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehiclen) to any property mainly used for business trade profession or employment purposeo) to plants or any living creaturep) to documentsq) where 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 reasonr) specifically provided for elsewhere in this Policys) to computers or computer equipment:<ul style="list-style-type: none">i. by erasure or distortion of dataii. by accidental erasure or mislaying or misfiling of documents or recordsiii. by virusesiv. by contaminationt) while the Home is left Unoccupied or Unfurnishedu) to property more specifically insured by any other insurancev) to lottery tickets and raffle tickets
<p>2. CREDIT CARD LIABILITY</p> <p>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</p> <p>We will not pay any more than £1,000 for any one claim</p> <p><i>Do not forget to immediately inform the Police and issuing authorities in the event of a loss</i></p>	<p>2. Any loss or claim:</p> <ul style="list-style-type: none">a) unless You and Your Family have complied with the terms and conditions of the issuing authorityb) due to accounting errors or omissions

Buildings Standard Cover

*Your schedule will show if this section has been chosen.
Inflation Protection applies (see page 15)*

What is the most We will pay?

We will not pay in total more than the Sum Insured shown for **Buildings** in **Your Policy** schedule for any one claim under causes 1–11 For covers 14 17 18 and 20 **We** will pay up to the **Buildings** Sum Insured and for covers 12 13 15 16 and 19 **We** will pay up to the limits shown

What is covered	What is not covered
Loss or damage to the Buildings by the following causes:	The amount of the Excess shown in the schedule (increased for cause 4) Not applicable to cover 19
<p>1. Storm or flood Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm</p>	<p>1. Loss or damage</p> <ul style="list-style-type: none"> a) by subsidence ground heave or landslip b) to gates hedges fences drives or paths c) to radio television aerials or satellite dishes d) by frost e) caused by rising ground water levels.
<p>2. Escape of water from or frost damage to:</p> <ul style="list-style-type: none"> i. a fixed: <ul style="list-style-type: none"> a) water installation b) drainage installation c) heating installation ii. a washing machine dishwasher water bed refrigerator or deep freeze cabinet <p>We will also pay the necessary reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but We will not pay more than £5,000 for locating the source of damage for any one claim</p> <p><i>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative</i></p>	<p>2. Loss or damage</p> <ul style="list-style-type: none"> a) while the Home is Unoccupied or Unfurnished b) by subsidence ground heave or landslip c) by dry rot

What is covered	What is not covered
<p>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation</p> <p>We will also pay the necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall floor or ceiling if removed or damaged during the search but We will not pay more than £5,000 for locating the source of damage for any one claim</p> <p><i>Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative</i></p>	<p>3. Loss or damage while the Home is Unoccupied or Unfurnished</p>
<p>4. Subsidence or ground heave of the site on which the Buildings stand or landslide</p> <p><i>Damage to Your Home caused by the ground moving is covered whether this movement is downwards due to subsidence upwards due to heave or sideways due to landslide</i></p> <p><i>Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations</i></p> <p><i>This is usually associated with volumetric changes in the subsoil and is covered by the Policy Settlement is movement due to the distribution or re-distribution loading and stresses within the various elements of construction This usually occurs in the early stages of the life of the Building it is not normally a continuing problem and is not covered by the Policy</i></p>	<p>4. Loss or damage:</p> <p>a) caused by normal settlement shrinkage or expansion</p> <p>b) resulting from coastal or river bank erosion</p> <p>c) arising from construction structural alteration repair or demolition</p> <p>d) arising from the use of defective materials defective design or faulty workmanship</p> <p>e) to boundary and garden walls terraces gates hedges and fences paths and drives patios tennis hard courts swimming pools <i>unless the Home has been damaged at the same time by the same cause</i></p> <p>f) to or resulting from movement of solid floor slabs and non load bearing walls <i>unless the foundations beneath the load bearing walls of the Home are damaged at the same time by the same cause</i></p>
<p>5. Theft or attempted theft</p>	<p>5. Loss or damage while the Home is Unoccupied or Unfurnished</p>
<p>6. Collision by:</p> <p>i. aircraft</p> <p>ii. aerial devices</p> <p>iii. road or rail vehicles</p> <p>iv. animals</p> <p>} or anything dropped from them</p>	<p>6. Loss or damage caused by:</p> <p>a) domestic pets</p> <p>b) insects</p>

What is covered	What is not covered
7. Falling trees or branches	7. a) The cost of removal if the fallen tree or branch has not caused damage to the Buildings b) loss or damage caused during tree felling lopping or topping
8. Breakage or collapse of: i. satellite dishes ii. TV or radio aerials aerial fittings or masts iii. lampposts iv. telegraph poles v. electricity pylons poles or overhead cables	8. Loss or damage to the items themselves <i>Certain items may be covered under the Contents Standard Cover Section</i>
9. Fire smoke explosion lightning earthquake	9. Smoke damage arising gradually out of repeated exposure
10. Malicious persons or vandals	10. Loss or damage while the Home is Unoccupied or Unfurnished
11. Riot civil commotion strikes labour and political disturbances	
The following covers are included in this Section:	
12. DEBRIS REMOVAL AND BUILDING FEES Necessary expenses for rebuilding or repairing the Buildings as a result of damage covered by Buildings Standard Cover for i. architects surveyors consulting engineers and legal fees ii. the cost of clearing debris from the site or demolishing or shoring up the Buildings iii. the cost to comply with government or local authority requirements We will not pay more than 10% of the Sum Insured for Buildings for any one claim	

What is covered	What is not covered
<p>13. SERVICE PIPES AND CABLES</p> <p>Accidental damage to:</p> <ul style="list-style-type: none">i. cablesii. drain inspection coversiii. underground drains pipes or tanks providing services to or from the Home and for which You are responsible <p>We will also pay up to £5,000 for any one claim for necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search</p>	<p><i>If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover</i></p> <p><i>Cover for accidental loss of metered water may apply under Contents Standard Cover cause 16</i></p>
<p>14. GLASS AND SANITARYWARE</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none">i. fixed glass in<ul style="list-style-type: none">a) windowsb) doorsc) fanlightsd) skylightse) greenhousesf) conservatoriesg) verandahsii. fixed ceramic hobs or hob coversiii. fixed sanitaryware and bathroom fittings	<p>14. a) Loss or damage while the Home is Unoccupied or Unfurnished</p> <p>b) damage to property that does not form part of the Home</p>
<p>15. REPLACEMENT OF LOCKS</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none">i. external doors and windows of the Homeii. a safe within or an alarm protecting the Home <p>following the theft of their keys</p> <p>We will not pay more than £500 for any one claim</p> <p><i>NOTE: Assistance for Emergency Key Replacement for lost keys is provided under Home Assistance (if chosen)</i></p>	<p>15. The cost of replacing keys and locks to a garage or Outbuilding</p> <p>We will only pay under Contents Standard Cover or Buildings Standard Cover if both Sections are insured for any one claim</p>

What is covered	What is not covered
<p>16. ALTERNATIVE ACCOMMODATION While the Home cannot be lived in because of loss or damage covered under Buildings Standard Cover We will pay for:</p> <ul style="list-style-type: none"> i. the reasonable increased cost of alternative accommodation for You and Your Family and Your domestic pets or ii. the amount of rent You and Your Family lose <p>We will not pay more than 20% of the Sum Insured for Buildings for any one claim</p>	
<p>17. EMERGENCY ENTRY 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</p>	
<p>18. CONTRACTING PURCHASER If You have contracted to sell the Home the purchaser shall have the full protection of Your Policy in respect of the Buildings up to the date of completion of the purchase as long as the Home is not covered by any other insurance</p>	
<p>19. PROPERTY OWNER'S LIABILITY Any amount that You or Your Family become legally liable to pay as compensation (including claimant's costs and expenses) arising from Your ownership (but not occupation) of the premises which causes accidental bodily injury including death disease and injury to any person or damage to property</p> <p>This includes cover for 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</p> <p><i>(continued on next page)</i></p>	<p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <ul style="list-style-type: none"> a) an agreement which imposes a liability on You which You would not be under in the absence of such agreement b) the use or occupation of the Home for any business trade profession or employment c) death or bodily injury illness or disease to any person who is a member of Your Family residing with You or any person under a contract of service d) damage to property belonging to or under the control of You or a member of Your Family permanently residing with You <p><i>(continued on next page)</i></p>

What is covered	What is not covered
<p>We will not pay more than £2,000,000 (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</p>	<ul style="list-style-type: none">e) death bodily injury or damage caused by lifts hoists or vehicles other than motorised gardening equipmentf) if You are entitled to indemnity under another insurance policyg) arising more than seven years after this Policy has expired or been cancelledh) for the cost of rectifying any fault or alleged fault

Buildings Additional Cover

Your schedule will show if this extension has been chosen

What is covered	What is not covered
<p>20. Accidental damage to the Buildings</p>	<p>20. Accidental damage:</p> <ul style="list-style-type: none">a) specifically excluded under Buildings Standard Coverb) by frostc) by wear and tear or gradually developing deterioration settlement or shrinkage of the Buildingsd) by fungus insects or vermin wet or dry rote) by chewing scratching tearing or fouling by domestic petsf) by mechanical or electrical breakdown or failureg) specifically covered elsewhere in this Policyh) arising from the alteration or extension of the Buildings or the cost of maintenance or routine decorationi) arising from faulty workmanship defective design or use of defective materialsj) whilst the Home is Unoccupied or Unfurnished

Fatal Accident

This section is automatically included

What is covered	What is not covered
<p>If You or Your domestic partner living with You suffers accidental injury within the United Kingdom the Channel Islands or the Isle of Man as a result of:</p> <ul style="list-style-type: none">i. accident or assaultii. fire in the Homeiii. an accident whilst travelling as a passenger on a public service vehicleiv. assault in the street <p>during the Period of Insurance which proves fatal within 12 months of its occurrence We will pay £5,000 to the deceased's legal personal representative(s)</p>	<p>We will not pay where:</p> <ul style="list-style-type: none">a) the person is over the age of 75 yearsb) the incident is not reported to Us within 14 days of death

[Home Assistance

***Your** Schedule will show if this section is in force The **Insurer** under this Section is Inter Partner Assistance SA, 106-118 Station Road, Redhill, Surrey, RH1 1PR Registered No. FC008998*

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK The FSA is an independent non-governmental body given statutory powers by the Financial Services and Markets Act 2000 The address of the FSA is 25 The North Colonnade, Canary Wharf, London, E14 5HS Information can be obtained either by phoning their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk

Cover is administered by Homeserve Claims Management Ltd

You will be required to give **Your** policy number (stated in the schedule) together with **Your** name and address when using this service

Home Assistance is a facility which provides **You** with

- rapid access to a network of approved tradesmen
- repairs for unforeseen **Emergencies**

It is available 24 hours a day 365 days a year

Definitions

The following definitions apply to Home Assistance only

Wherever the following words or expressions appear in **bold type** and start with a capital letter they have the meaning given to them below

Insurer, We, Us, Our

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

Insured, You, Your

the policyholder named in the schedule

Contractor

a qualified person approved and instructed by **Us** to carry out work for **You**

Emergency

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

1. Exposes the **Insured** or a third party to a risk to their health or
2. Creates a risk of loss of or damage to the **Home** and/or any of **Your** belongings or
3. Renders the **Home** uninhabitable

This definition shall include 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

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**

Contractor's Charges

the cost of the **Contractor's** call-out charge labour parts and materials to repair rectify limit or prevent damage to the **Home** by completing either a temporary repair or if at a similar expense a permanent repair

Helpline

the **Helpline** operated by **Us**

Home

Your principal private residence within the **Geographical Limits** having no more than 15 rooms and identified in the schedule

Limit of Cover

the maximum amount the **Insurer** will pay in respect of any one claim arising from an **Emergency**: £1,000

Period of Insurance

12 calendar months from the start date set out in **Your** schedule

Primary Heating System

the principal central heating and hot water system in the **Home** including the boiler programmer room thermostat pumps hot water cylinder and radiators but excluding

LPG fuelled oil fired warm air solar and un-vented heating systems or boilers with an output over 60 Kw/hr or that are over 15 years old

Vermin

brown or black rats house or field mice wasps and hornets nests

First Period of Insurance

the first period of this insurance which has remained continuously in force

Geographical Limits

United Kingdom, the Channel Islands and the Isle of Man

What is covered	What is not covered
<p>The Insurer will pay the Contractor's Charges up to the Limit of Cover in dealing with one or more of the following Emergencies</p> <ol style="list-style-type: none"> 1. The Home's plumbing or drainage system has failed or has been damaged and if not dealt with quickly flooding or internal water damage is likely as a result of that failure or damage 2. The Home's internal electricity supply system has failed completely and if not dealt with quickly this will result in <ol style="list-style-type: none"> a) the Home being made uninhabitable or b) unreasonable discomfort being caused for You 3. The Home has been infested by Vermin and if not dealt with quickly will result in: <ol style="list-style-type: none"> a) the Home being made uninhabitable or b) unreasonable discomfort being caused for You 4. The Home's external locks doors or windows have either failed completely or been damaged and as a result this has made the Home insecure 5. The Home's Primary Heating System has failed completely and if not dealt with quickly this will result in <ol style="list-style-type: none"> a) the Home being made uninhabitable or b) unreasonable discomfort being caused for You 6. You have lost Your only key to the Home and there is no other available key and You are unable to gain normal access to the Home 	<p>The insurer will not pay for claims, arising directly or indirectly from or relating to</p> <ol style="list-style-type: none"> a) an event which is not an Emergency b) any system equipment or facility which has not been properly installed maintained serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect c) any decorative or cosmetic part of any equipment and/or loss or damage to any property or any other loss, damage or additional expense following on from the event for which you are claiming d) Your own negligence except in relation to 'What is Covered' 6 or deliberate act e) failure of the Primary Heating System occurring in the months May to August inclusive or the lighting of boilers or the correct operation or routine adjustment of time or temperature controls f) garages outbuildings cesspits septic tanks or fuel tanks g) the Home being left unoccupied for 30 consecutive days or more h) the interruption or disconnection of utility services to the Home however caused or the failure or breakdown of the electricity or water or gas supply or gas leaks i) call-out charges materials labour charges or other costs covered by a manufacturer's supplier's or installer's guarantee or warranty j) food drinks telephone calls or other incidental expenses k) malfunction to any computer software or operating systems l) charges which are more specifically insured or any amount that You cannot recover from a more specific insurance because the Insurer refuses the claim <p><i>(continued on next page)</i></p>

What is covered	What is not covered
<p>7. The roofing of the Home has been damaged and as a consequence internal water damage has occurred/is likely to occur</p> <p>In the event of the Home being made uninhabitable as a result of an Emergency as specified in 1 to 7 above the Insurer will pay up to the Limit of Cover the reasonable cost of one night's alternative accommodation in the locality of the Home</p> <p>a) for You and</p> <p>b) any other person normally resident in the Home (other than a tenant or a fee-paying guest) provided that We have given prior consent to that cost</p>	<p>m) charges arising from Your failure to comply with a reasonable request from Us or Our agent concerning the assistance being provided to You</p> <p>n) where at or before the start of the first Period of Insurance in Our reasonable opinion You were aware that a claim was likely to be made</p> <p>o) charges We have not approved or authorised as to amount and purpose</p> <p>p) call-out charges if there is no-one at the Home when the Contractor arrives</p> <p>q) any additional charges or costs incurred at Your request in fitting replacement parts or components of a superior specification to the original</p> <p>r) charges where We have not been notified promptly of the Emergency prior to expenses being incurred and the Insurer has incurred extra expense as a result of Your failure</p> <p>s) charges where having contacted Us You arrange for work to be carried out by other means</p> <p>t) fraud or where false information has been provided to Us</p> <p>u) ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>v) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component</p> <p>w) war terrorism piracy riot revolution or other similar event</p> <p>x) any software stored program computer device or system failing (or partly failing) because of a date-based event</p> <p>y) confiscation nationalisation compulsory purchase requisition destruction of or controls placed on or damage to property by or under the order of any government or public or local authority</p> <p>z) pollution or contamination of any kind</p>

Home Assistance Conditions

1. Your duties

You must

- a) take reasonable care of and maintain the **Home** and its equipment in good order and take all reasonable steps to prevent loss or damage
- b) notify **Us** promptly of any change in details of the **Home**
- c) co-operate with **Us** at all times and provide **Us** with all information that **We** request from **You**
- d) **You** must take all reasonable steps to have permanent repairs effected to the **Home** following an **Emergency**

The **Insurer** may take proceedings at its own expense in **Your** name to recover any money paid under this insurance

If **You** fail to comply with these conditions the **Insurer** may refuse to pay any claim or part of a claim arising as a result of **Your** failure

2. Premium

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

3. Waiver

If **We** or the **Insurer** waives any right or breach of any term of this policy this will not waive any other right or later breach

4. Transferring Your rights

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

5. 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 pro rata refund of the premium so long as **You** have not made a claim

6. Notices

We may send notices and letters on behalf of the **Insurer** to the address set out in the policy schedule **Our** address is set out in the Complaints section below and notices and letters will be accepted on behalf of the **Insurer** at that address

7. 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 this policy

8. 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

9. Making a Claim

Telephone the **Helpline** on 0870 850 9102 and provide details of the problem To ensure an accurate record **Your** telephone conversation will be recorded

All requests for assistance must be made to the **Helpline** and not to the **Contractor** direct otherwise the claim will not be covered

The **Helpline** will discuss with **You** the assistance **You** require and obtain a suitable **Contractor** provided that the work is not prevented by any of the following

- a) adverse weather conditions
- b) industrial disputes
(official or otherwise)
- c) failure of the public transport system including the road and railway networks and repairs to them or
- d) other circumstances preventing access to the **Home** or making it impractical to carry out the necessary work

The **Helpline** and the **Contractor** will have reasonable discretion as to when and how work is undertaken

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services

If **You** have followed the correct claims procedure above the **Contractor** will charge the cost of all work covered by this insurance directly to **Us**

Home Assistance Complaints Procedure

It is always **Our** intention to provide **You** with a first class standard of service. If however **You** are not satisfied with any part of the service **You** have received then please address **Your** concerns to:

Homeserve Claims Management Ltd
Fulwood Park
Caxton Road
Fulwood
PR2 9NZ

Telephone: 01772 758029
Fax: 01772 758857

Should **You** remain dissatisfied with the outcome **You** can refer the complaint to the Financial Ombudsman Service at

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

Telephone: 0845 080 1800

This procedure will not prejudice **Your** legal rights

Family Legal Protection

Your schedule will show if this section is in force

*The **Insurer** under this section is Inter Partner Assistance SA*

*Registered Office: The Quadrangle 106-118 Station Road
Redhill Surrey RH1 1PR*

Registered No. FC008998

*Inter Partner Assistance SA is authorised by the Commission
Bancaire Financiere et des Assurances (CBFA) in Belgium and
regulated by the Financial Services Authority (FSA) in the UK*

Cover is administered by Arc Legal Assistance Limited

You will be required to give **Your Policy** number (stated in the schedule) together with **Your** name and address when using this service

Important

This is 'claims made' legal expenses insurance which means that subject to the terms of this policy **you** are covered for claims under this insurance as long as

a. during the **period of insurance**:

- i. **you** become aware; and
- ii. **you** notify **us**;

of an **event** which may give rise to such a claim – see condition 2 and

b. the **event** happens within the **policy period** and after the **effective date** Where **your** claim arises from a series of **events** then the first of these must happen within the **policy period** and after the **effective date**

You must notify **us** of a claim by telephoning **our** legal helpline on 0870 850 9081 and quoting 'AXA

Extra – Family Legal Protection' Delay may prejudice **your** legal position If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **our** legal helpline and ask to speak to one of **our** legal advisers

Prior to the start of legal proceedings, unless a conflict of interest arises, this insurance only covers costs incurred by Irwin Mitchell Solicitors or their agents authorised by us – see condition 4

Definitions

The following definitions apply to Family Legal Protection only

Wherever the following words or expressions appear in bold type they will have the meaning given to them below

insurer

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

we, us, our

Arc Legal Assistance Limited, acting on behalf of the **insurer** to manage this legal expenses insurance

you, your, yourself

the policyholder named in the schedule whose permanent residence is within the United Kingdom, the Channel Islands or the Isle of Man and all other persons permanently living within the **home** other than rent paying guests but including the policyholder's children attending university or college whose main residence is the **home**

professional adviser

the firm of solicitors or suitably qualified tax adviser appointed to act for **you** by **us** under this legal expenses insurance. Unless a conflict of interest arises, prior to the start of legal proceedings, Irwin Mitchell Solicitors or their agents authorised by **us** will be appointed to act for **you**

costs

up to the **limit of cover**:

- a) reasonable unrecovered legal fees and disbursements which **you** are liable to pay to **your professional adviser** and
- b) reasonable legal fees and disbursements **you** are ordered to pay or have agreed to pay (with **our** permission in writing)

conditional fee agreement

a valid agreement made between **you** and **your professional adviser** with **our** prior written consent where the **professional adviser's** fees and payments or any part of them are payable by **you** only if **your** claim succeeds

legal action

steps **you** need to take to protect **your** legal rights through a court as long as that court is within the European Union

period of insurance

the period not exceeding one calendar year during which this legal expenses cover is in force as shown in the schedule

policy period

the period of legal expenses cover administered by **us** starting with the date on which **you** first took out that cover and ending with the expiry of the **period of insurance** as long as there has been no break in cover at any stage

effective date

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

limit of cover

the amount stated in the schedule being the maximum sum the **insurer** will pay for all claims under this policy arising from one or more **events** occurring at the same time, in the same place or from the same cause

prospects of success

in **our** reasonable opinion

- a) it is more probable than not that **your** claim will succeed assuming it is determined at a final hearing and **you** will be able to obtain the compensation or result **you** are seeking and

- b) **your** interests cannot be better achieved by other means

home

your main permanent private residence

excess

the first £50 of your costs except in relation to 6 of 'What is Covered' where the amount is £150

event(s)

the word(s) underlined in 'What is Covered'

What is covered	What is not covered
<p>Subject to the terms of this policy, you are covered for the following as long as</p> <ul style="list-style-type: none">a) during the period of insurance<ul style="list-style-type: none">i. you become aware; andii. you notify us of an event which may give rise to a claim under this legal expenses insurance andb) the event happens within the policy period and after the effective date Where your claim arises from a series of events then the first of these must happen within the policy period and after the effective date <p>1. Personal Injury The insurer will pay your costs of bringing legal action to pursue a civil claim resulting from an <u>incident</u> (other than one involving a motor vehicle you were driving) which causes your death or personal injury</p> <p>2. Consumer</p> <ul style="list-style-type: none">a) The insurer will pay your costs of bringing legal action to pursue a civil claim resulting from a <u>breach</u> 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 disputeb) The insurer will pay your costs of legal action to defend yourself in a civil court as a result of a <u>dispute</u> 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	<p>The insurer will not pay for</p> <ul style="list-style-type: none">a) the excess, any compensation, penalty or taxesb) any claim<ul style="list-style-type: none">i. notified to us after the period of insurance expiresii. where your delay during the period of insurance in telling us of an event has prejudiced the insurer's position arising from an event which happens or a series of events which starts before the effective dateiv. arising from an event which happens or a series of events which starts after the effective date and outside the policy periodv. where before the effective date in our reasonable opinion you were aware or should have been aware that a claim was likely to be madevi. where you were driving a motor vehicle without a valid licence and/or insurancevii. more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claimviii. which is false or fraudulentix. costs which are not proportionate to any financial benefit that would be gained from the legal actionc) any claim concerning or arising from:<ul style="list-style-type: none">i. medical or clinical treatment, advice, assistance or careii. stress, emotional or psychological injuryiii. illness, personal injury or death which is caused gradually or is not caused by a single act or omissioniv. anything to do with building, rebuilding converting or extending all or part of a buildingv. marriage separation divorce cohabitation maintenance or proceedings relating to rights about childrenvi. any dispute between a landlord and tenant or licensor and licenseevii. a tax or levy relating to your owning or living in your home

What is covered	What is not covered
<p>3. Property The insurer will pay your costs of bringing legal action to pursue a civil claim resulting from an <u>incident</u> which causes</p> <p>a) actual or imminent physical damage to your home and/or</p> <p>b) a nuisance and/or</p> <p>c) a trespass which affects or will affect your owning or living in your home The <u>incident</u> must happen at least 180 days after the start of the policy period and after the effective date</p> <p>4. Employment The insurer will pay your costs of bringing legal action to pursue a civil claim as a result of an <u>infringement</u> of your rights relating to your contract of employment The <u>infringement</u> 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 effective date</p> <p>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</p> <p>5. Motoring Prosecution The insurer will pay your costs of legal action to defend a criminal prosecution arising from a motoring <u>offence</u></p> <p>6. Tax Cover The insurer will pay your costs of legal action concerning an enquiry by HM Revenue & Customs into your private tax affairs following your receipt of a notice under section 9A of the Taxes Management Act 1970 or correspondence under section 29 of that Act</p>	<p>viii. any works by or under the order of any government, public or local authority</p> <p>ix. town and country planning laws and regulations</p> <p>x. a venture for gain or investments of any kind including stocks or shares</p> <p>xi. intellectual property rights</p> <p>xii. passing confidential information to another person without permission</p> <p>xiii. any matter connected with your business, profession or trade, unless the claim falls within 1 and/or 4 of 'What is Covered'</p> <p>xiv. a manufacturer's warranty or guarantee</p> <p>xv. subsidence land heave land slip mining or quarrying</p> <p>xvi. anything said or written about you</p> <p>xvii. an alleged dishonest or malicious act by you</p> <p>xviii. a dispute between you and us and/or the insurer about this legal expenses cover</p> <p>xix. the Equal Pay Act 1970 and any amending legislation</p> <p>xx. any application for judicial review</p> <p>xxi. computer software operating systems and packaged software tailored by a supplier to your special order</p> <p>xxii. a dispute with a provider of financial services of products</p> <p>xxiii. professional negligence in relation to services provided in connection with a matter not covered under this insurance</p>

What is covered	What is not covered
<p>7. Data Protection</p> <p>The insurer will pay your legal costs of pursuing legal action against a person or organisation that has broken the Data Protection Act 1998 which has resulted in you suffering a <u>financial loss</u></p>	<p>d) Excluded claims</p> <p>costs</p> <ul style="list-style-type: none">i. associated with an appeal unlessii. the appeal relates to an event that the insurer has already covered under this policy andiii. you tell us in writing that you want to appeal at least six working days before you are required to give notice of appeal andiv. we consider that the appeal has prospects of successv. of any private prosecutionvi. where the claim falls under 4 of 'What is covered' of any disciplinary investigatory or grievance procedure connected with your contract of employment or the costs associated with any compromise agreementvii. 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 coverviii. for more than we have agreedix. where you have entered into a conditional fee agreement or any other form of alternative funding without obtaining our permission in writing firstx. awarded by an Employment or Employment Appeals Tribunal that you are ordered or agree to payxi. arising from your or your professional adviser's unreasonable behaviour or failingxii. 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 prejudices the insurer's position prior to the start of legal proceedings of any professional adviser other than Irwin Mitchell Solicitors or their agents authorised by us unless a conflict of interest arisesxiii.

What is covered	What is not covered
	<p>e) Additional exclusions for tax cover any claim made under 6 in 'What is Covered'</p> <ul style="list-style-type: none"> i. which arises from an enquiry into your returns of business income or profits ii. where a false representation or statement has been made and this has resulted in a mis-statement of personal income or gains or where deliberate mis-statements have been made iii. for any amendment under section 9(4) of the Taxes Management Act 1970 iv. for an investigation or enquiry by the Special Compliance Office or after transfer of an enquiry to that Office v. 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 or vi. for costs arising after the issue of a notice under Section 28A(5) of the Taxes Management Act 1970 notifying the insured that the enquiry has been completed

Conditions

1. Premium

The policyholder named in the 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 which means that subject to the terms of this policy **you** are covered for claims under this insurance as long as during the **period of insurance**

- i. **you** become aware; and
- ii. **you** notify **us**

of an **event** which may give rise to such a claim For the avoidance of doubt if there is more than one **event** arising from the same cause then **you** must tell **us** as soon as possible after the first such **event**

You must notify **us** of **your** claim by telephoning **us** on 0870 850 9081 and quoting 'AXA Extra - Family Legal Protection' Delay may prejudice **your** legal position If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **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 the 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 meet the **costs** of **your** claim

- a) which have been agreed in advance by **us** as to both amount and purpose and
- b) as long as there are **prospects of success**

If at any stage **we** consider that **your** claim does not have **prospects 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 under condition 11

4. Appointment of 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** reserve the right to require your **professional adviser** where chosen by **us** 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** discontinue **your** instructions to **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. Conduct of your claim

You must immediately tell **your professional adviser** to

- a) provide **us** as soon as reasonably possible with
 - i. his or her views on the merits of **your** claim
 - ii. his or her hourly rate and estimate of the total costs of pursuing or defending **your** claim and
 - iii. any information, document or file (including **your professional adviser's** files) relating to **your** claim, whether or not privileged that **we** may ask for
- b) keep **us** fully updated during **your** claim
 - i. on the progress of **your** claim including any offers to settle
 - ii. of any change in his or her views on the merits of **your** claim and
 - iii. of 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 a limit is exceeded 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** rights under condition 10.

6. Co-operation with us and your professional adviser

You will co-operate with

- a) **us** at all times and reply promptly to any

correspondence about **your** claim and

- b) **your professional adviser** at all times and give him or her all information that he or she needs and will attend meetings and hearings whenever **you** are asked to

7. Investigation and payment of 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** of 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

If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first then 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 his or her 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

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

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 or but for the recovery of costs from **your** opponent(s) would be liable to pay **You** will pay **us** or tell **your professional adviser** to pay to **us** the amount that is due to the **insurer** immediately

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 this 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 other 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 a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

15. 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 pro rata refund of the premium as long as **you** have not made a claim

16. 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

Family Legal Protection 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

Telephone: 0870 350 4400

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

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

Telephone: 0845 080 1800

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

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 Extra' **We** shall 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 and practice of the United Kingdom the Channel Islands and the Isle of Man except the tax helpline which is limited to the law and practice of Great Britain and Northern Ireland

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

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

Additional Legal Services

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

Examples are

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Family matters
- Wills and probate

To help **you** deal with these and other matters which may arise we are able to give **you** access to discounted legal services provided by Arc in partnership with Irwin Mitchell. Solicitors Irwin Mitchell are one of the country's leading law firms with extensive expertise in all major areas of the law.

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

Making Yourself Heard

If **You** have cause for complaint regarding the Contents Standard Cover, Contents Additional Cover, Personal Possessions, Building Standard Cover, Buildings Additional Cover or Fatal Accident sections, 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 occasions 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.

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 and/or claim number, and the type of Policy **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint.

So **We** begin by establishing **Your** first point of contact.

Step One – Initiating Your Complaint

Does **Your** complaint relate to:

A: Your Policy?

B: a claim on Your Policy?

If **A**, **You** need to contact the agent or Insurance Intermediary who sold **You Your Policy**. Call the number on **Your Policy** documentation.

If **B**, contact whoever is currently dealing with **Your** claim and state **Your** complaint.

In either case, if **You** wish to provide written details, the following checklist has been prepared for **You** to **Use** when drafting **Your** letter:

- Head **Your** letter 'COMPLAINT'.
- Give **Your** full name, postcode and contact telephone number(s).
- Quote the type of **Policy** and **Your Policy** and/or claim number.

- Advise the name of **Your** insurance agent/firm (if applicable).
- Explain clearly and concisely the reason(s) for **Your** complaint.

The letter should be sent to the person dealing with **Your** complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

Step Two - Contacting AXA Insurance Head Office

If **Your** complaint is one of the few that cannot be resolved by 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

Tel: 01473 205926
Fax: 01473 205101
email:
customer care@axa-insurance.co.uk

Step Three - Beyond AXA

If **We** have given **You** **Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

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

Tel: 0845 080 1800
Fax: 020 7964 1001

Referral to the FOS will not affect **Your** right to take legal action against **Us**.

Our Promise to You

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **You** informed of progress.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- **Use** the information from complaints to continuously improve **Our** service.

To help **Us** improve **Our** service, **We** may record or monitor telephone calls.

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