

**AXA Exclusive**

Your policy booklet

# **Home Buildings and Contents Insurance**

February 2016

**redefining** / standards



# Contents



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# Your policy



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

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

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

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

## Important information

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

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

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

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

### ✓ What is covered

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

### ✗ What is not covered

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

## The law which applies to this policy

**You** and **we** can choose the law which applies to this **policy**.

**We** propose that the laws of England and Wales applies. Unless **we** and **you** agree otherwise the Laws of England and Wales will apply to this **policy**.

### To help you further...

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



# Definitions

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

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

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

**We** list the definitions alphabetically.

## Buildings

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

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

## Contents

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

## Domestic staff

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

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

## Endorsement(s)

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

## Excess

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

## Family/they

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

## Heave

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

## Home

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

## Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time.

## Outbuildings

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

## Period of insurance

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

## Policy

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

## Settlement

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

## Storm

A period of violent weather defined as:

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

\* Equivalent to storm force 10 on the Beaufort Scale

## Subsidence

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

## Definitions *continued*

### **Unfurnished**

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

### **Unoccupied**

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

### **Vermin**

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

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

AXA Insurance UK plc.

### **You/your**

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

# General conditions

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

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

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

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

## 1 Providing accurate and complete information

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

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

## 2 Changes in your circumstances

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

Examples of changes **we** must be made aware of are:

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

## General conditions *continued*

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

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

### 3 Maximum limits

#### a The value of **your contents**.

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

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

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

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

#### b The value of **your buildings**.

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

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

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

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



## 4 Taking care of your property

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

**You** must maintain the property insured in good repair.

## 5 Precious stones

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

## 6 Dual insurance

If any injury, loss, damage or liability is covered by any other insurance then **we** will not pay more than **our** share.

## 7 Cancelling the policy

### Statutory cancellation rights

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

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

If cover has not started **we** will refund the full premium. If cover has started **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

## General conditions *continued*

### **Cancellation outside the statutory period**

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

As long as **you** have not incurred eligible claims during the period **we** have been on cover, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If **you** are paying by instalments, **your** instalments will end and if **you** incur eligible claims **you** will either have to continue with the instalment until the **policy** renewal date, or **we** may at **our** discretion take the outstanding instalments **you** still owe from any claim payment **we** make.

### **Non payment of premiums**

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

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

# General exclusions

These exclusions apply throughout **your policy**.

## We will not pay for:

### 1 Riot/civil commotion

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

### 2 Sonic bangs

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

### 3 Reduction in market value

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

### 4 Confiscation

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

Exclusions 1–4 above do not apply to:

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

### 5 Radioactive contamination

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

# General exclusions *continued*

## 6 War risks

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

## 7 Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

## 8 Pollution/contamination

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

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

## 9 Gradual deterioration/maintenance

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

## 10 Deliberate loss or damage

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

# Making a complaint

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

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

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

## Making your complaint

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

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

## Contact details

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

**Tel** 01473 205926

**Fax** 01473 205101

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

### If your complaint is about Home assistance

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

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

**Phone:** 01737 815 913

**Email:** [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

### If your complaint is about Family legal protection or Identity theft

Please write to:

Arc Legal Assistance Limited  
PO Box 8921  
Colchester CO4 5YD

**Phone:** 01206 616003

**Email:** [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



# Making a complaint *continued*

## When you make contact please provide the following information:

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

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

## Beyond AXA

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

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

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

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

Tel 0300 123 9123 or 0800 023 4567

Fax 020 7964 1001

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Our promise to you

**We** will

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

# Making a claim



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

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

When **you** phone **us** **we** will:

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

## What you should do in an emergency

- Take any immediate steps to prevent further damage to the property such as switching off gas, electricity and water supply.
- Phone **our** 365 days a year 24 hours a day domestic helpline. By phoning the helpline a vetted tradesperson will be appointed to undertake any emergency repairs. **You** will remain responsible for any call out charges, parts and cost of labour.

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

- Call **our** claims team who can discuss the claim with **you** and give **you** some practical advice. Please see the phone numbers on the next page and select the most appropriate number.
- Do not dispose of any damaged items or conduct permanent repairs because **we** may need to inspect the damage.

## Our promise

- **You** will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps.
- **We** will call **you** back when promised.
- **We** will provide **you** with regular updates on **your** claim.

# Helpful phone numbers

## Contents worldwide and Buildings claims

0330 024 6843

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

## Domestic helpline and Home assistance

0330 024 6849

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

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

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

## Legal helpline and Family legal protection

0330 024 6861

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

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

## Identity theft helpline

0330 024 8687

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

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

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

# Claims conditions

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

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

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

## The first thing you must do

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

## You should immediately:

- inform the police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected
- contact **us** by phone on the appropriate helpline. Helpline numbers are shown in **your** policy schedule, claims helpline card and the Helpful phone numbers page of **your** policy booklet
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

## What you must do when making your claim

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

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

## Claims conditions *continued*

### What you must not do

- Admit or deny any claim made by a third party against **you** or **your family** or make any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party. **We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.

### Fraud

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

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

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

Then:

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



# How we settle claims



**We** may repair, reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may pay for the loss or damage in cash.

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

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

**We** may appoint an approved supplier to act on **our** behalf to validate **your** claim. They are authorised to arrange a quotation a repair or a replacement where appropriate.

## Contents worldwide

### Contents (excluding fine art antiques and collectables)

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

### Fine art antiques and collectables

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

## Buildings

**We** will settle claims for loss or damage to the **buildings** without taking an amount off for wear and tear as long as:

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

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

**We** treat an individual item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item.

**We** will pay **you** for individual damaged items but not for undamaged companion pieces.

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

# Inflation protection

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

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

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

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

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

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

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

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

# Contents worldwide

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

The Inflation protection section applies.

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

## What are contents?

### Definitions:

#### Household goods

This includes tenants' fixtures, fittings and interior decorations.

#### Personal effects

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

#### Valuables

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

#### Fine art antiques and collectables

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

#### Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, music book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

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

#### Business equipment

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

# Contents worldwide *continued*

## X What items are not covered

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

## What is the most we will pay?

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

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

## The following limits apply:

- for any one **valuable** or **personal effect** – £10,000
- for any one claim for **valuables** – 50% of the **contents** sum insured
- for **money** while in the **home** – £1,500
- for **money** outside of the **home** – £500
- for **business equipment** – £15,000 which can include up to £1,500 for business stock
- for theft or attempted theft of jewellery and watches from the **home** – £25,000 unless at the time of loss:
  - 1 the items are in a locked safe or strongroom (except those items actually being worn or carried)
  - and
  - 2 the keys to the safe or strongroom are removed from the room in which the safe or strongroom is located (unless **you** are or an authorised person is present in the room)
  - and
  - 3 if the **home** is unattended by **you** or an authorised person the keys to the safe or strongroom are removed from the **home**

- for theft or attempted theft of **personal effects, money** and **valuables** while temporarily removed from the **home** – £10,000 in total unless:

- 1 **you, your family** or an authorised person are wearing, using or carrying them
- 2 they are in a locked room, safe, vault or strongroom, this does not include a caravan, mobile home or motor home
- 3 they are in a bank or safe deposit

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

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

## Cover 1 – Loss and accidental damage

### ✓ What is covered

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

### X What is not covered

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

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

please call 0330 024 6843



## Contents worldwide *continued*

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

## Cover 2 – Acquisitions

### ✓ What is covered

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

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

### X What is not covered

Business equipment.

## Cover 3 – Religious festivals, weddings and civil partnerships

### ✓ What is covered

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

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

## Cover 4 – Accidental loss of oil and metered water

### ✓ What is covered

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

### X What is not covered

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

## Cover 5 – Alternative accommodation

### ✓ What is covered

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

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

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

### X What is not covered

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

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

*please call 0330 024 6843*

# Contents worldwide *continued*

## Cover 6 – Keys and locks

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

### ✓ What is covered

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

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

### X What is not covered

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

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

## Cover 7 – Garden plants

### ✓ What is covered

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

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

### X What is not covered

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

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

## Cover 8 – Lawns and gardens

### ✓ What is covered

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

### X What is not covered

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

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

## Cover 9 – Visitors' personal effects

### ✓ What is covered

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

### X What is not covered

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

## Cover 10 – Personal liability

### ✓ What is covered

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

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

arising from:

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

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

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

please call 0330 024 6843

# Contents worldwide *continued*

## X What is not covered

Legal liability to pay compensation or costs arising from:

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

## Cover 11 – Unrecovered damages

### ✓ What is covered

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

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



## Cover 12 – Liability to domestic staff

### ✓ What is covered

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

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

### ✗ What is not covered

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

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

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

## Cover 13 – Tenant's liability

### ✓ What is covered

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

Subject to the limit below **we** will pay any amount that **you** or **your family** become legally liable to pay as tenant of the **home** in respect of damage to the **buildings** by any cause covered under the Buildings section of this **policy**.

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

### ✗ What is not covered

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

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

please call 0330 024 6843

## Contents worldwide *continued*

### Cover 14 – Credit card liability

#### ✓ What is covered

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

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

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

#### ✗ What is not covered

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

### Cover 15 – Documents

#### ✓ What is covered

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

#### ✗ What is not covered

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

### Cover 16 – Emergency entry

#### ✓ What is covered

Loss or damage to the **contents** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

#### ✗ What is not covered

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

## Cover 17 – House removal

### ✓ What is covered

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

### X What is not covered

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

## Cover 18 – Fatal accident

### ✓ What is covered

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

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

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

## Cover 19 – Jury service

### ✓ What is covered

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

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

please call 0330 024 6843

# Buildings

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

The Inflation protection section applies.

## What is the most we will pay?

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

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

## Cover 1 – Loss and accidental damage

### ✓ What is covered

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

### X What is not covered

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

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

## Cover 2 – Alternative accommodation

### ✓ What is covered

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

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

### ✗ What is not covered

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

## Cover 3 – Debris removal and building fees

### ✓ What is covered

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

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

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

please call 0330 024 6843

# Buildings continued

## Cover 4 – Trace and access

### ✓ What is covered

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

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

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

### X What is not covered

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

## Cover 5 – Keys and locks

### ✓ What is covered

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

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

### X What is not covered

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

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

## Cover 6 – Emergency entry

### ✓ What is covered

Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

### X What is not covered

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

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

## Cover 7 – Garden plants

### ✓ What is covered

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

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

### ✗ What is not covered

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

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

## Cover 8 – Lawns and gardens

### ✓ What is covered

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

### ✗ What is not covered

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

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

## Cover 9 – Selling your home

### ✓ What is covered

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

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

please call 0330 024 6843

## Buildings *continued*

### Cover 10 – Property owner's liability

#### ✓ What is covered

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

- 1 death, bodily injury or illness of any person not an employee of either **you** or **your family**
- 2 damage to material property not belonging to or in the custody or control of **you** or **your family** or **domestic staff** and arising from **your** ownership (but not occupation) of the premises.

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

#### X What is not covered

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

- 1 an agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement
- 2 the use or occupation of the **home** for any business, trade, profession or employment
- 3 death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment
- 4 defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **you** or **your family** before the occurrence of bodily injury or damage in connection with such private residence
- 5 if **you** are entitled to indemnity under another insurance policy **we** will not pay more than **our** proportional share
- 6 arising more than seven years after this **policy** has expired or been cancelled
- 7 for the cost of rectifying any fault or alleged fault.



# Identity theft

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

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

## Definitions

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

These definitions apply to the Identity theft section only.

**We** list the definitions alphabetically.

### Action

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

### Identity theft

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

### Payment card

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

### We/our/us

AXA Insurance UK plc.

### You/your

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

## Claims conditions

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

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

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

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

*please call 0330 024 8687*

## Identity theft *continued*

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

### ✓ **What is covered**

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

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

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

### X **What is not covered**

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

# Home assistance

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

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance group.

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

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

## Definitions applicable to this section only

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

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

### Authorised contractor

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

### Beyond economical repair

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

### Covered events

**Emergency** to essential services within the **property** listed in the section below 'What is covered' on page 41.

### Emergency

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

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

### Emergency repairs

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

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

*please call 0330 024 6849*

# Home assistance *continued*

## Local territory

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

## Period of Insurance

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

## Permanent repair

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

## Property

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

## Temporary repair

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

## We/us/our

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

## You/your

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

## General conditions

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

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

### Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair. **We** will keep **you** informed throughout **your** claim.

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

### Domestic Emergency

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

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

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

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

### ✓ What is covered

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

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

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

*please call 0330 024 6849*

## Home assistance *continued*

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

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

The home emergency policy is not a maintenance contract.

### **X What is not covered**

The following are excluded from the insurance:

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

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

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

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

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

*please call 0330 024 6849*

## Home assistance *continued*

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

### How to make a Home assistance claim

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

You should have the following information available upon request:

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

### Data protection

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

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of the relevant fee. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products and services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

### Financial Services Compensation Scheme (FSCS)

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

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



# Family legal protection

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

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal advisers' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use an adviser of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

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

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

## Definitions applying to this section only

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

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

### Adviser

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

### Advisers' Costs

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

### Conditional Fee Agreement

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

### Conflict of Interest

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

# Family legal protection *continued*

## Excess

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

## Home

The private residence shown in **your** schedule.

## H M Revenue and Customs Full Enquiry

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

## Insurance Providers

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 Incident

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

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

## Insured Period

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

## Legal Action(s)

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

## Limit of Indemnity

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

£50,000

## Standard Advisers' Costs

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

## Territorial Limits

The European Union.

### Vehicle

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

### We/us/our

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

### You/your

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

## Cover 1 – Consumer Pursuit

### ✓ What is covered

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

### X What is not covered

Claims

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

## Cover 2 – Personal Injury

### ✓ What is covered

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

### X What is not covered

Claims

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

# Family legal protection *continued*

## Cover 3 – Employment Disputes

### ✓ What is covered

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

### X What is not covered

Claims

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

## Cover 4 – Property Infringement

### ✓ What is covered

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

### X What is not covered

Claims

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

## Cover 5 – Property Damage

### ✓ What is covered

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

## X What is not covered

Claims

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

## Cover 6 – Motor Prosecution Defence

### ✓ What is covered

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

## X What is not covered

Claims

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

## Cover 7 – Consumer Defence

### ✓ What is covered

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

## X What is not covered

Claims

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

## Cover 8 – Tax

### ✓ What is covered

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

This cover applies only if **you** have:

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

# Family legal protection *continued*

## X What is not covered

### Claims

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

## Cover 9 – Data Protection

### ✓ What is covered

**Advisers' costs** to pursue **legal action** against a person or organisation that has broken the Data Protection Act 1998 which has resulted in **you** suffering a financial loss.

### How to make a claim

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

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

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

### Legal Helpline

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

## Additional Legal Services

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

Examples are:

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

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

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

## General exclusions applying to this section only

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

## Family legal protection *continued*

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



## Conditions applying to this section only

### 1 Claims

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

### 2 Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service, any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The

# Family legal protection *continued*

arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 3 Prospects of success

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

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

## 4 Language

The language for contractual terms and communication will be English.

## Customer service information

### Data Protection Act

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

### Compensation

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

### Authorisation

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). **IPA** is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from **IPA** on request. **IPA** is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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

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

**[www.axa.co.uk](http://www.axa.co.uk)**

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