



PRESTIGE

UNDERWRITING SERVICES LTD



SURE & SIMPLE
POLICY WORDING



Prestige Sure & Simple Policy

What is in this Booklet

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In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the period shown in the **Schedule**

When drawing up this policy, **We** have relied on the information and statements which **You** have provided in the proposal form (or declaration) on the date shown in the **Schedule**.

The insurance relates ONLY to those sections of the policy which are shown in the **Schedule** as being included.

The Written agreement allows Prestige Underwriting Services Limited to sign and issue this policy on behalf of AXA Insurance UK plc for Sections 1 – 5 only. Section 6 is insured by Financial & Legal Insurance Company Limited.

Main Business of Insurer Statement

AXA is a world leader in wealth management and financial protection, managing funds worth more than €1.315 billion (as at 31st December 2006). It operates in around 50 countries and serves 52 million customers worldwide.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Important Telephone Numbers

CLAIMS

Sections 1-5
Tel: 08450 777 666

LEGAL EXPENSE CLAIMS

Section 6
Tel: 0845 766 0213

HOME EMERGENCY AND LEGAL HELPLINE

Tel: 0870 164 8437

IDENTITY THEFT HELPLINE

Tel: 0870 164 8268



Introducing your policy

This Policy, Schedule and any Endorsement applying to Your Policy form Your Prestige Sure & Simple Insurance document.

This document sets out the conditions of the contract of insurance between You and Us. You should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- You are clear which sections You have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand Your own duties under each section and under the insurance as a whole.

Please contact Your broker or agent immediately if this document is not correct or if You would like to ask any questions.

Definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this insurance

Bedroom

A room originally designed as a bedroom even if it is now used for other purposes

Bodily Injury

Bodily injury includes death or disease.

Broker or Agent

The advisor who placed this Insurance on **Your** behalf.

Buildings

- The **Home** and its decorations
- Fixtures and fittings attached to the **Home**
- Permanently installed swimming pools (but not swimming pool covers), solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **You** own or for which **You** are legally responsible within the **Premises** named in the **Schedule**.

Business Equipment

Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment and office equipment owned by **You** used in connection with a business that may be run from the private residence forming part of the **Home** within the **Premises** shown as the risk address in the **Schedule**

Collection

A group of more than ten items of a similar or identical type



Contents

Household goods and personal property, within the **Home**, which are **Your** property or which **You** are legally responsible for.

Contents includes:

- **High Risk Items** up to:
 - £10000 if property has 1 or 2 bedrooms (single item limit £1500)
 - £12000 if property has 3 bedrooms (single item limit £1500)
 - £14000 if property has 4 bedrooms (single item limit £2500)
 - £16000 if property has 5 bedrooms (single item limit £2500)
- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- property in the open but within the **Premises** up to £1000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**)
- **Money** up to £350
- **Credit cards** up to £1000
- deeds and registered bonds and other personal documents up to £1500 in total
- pedal cycles up to £500 for any one cycle
- domestic oil in fixed fuel oil tanks up to £1000

Contents does NOT include:

- motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys) caravans, trailers or watercraft, or aircraft or their accessories
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**
- any property held or used for business purposes other than office equipment up to £5,000 in total
- any property insured under any other insurance.

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to **You** and held for private or domestic purposes.

Domestic Staff

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

Downloads

Software or files legally downloaded and stored on any computer or home entertainment equipment

Endorsement

A change in the terms and conditions of this insurance

Excess

The first part of any claim **You** have to bear



High Risk Items

Jewellery, watches, furs, gold, silver, gold and silver plated articles or other precious metals, pictures and painting, other works of art and collections.

Home

The private dwelling, of **Standard Construction** and the garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**.

Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purposes.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Personal Possessions

Clothing, baggage, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to **You**

Personal possessions does NOT include:

- **Money** and **Credit cards**
- pedal cycles exceeding £500 in total.

Policy

The insurance contract between **You** and **Us** which is based upon the statement of fact and declaration which **You** agreed and whose terms are contained in this Policy wording, the **Schedule** and any applicable Endorsements.

Premises

The address which is named in the **Schedule**.

Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **Schedule** is part of this insurance and contains details of **Your** premises, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

Standard Construction

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete. Or if built during 1980 or after, timber-framed and roofed with slates, tiles, metal, asbestos, asphalt or concrete.



United Kingdom

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

Unoccupied

Not lived in by **You** or by any other person to whom **You** have given **Your** permission for 60 consecutive days.

We / Us / Our

Prestige Underwriting Services Limited on behalf of AXA Insurance UK plc (other than for Section 6 Legal Expenses – refer to this Section definition separately).

You / Your / Insured/Your Family

The person or persons named in the **Schedule** and all members of their family who permanently live in the **Home**.



General Conditions applicable to the whole of this insurance

You and **Your Family** must comply with the following general condition to have full protection of the **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 the claim payment

Your duties

1. Keeping **Your** sums insured at the correct level

You must at all times ensure the sums insured are adequate to represent the full value of the property insured.

Full value means:

for the **Buildings**

the cost of rebuilding if the **Buildings** were completely destroyed

for the **Contents**

the current cost as new (other than clothes, fur and household linen)

For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

2. Changes in **Your** circumstances

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

- change of address
- structural alterations to **Your Home**
- if **You** or **Your Family** intend to let or sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** will be **unoccupied**
- if **You** or **Your Family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences

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

If **you** are in any doubt please ask **Your** Broker or Agent

3. 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.

If **You** fail to comply with any of the above duties this insurance may become invalid.

4. **Your** Duty

It is **Your** duty to ensure that the terms and conditions of this **Policy** are duly observed and complied with by **You**.

No Claims Discount

You will be entitled to a No Claims Discount under Section two – **Contents** if no claims on the following basis:

Claim Free Period	No Claims Discount (NCD)
1 year	10%
2 years	20%
3 years	30%



If **you** make one claim in any **Period of Insurance**, the premium reduction at the next renewal will be as follows:

NCD at last renewal	NCD at next renewal
10%	NIL
20%	10%
30%	20%

If **you** make more than one claim in any **Period of Insurance** the NCD will be reduced to NIL at the next renewal

Premiums paid and up to date

PAYMENTS BY DIRECT DEBIT

If the premiums are paid monthly these will be collected on the cover start date of the insurance shown in the **Schedule** and on the same day of each following month. If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment

Authority to Renew Condition

(Where an insured pays their premium by direct debit)

If **We** are willing to continue providing cover and **Your** broker advises **You** beforehand of **Our** renewal terms, **You** authorise **Your** broker to renew this insurance, and any subsequent insurance on expiry, in accordance with **Our** renewal terms at the time, unless **You** advise **Your** broker otherwise before renewal date.

CANCELLING YOUR COVER

Statutory Cancellation Rights

You may cancel this **Policy** within 14 days of receipt of the Policy documents (new business) or the renewal date by writing to **Us**.

There is no refund of premium in the event of a total loss claim. However in all other causes **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of total loss if **You** are paying by instalments **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made

Cancellation Outside The Statutory Period

You may cancel this **Policy** at any time by providing written notice to **Your Broker or Agent**. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

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

We reserve the right to cancel the **Policy** by providing 30 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above

Non Payment of Premiums

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



General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any additional expense following on from the event for which you are claiming
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any 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 nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Date Change Clause

We will not pay for any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment which fails to recognise correctly any date change.

d) Computer failure clause

We will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

e) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

f) Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this **Policy**.

g) Deception

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless it is only entry to the **Home**.

h) Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- Customs, police or officials
- Order of any court of law
- Any statutory or regulatory authority

i) Terrorism

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any additional expense following on from the event for which you are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;



Directly or indirectly caused by or contributed to by or from biological or chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

j) Pollution/Contamination

Any 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

For the purposes of this exclusion 'terrorism' means the act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Claims Conditions applicable to the whole of this insurance

These conditions do not apply to Section 6 – Legal Expenses where separate conditions apply – see Claims and Helpline Service as detailed under this Section (6)

You and **Your** Family must comply with the following claims condition to have full protections of the **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 the claim payment

Your duties

In the event of a claim or possible claim under this insurance

1. The first thing **You** must do:

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

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

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

2. **You** should always immediately:

- contact **Us** or **Your Broker or Agent**
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

3. **Claims Process**

Contact Prestige Underwriting Services Limited, 5th and 6th Floor, Lanyon Building, 10 North Derby Street, Belfast BT15 3HL. Telephone: 08450 777 666. Fax: 028 9335 6823

or **Your broker or agent**

4. **What **You** must do after making **Your** claim:**

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them and send to **Us** immediately any



writ, summons, letter of claim or other document

- if requested send written details of **Your** claim to **Us** within 30 days
- supply at **Your** own expense all reports certificated plans specification information and assistance that **We** may require

5. **What You must not do:**

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

If **you** fail to comply with any of the above duties this insurance may become invalid. Claims under Sections 1-5 should be reported to **Your Broker or Agent** adviser or directly to Prestige Underwriting Services Ltd. 6th Floor, Lanyon Building, 10 North Derby Street, Belfast BT15 3HL. Telephone 08450 777 666

For Section 6 – Legal Expenses see CLAIMS AND HELPLINE SERVICE as detailed under this section.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **Your** name
- take any action we consider necessary to enforce **Your** rights or **Our** rights under this insurance
- Enter any **Building** where loss or damage has occurred and deal with the salvage but no property may be abandoned to **Us**.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

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

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

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

Then

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the **Policy**
- **We** may at **Our** option declare the policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date
- **We** shall not make any return of premium
- **We** may inform the Police of the circumstances



Section 1 | Buildings

This section only applies if shown in the Schedule

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

1. fire and resultant smoke damage, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft

What is not covered

We will not pay

- a) the first £100 of every claim
 - b) loss or damage due to a gradually operating cause
- a) the first £100 of every claim
 - a) the first £100 of every claim
 - b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
 - c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
 - d) for loss or damage caused by frost
 - e) for loss or damage caused by rising ground water levels
- a) the first £100 of every claim
 - b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section 1
 - c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
 - d) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
 - b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
 - c) for loss or damage caused by faulty workmanship
 - d) for loss or damage while the **Buildings** are not furnished enough to be normally lived in
- a) the first £100 of every claim
 - b) for loss or damage while the **Home** is not furnished enough to be normally lived in



Section 1 | Buildings *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

7. collision by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

9. subsidence or heave of the site upon which the **Buildings** stand or landslip

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- c) for loss or damage caused by domestic pets

- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in

- a) the first £1000 of every claim
- b) for loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- c) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event
- d) for loss or damage arising from faulty design, specification, workmanship or materials
- e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law
- f) for loss or damage caused by coastal or riverbank erosion
- g) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
- h) the action of chemicals on, or the reaction of chemicals with any materials which form part of the **Buildings**
- i) any claim for which compensation has been provided or would have been provided but for the existence of this policy, under any contract, legislation or guarantee

- a) the first £100 of every claim
- b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts

- a) the first £100 of every claim
- b) for loss or damage caused by trees being cut down or cut back within the **Premises**
- c) for loss or damage to gates and fences unless the main dwelling is damaged at the same time by the same event



Section 1 | **Buildings** *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

This section of the insurance also covers

- A) the cost of repairing accidental damage to
- Fixed glass and double glazing (including the cost of replacing frames
 - solar panels
 - Sanitary ware
 - ceramic hobs
- all forming part of the Buildings
- B) the cost of repairing accidental damage to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **You** are legally responsible for
- C) • loss of rent due to **You** which **You** are unable to recover
- additional costs of alternative accommodation, substantially the same as **Your** existing accommodation, which **You** have to pay for while the **Buildings** cannot be lived in following loss or damage that is covered under section one
- D) expenses **You** have to pay and which **We** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs **You** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **Buildings** which are covered under section one

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- a) the first £100 of every claim
- b) any amount over £30,000
- a) the first £100 of every claim
- b) any expenses for preparing a claim or an estimate of loss or damage
- c) any costs if Government or local authority requirements have been served on **You** before the loss or damage



Section 1 | Buildings *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

- E) increased metered water charges **You** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one

- F) anyone buying the **Home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner

- G) the cost of tracing the source of the damage if covered under parts 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations

- H) any loss or damage caused by the emergency services gaining access to the premises in the course of their duty to safeguard life or property

- I) any loss or damage to plants, trees, bushes and shrubs at the **Premises** as a result of the insurance provided by parts 1 to 11

What is not covered



Section 1 | **Buildings** *continued*

Accidental damage to the Buildings

The following applies only if the **Schedule** shows that Accidental Damage to the **Buildings** is included.

What is covered

This extension covers the following

accidental damage to the **Buildings**

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage or any proportion of damage which **We** specifically exclude elsewhere under section one
- c) for the **Buildings** moving, settling, shrinking, collapsing or cracking
- d) for loss or damage while the **Home** is being altered, repaired, cleaned, maintained or extended
- e) for loss or damage to outbuildings and garages which are not of Standard construction
- f) for loss or damage while the **Home** is lent, let or sublet
- g) for the cost of general maintenance
- h) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- i) for loss or damage arising from faulty design, specification, workmanship or materials
- j) for loss or damage from mechanical or electrical faults or breakdown
- k) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light
- l) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 1 | Buildings *continued*

Settling Claims

How **We** deal with **Your** claim

1. Replacement or Repair

We will pay the cost of work carried out in repairing or replacing the damaged parts of the **Buildings** including:

- i) reasonable professional fees relating to repair and/or replacement
- ii) removal of debris
- iii) the cost of complying with building regulations, local authority or other statutory requirements except where notice of the need to comply was given or sent to **You** before the damage occurred or these relate to undamaged parts of the **Buildings**.

We will not pay for fees incurred in preparing or furthering any claim under this **Policy**.

We will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- the **Buildings** have not been maintained in good repair or
- at the time of any damage the sum insured for **Buildings** is less than the full rebuilding cost.

If the repair or replacement is not carried out **We** will, at **Our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to **Your Home** if the repair work had been carried out without delay and taking into consideration any discounts **We** may have received had **We** repaired or replaced the **Buildings**.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

3. **We** will not pay:

- the first £1,000 of every claim for subsidence, heave or landslip
- the first £100 of every other claim.

Your sum insured

We will not reduce the sum insured under section 1 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

Limit of insurance

We will not pay more than the sum insured for the **Premises** shown in the **Schedule**.



Section 2 | Contents

This section only applies if shown on the **Schedule**.

Contents includes:

High Risk Items up to:

£10,000 if property has 1 or 2 bedrooms (single item limit £1500)

£12,000 if property has 3 bedrooms (single item limit £1500)

£14,000 if property has 4 bedrooms (single item limit £2500)

£16,000 if property has 5 bedrooms (single item limit £2500)

Money up to £350

Credit Cards up to £1000

Pedal cycles up to £500 for any one cycle

What is covered

This insurance covers the **Contents** for loss or damage directly caused by

1. fire and resultant smoke damage, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft

What is not covered

We will not pay

- a) the first £100 of every claim
 - b) loss or damage due to gradually operating cause
- a) the first £100 of every claim
 - a) the first £100 of every claim
 - b) for property in the open
 - c) for loss or damage caused by frost
 - d) for loss or damage caused by rising ground water levels
- a) the first £100 of every claim
 - b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
 - b) for loss or damage due to wear and tear or any gradually operating cause
 - c) for loss or damage caused by faulty workmanship
 - d) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
 - b) any amount over £5,000 within detached domestic outbuildings and garages
 - c) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 2 | Contents *continued*

What is covered

This insurance covers the **Contents** for loss or damage directly caused by

7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **Buildings** stand or landslip commotion or acting maliciously
10. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) the first £100 of every claim
- b) loss or damage caused by domestic pets
- a) the first £100 of every claim
- a) the first £100 of every claim
- b) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage arising from faulty design, specification, workmanship or materials
- d) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law
- e) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
- f) for loss or damage by coastal or riverbank erosion
- g) the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**
- h) any claim for which compensation has been provided, or would have been provided but for the existence of this **Policy** under any contract legislation or guarantee
- a) the first £100 of every claim
- b) for loss or damage caused by trees being cut down or cut back within the **Premises**



Section 2 | **Contents** *continued*

What is covered

This section of the insurance also covers

- A) accidental damage to
- televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, video cassette recorders all situated within the **Home**

This insurance covers the **Contents** for loss or damage directly caused by

- B) accidental breakage of
- fixed glass and double glazing
 - Sanitary ware forming part of the **Buildings** which **You** are legally responsible for as a tenant and do not have other insurance for
 - mirrors
 - glass tops and fixed glass in furniture
 - ceramic hobs
- C) the **Contents**, if these are not already insured, whilst they are temporarily out of the **Home** against loss or damage directly caused by:
- (i) any of the events insured under numbers 1-10 in section two while the **Contents** are:
- in any occupied private dwelling
 - in any **Buildings** where **You** are living or working
 - in any building for valuation, cleaning or repair
 - in any furniture store
 - in any bank or safe deposit
- (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **Contents** are being moved to **Your** new **Home** or to or from any bank, safe deposit or furniture store

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- c) for loss or damage to tapes, records, cassettes, discs or computer software
- d) mechanical or electrical faults or breakdown
- e) for loss or damage by insects, parasites, vermin or domestic pets
- a) the first £100 of every claim
- b) for the cost of repairing, removing or replacing frames
- a) the first £100 of every claim
- b) for **Contents** outside the United Kingdom
- c) for **Money** or **Credit cards**
- d) any amount over £7500 for **Contents** in a furniture store



Section 2 | Contents *continued*

What is covered

- D) up to twelve months rent **You** have to pay as occupier if the **Buildings** cannot be lived in following loss or damage that is covered under section two
- E) costs of using other accommodation, substantially the same as **Your** existing accommodation, which **You** have to pay for if the **Buildings** cannot be lived in following loss or damage that is covered under section two
- F) **Your** legal responsibility as a tenant for loss or damage to the **Buildings** caused by loss or damage which is covered under section 2
- G) the cost of repairing accidental damage to
 - domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables which **You** are legally responsible for as tenant only
- H) fatal injury to **You**, happening at the **Premises** shown in the **Schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
 - £5000 for each Insured
- I) costs **You** have to pay for replacing locks to safes, alarms and outside doors in the **Home** following theft or loss of **Your** keys

What is not covered

- a) the first £100 of every claim
- b) any amount over £15000 for the **Contents** of the **Buildings** damaged or destroyed
- a) the first £100 of every claim
- b) any amount over £15000 for the **Contents** of the **Buildings** damaged or destroyed
- a) the first £100 of every claim
- b) any amount over £7500 for the **Contents** of the **Buildings** damaged or destroyed
- c) for loss or damage caused by fire, lightning or explosion to the **Buildings** other than to the landlord's fixtures or fittings
- d) for loss or damage arising from subsidence, heave or landslip
- e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) for loss or damage while the **Buildings** are not furnished enough to be normally lived in
- a) the first £100 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- a) the first £100 of every claim
- b) more than £500 for any one claim



Section 2 | Contents *continued*

What is covered

- J) increased metered water charges **You** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section 2
- K) during the period of thirty days before and thirty days after of a celebration or religious festival that **You** celebrate the **Contents** sum insured is increased by £2500 to cover gifts and additional food and drink. For all other purposes the sum insured is not increased by this item (K)
- L) the cost of replacing **Your** food in **Your** fridge or freezer if it is spoilt due to a change in temperature of contamination by refrigeration fumes
- M) the cost of replacing **Downloads** following loss or damage as a result of causes 1 to 10 of section 2
- N) theft or accidental loss of **Personal Money** anywhere in the world provided that
 - Within 24 hours of **You** discovering any such loss or theft, **You** have notified the police
- O) any amounts which **You** become legally liable to pay as a result of unauthorised use following loss or theft of **Your Credit Cards** anywhere in the world provided that
 - Within 24 hours of **You** discovering any such loss or theft, **You** have notified the police and the card issuing company
 - **You** have complied with all other conditions under which **Your Credit Cards** were issued to **You**

What is not covered

- a) the first £100 of every claim
 - b) more than £1,000 for any one claim **You** claim for such loss under sections one and two, **We** will not pay more than £1,000 in total
- a) the first £100 of every claim
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
 - c) for loss or damage caused by an electricity or gas company cutting off or restricting **Your** supply
 - d) for loss or damage due to the failure of **Your** electricity or gas supply caused by a strike or any other industrial action
 - e) property mainly used for business trade or profession or employment purposes
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
- a) the first £100 of every claim
 - b) more than £350 for any one claim
 - c) to make up any shortages due to error or omission
 - d) for loss of value
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
 - c) to make up any shortages due to error or omission
 - d) for loss of value



Section 2 | Contents *continued*

- P) loss or damage to visitors **Personal Possessions** by causes 1 to 10 whilst they may be contained with in the **Home**
 - a) the first £100 of every claim
 - b) more than £500 for each visitor for any one claim

- Q) loss or damage to **Domestic Staff's Personal Possessions** by causes 1 to 10 whilst they may be contained with in the **Home**
 - a) the first £100 of every claim
 - b) more than £500 for each member of **Domestic Staff** for any one claim



Section 2 | **Contents** *continued*

Accidental damage to the Contents

The following applies only if the **Schedule** shows that Accidental Damage to the **Contents** is included.

What is covered

This extension covers the following

accidental damage to the **Contents** within the **Home**

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for damage or any proportion of damage which **We** specifically exclude elsewhere under section two
- c) for damage to **Contents** within garages and outbuildings
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage caused by chewing, tearing, scratching or fouling by animals
- f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- g) for **Money**, **Credit cards**, documents or stamps
- h) for damage to contact, corneal or micro corneal lenses
- i) for damage while the **Home** is lent, let or sub let
- j) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- k) for damage arising out of faulty design, specification, workmanship or materials
- l) for damage from mechanical or electrical faults or breakdown
- m) for damage arising from demolition, structural alteration or structural repair of the **Building**
- n) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- o) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- p) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 2 | Contents *continued*

How **We** deal with **Your** claim

1. If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under section 2. For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new
 - **You** have paid or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

where **We** will take off an amount for wear and tear and depreciation.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. **We** will not pay:
 - the first £100 of every claim

Your sum insured

4. **We** will not reduce the sum insured under section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.
5. If **You** are under insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or damage is more than **Your** sum insured for the **Contents**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum insured for the **Contents** shown in the **Schedule**.



Section 3 | Accidents to Domestic Staff

This section only applies if shown in the Schedule

What is covered

We will indemnify **You** for amounts **You** become legally liable to pay, including costs and expenses which **We** have agreed in writing, for Bodily injury by an accident happening during the **Period of insurance** anywhere in the world to **Your** domestic staff employed in connection with the **Premises** shown in the **Schedule**

What is not covered

We will not indemnify **You**

for Bodily injury arising directly or indirectly

- from any motorised or horsedrawn vehicle other than:

domestic garden equipment used within the Premises, and pedestrian controlled garden equipment used elsewhere

- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days during the **Period of insurance**

Limit of insurance

We will not pay any more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.



Section 4 | Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section 1 or the **Contents** are insured under section 2 of this insurance.

Part A

Part A of this section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **Contents** only are insured, **Your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered

We will indemnify **You**

- (i) as owner or occupier for any amounts **You** become legally liable to pay as damages in respect of accidental
- **Bodily injury**
 - damage to property happening at the **Premises** during the **Period of Insurance**

OR

- (ii) as a private individual for any amounts **You** become legally liable to pay as damage in respect of accidental
- **Bodily injury**
 - damage to property happening anywhere in the world during the **Period of Insurance**

What is not covered

We will not indemnify **You** for any Liability

- a) for Bodily injury to
- **You**
 - any other permanent member of the **Home**
 - any person who at the time of sustaining such injury is engaged in

Your service

- b) for Bodily injury arising directly or indirectly from any communicable disease or condition
- c) for damage to property owned by or in the charge or control of
- **You**
 - any other permanent member of the **Home**
 - any person engaged in **Your** service
- d) in **Canada** or the **United States of America** after the total period of stay in either or both countries has exceeded 30 days during the **Period of insurance**
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which **You** have assumed under contract and which would not otherwise have attached

(Exclusions continued over the page)



Section 4 | Legal Liability to the Public *continued*

What is covered

What is not covered

- g) arising out of **Your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **Premises** and
 - pedestrian controlled gardening equipment used elsewhere
- ii) any power-operated lift
- iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- h) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of insurance** at the **Premises** named in the **Schedule**; and
 - reported to **Us** not later than 30 days from the end of the **Period of insurance**;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i) arising out of **Your** ownership, occupation, possession or use of any land or building that is not within the **Premises**
- j) if **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted



Section 4 | Legal Liability to the Public *continued*

Part B

What is covered

We will pay for

sums which **You** have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **You** had the award been made against **You** rather than to **You**
- there is no appeal pending
- **You** agree to allow **Us** to enforce any right which **We** shall become entitled to upon making payment

What is not covered

Part C

What is covered

We will indemnify **You** for

any amount **You** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Home** previously owned and occupied by **You**

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
more than £2,000,000 in all
- in respect of any other liability covered under section four:-
more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.

What is not covered

- for any liability if **You** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault



Section 5 | Personal Possessions in and away from the home

This section only applies if shown on the policy **schedule**.

What is covered

This insurance covers

- (i) **Unspecified Personal Possessions** against physical loss or damage anywhere in the world

Personal Possessions - up to £5000

Single Item Limit - £1500

Pedal Cycles - up to a total of £500

What is not covered

- a) the first £100 of every claim
- b) for damage caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
- c) for damage from electrical or mechanical faults or breakdown
- d) any amount over £1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the **Schedule** or the specification(s) attached to the **Schedule**
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) for damage to guns caused by rusting or bursting of barrels
- g) for breakage of any sports equipment whilst in use
- h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **Schedule**
- i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision
- j) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most **We** will pay is £2000 per incident.
- k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms
- l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards



Section 5 | Personal Possessions in and away from the home *continued*

What is covered

- i) Specified **Personal Possessions** listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world

What is not covered

- m) articles used for business or professional purposes unless stated otherwise in the **Schedule**
- n) to pedal cycles, loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- o) loss or damage to cycles while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- p) theft of a cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- a) the first £100 of every claim
- b) for damage caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
- c) for damage from electrical or mechanical faults or breakdown
- d) any amount over £1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the **Schedule** or the specification(s) attached to the **Schedule**
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) for damage to guns caused by rusting or bursting of barrels
- g) for breakage of any sports equipment whilst in use
- h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **Schedule**
- i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision
- j) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a



Section 5 | Personal Possessions in and away from the home *continued*

What is covered

- ii) Specified Pedal Cycles listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world
- iii) Specified Pedal Cycles listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world

What is not covered

- locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most we will pay is £2000 per incident.
- k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms
- l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards
- m) articles used for business or professional purposes unless stated otherwise in the **Schedule**
- n) to pedal cycles, loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- o) loss or damage to cycles while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- p) theft of a cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- a) the first £100 of every claim
- b) for loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- c) for loss or damage due to wear and tear or any gradually operating cause
- d) for loss or damage from mechanical or electrical faults or breakdown
- e) loss or damage while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- f) theft unless the cycle was locked to an immovable object or kept in a locked building at the time of the theft



Section 5 | Personal Possessions in and away from the home *continued*

Conditions that apply to section 5 Personal Possessions

Precious Stones (Regular maintenance of settings)

The setting of the stones in any item of jewellery exceeding the value of £7500 MUST be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, such items of jewellery will not be insured.

Evidence of value

You will need to provide up to date evidence of value and ownership for any item valued at £2500 or over. If **You** do not do this, **We** may refuse to deal with **Your** claim or reduce the amount of any claim payment

How **We** deal with **Your** claim

1. **We** will at **Our** option repair, replace or pay replacement as new for any article lost or damaged. **We** will replace as new except for:
 - i) clothing and items that are not repaired or replaced, when a deduction for wear and tear will be made
 - ii) items that can be economically repaired (including clothing) where the cost of repair will be paid
2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
 - **We** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
 - **We** will not pay more than a proportion of the insured value of such pair or set.
3. **We** will not pay:
 - the first £100 of every claim

Your sum insured

4. If the total value of unspecified items at the time of the loss or damage is more than **Your sum insured** for such items, then **We** will only pay for a proportion of the claim. For example if **Your sum insured** only represents one half of the total value of unspecified items **We** will only pay one half of the cost of repair or replacement. However, if Personal possessions are lost or damaged away from the **Home** **We** will not take account of the value of Personal possessions in the **Home** at the time of such loss or damage. In the event that a Personal possession specified in the **Schedule** is totally lost or destroyed, it will not continue to be insured but will be deleted from the date of the loss.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **Schedule**.



Section 6 | Legal Expenses

This section only applies if shown in the Schedule

This insurance is a contract between you and **Insurers**, Financial & Legal Insurance Company Limited (registered in England under Company no 03034220 and by the Financial Services Authority under no 202915). The **Insurers** will indemnify the **Insured Persons** subject to the terms, conditions, clauses and exclusions of this insurance during the **Period of Insurance**.

This insurance has been effected with and is signed on behalf of Financial & Legal Insurance Company Limited.

CLAIM AND HELPLINE SERVICE 0845 766 0213

DEFINITIONS

Each of the words and phrases listed below will have the same meaning wherever they appear in **bold** in this insurance.

Collective Conditional Fee Agreement

Means the separate agreement between the Insurer and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and **contents** of which have been agreed to by **Us** before it is entered into.

Conditional Fee Agreement

Means the separate agreement between the Insured and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the **Insurer**.

Date of Occurrence

For claims brought under section 5 a) of the cover, the date when it is alleged that the **Insured Person** began the criminal act; for claims brought

under section 6 of the cover, the date that the **Insured Person** is first notified by HM Revenue & Customs that an extensive examination is to take place; and for all other claims, the date at which the cause of action first arose.

Legal Expenses

The fees, costs, disbursements and other professional charges which **We** have agreed to fund:

- i) Reasonably and necessarily incurred by a **Nominated Representative**; and
- ii) Incurred by other parties, in civil cases if **You** have been ordered to pay them or pays them with **Our** written agreement.

Insured Person

You and with **Your** agreement to claim for any member of **Your** family permanently living with **You** (including any person **You** live with as if married).

Insurer

Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

MSL/we/us/our

MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW which manages this insurance on behalf of the **Insurers**.

Period of Insurance

The period not exceeding twelve months from the date shown on the **Insurance Certificate** and for which **You** have paid or agreed to pay and **We** have agreed to accept a premium.

Insurance Certificate

The **Insurance Certificate** that proves that **You** have paid the premium and are entitled to the benefits under this policy.



Section 6 | Legal Expenses *continued*

Legal Proceedings

The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the **Territorial Limits** including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **Territorial Limits**.

Nominated Representative

A solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this insurance. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the **Insurer**.

Territorial Limits

The United Kingdom and any other territories for which cover is expressly provided under the policy.

United Kingdom

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

You/your/Certificate Holder

The person(s) named in the policy and the **Insurance Certificate** as the policyholder or **Insured**.

THE COVER

The **Insurer** will afford cover to **You** for the types of claim specified below, subject to the terms, conditions and exclusions of this policy, *provided that*:

- i) **You** have paid the premium
- ii) the subject of the claim occurred within the **Territorial Limits** and the **Date of Occurrence** was within the **Period of Insurance**
- iii) **You** bring no more than two claims during the **Period of Insurance**.

1 Personal injury

Claims relating to the death or bodily injury of an **Insured Person** caused by a specific or sudden event for which a third party is at fault.

Excluding

Any claim for injuries arising from clinical, medical or dental negligence or criminal acts.

Where **Your** claim is not covered above, **We** may purchase an After The Event insurance policy for **you** from the **Insurer** to cover **Your** costs of bringing a claim.

2 Consumer Contracts (including professional negligence)

Disputes arising out of any contract or alleged contract entered into by the **Insured Person** for the purchase or hire of goods or services for private use or the sale or supply of privately owned goods by the **Insured** *provided that*

- i) The contract or alleged contract was entered into or, in the case of professional negligence claims only, the loss was first discovered after the commencement of the first **Period of Insurance**
- ii) Where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant website provider or authority have been exhausted.



Section 6 | Legal Expenses *continued*

3 Domestic Property Protection

Disputes arising out of:

- i) A third party's negligent act or omission, nuisance, trespass, or criminal damage relating to **Your** material property (including **Your** principal place of residence *but not* any other buildings or land) which causes physical damage or pecuniary loss
- ii) The landlord's failure to maintain **Your** principal place of residence.

Excluding

- i) Boundary disputes which arise in the first 180 days of this insurance
- ii) Claims where any **Insured Person** is the landlord of the home or is leasing, sub-letting or renting-out all or any part of the premises for any purpose.

4 Employment

Disputes arising from or relating to **Your** contact of employment which can exclusively be heard in an Employment Tribunal *Excluding*:

- i) Claims if **You** are a director, an apprentice or working under a contract for service
- ii) Claims relating to the Transfer of Undertakings Protection of Employment Regulations.

5 Legal Defence

The defence of any:

- i) Prosecution of an **Insured Person** in a criminal court
- ii) Civil action taken against **You** as an employee under any legislation relating to racial, sex or disability discrimination, Data Protection or being a trustee of a pension fund set up for the benefit of **Your** fellow employees.

6 HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into the personal tax affairs of an employed **Insured Person** *Excluding*:

- i) Enquiries limited to specific aspects of the self-assessment tax return

- ii) Enquiries where the **Insured Person** is self-employed, a director or the member of a partnership aspects of the self assessment tax return.

7 Attendance Expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **Nominated Representative** or as a defendant of an admitted claim under this policy *provided* that such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by **Your** employer without deduction.

CONDITIONS

1 Limits and first amount payable

- i) The maximum amount of **Legal Expenses We** shall pay for any one claim is up to £50,000 for any one claim (£25,000 in respect of a claim arising from any claim under section 4 of cover) inclusive of VAT
- ii) **You** must pay the first £75 plus VAT of **Legal Expenses** in respect of any claim (apart from any claim under section 4 of the cover where **You** must pay the first £250 plus VAT).

2 Your Responsibilities

You must

- i) Observe the terms, conditions and exclusions of this insurance
- ii) Take all reasonable steps to prevent any incident that may give rise to a claim
- iii) Take all reasonable steps to minimise the amount payable under this insurance
- iv) Take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure
- v) Provide **Us** with such information regarding **Your** claim as **We** may reasonably require
- vi) Notify **Us** as soon as is reasonably possible of any circumstances which may give rise to a claim.



Section 6 | Legal Expenses *continued*

3 Nominated Representative

- i) **We** can represent **Your** interests and negotiate **Your** claim directly or through a **Nominated Representative** at our entire discretion. If **We** choose to refer **Your** claim to a **Nominated Representative**, **We** shall confirm this in writing to **You** and explain in more detail the work they will undertake
- ii) If **We** agree to the commencement of **Legal Proceedings** then **You** have the right to nominate **Your** own adviser. **You** must send **Us** the name and address of such person prior to the commencement of any **Legal Proceedings**. Such adviser must accept **Our** terms of appointment before commencing any work for **You** on **Our** behalf and co-operate with **Us** at all times
- iii) **We** may reject any adviser you suggest. If **You** do not agree with **Us** about the choice of the **Nominated Representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter
- iv) When a **Nominated Representative** is appointed **MSL** will send them a copy of their terms of appointment which must be accepted by the **Nominated Representative** before commencing any work for **You**. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the **Insurer**.

4 Control of the Claim

- i) **You** must, at **Your** own cost, provide the **Nominated Representative** with all information, evidence and documents relating to the claim when requested to do so and **You** must meet with the **Nominated Representative** when reasonably requested to do so
- ii) **You** must keep the **Nominated Representative** regularly informed of all developments, co-operate fully in all respects

and immediately pass on all correspondence relating to **Your** claim, unanswered

- iii) **We** must have direct access to the **Nominated Representative** at all times. **You** will provide **Us** with all information, evidence, legal advice and documents relating to the **Legal Proceedings** in **Your** possession or custody or that of the **Nominated Representative** upon **Our** request
- iv) **You** must give the **Nominated Representative** any instructions **We** require **You** to give without delay.

5 Acceptance of a claim and right to refuse indemnity

We may refuse to accept a claim or to continue to indemnify **You** where:

- i) In **Our** opinion
 - a) **You** and/or any other **Insured Person** have not disclosed any material information
 - b) **You** and/or the **Insured Person** have failed to provide **Us** or the **Nominated Representative** with any relevant information and/or supporting evidence
 - c) **Your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party
- ii) In the **Nominated Representative's** opinion, **Your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party
- iii) If **We** refuse to accept a claim or to continue to indemnify **You**, **We** shall give the reason(s) in writing to **You**.

6 Reasonable grounds

- i) **We** may, at any time, require **You** to obtain at **Your** own expense an opinion from counsel as to the merits of **Your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion



Section 6 | Legal Expenses *continued*

clearly demonstrates that there are reasonable grounds for pursuit or defence of **Your** claim

- ii) In all cases, the onus will be on **You** to demonstrate to the **Nominated Representative**, or to **Our** own advisers or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other **Legal Expenses** relating to **Your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

7 Payment under this insurance

- i) **You** must inform **Us** of any offer to settle **your** claim. No settlement offer will be accepted without **Our** consent
- ii) If **You** do not accept an offer **We** consider to be reasonable, **We** may refuse to provide any further indemnity
- iii) **We** may, at **Our** sole discretion, elect to pay an **Insured Person** the amount of damages claimed in lieu of incurring **Legal Expenses** to satisfy **Our** liability under the policy
- iv) If any offer to settle the claim is not accepted by **You**, which equals or exceeds the total damages (including any interest) eventually recovered by **You**, the **Insurer** will have no liability in respect of **Legal Expenses** incurred after such refusal unless **We** have given **Our** written consent to the rejection of the offer
- v) Following receipt of the relevant accounts, orders or award of a court or tribunal for **Legal Expenses** to be paid under this insurance, payment will be made direct to the **Nominated Representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal
- vi) If **You** withdraw from the **Legal Proceedings** without **Our** agreement, cover will cease immediately and **We** shall be entitled to be reimbursed for any **Legal Expenses** previously agreed or paid to **You** or on **Your** behalf in respect of such **Legal Proceedings**.

8 Recoveries

We can take **Legal Proceedings** in **Your** name, at **Our Own** expense and for **Our Own** benefit, to recover any payment made under this insurance to anyone else. If **You** recover any **Legal Expenses** previously paid under this insurance from any other party, such **Legal Expenses** must be immediately repaid to **Us**.

9 Assignment

This insurance is between and binding upon the **Insurer** and the **Certificate Holder** and their respective successors in title, but this insurance may not otherwise be assigned by the **Certificate Holder** without the **Insurer's** prior written consent.

10 Waiver

No failure to exercise or enforce any rights conferred on a Party by this insurance, will be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

11 Third party rights

Unless expressly stated in this insurance, a person who is not party to this agreement has no rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person which exists or is otherwise than pursuant to that Act.

12 Cancellation Rights

The **Certificate Holder** has a right to cancel this Insurance without liability for the premium within 14 days of the date upon which the **Certificate of Insurance** is received. Written notice of cancellation (the **Certificate** must be given to the insurance broker or agent (if this insurance was obtained through a broker or agent) or the **Nominated Representative** (if one has been appointed) (at the address at which they conducted business with you) or to **MSL** in



Section 6 | Legal Expenses *continued*

writing. If written notice of cancellation is not given within the 14 day period the **Certificate Holder** will be responsible for payment of the premium. If the **Certificate Holder** gives due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

13 Data Protection

Any personal information provided by **You** may be held by **Us** and the **Insurer** in relation to **Your** insurance cover. It may be used by **us** or the **Insurer's** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to motor engineers, loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

1. Help make decisions on legal expense insurance proposals and insurance claims, for **You** and members of **Your** household
2. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
3. Check **Your** identity to prevent **money** laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge may be made for this service.

We and other companies in the **Financial & Legal Group** may use your details to:

1. Send **You** information about other products and services that may interest **You**
2. Carry out research.

We may contact **You** by letter, e-mail or phone. If **You** would prefer not to receive marketing information or take part in research, simply tell **Us** when **You** call next.

We will not make **Your** personal details available to any companies outside the **Financial & Legal Group** to use for their own marketing purposes.

14 Financial Services Compensation Scheme

MSL (and the **Insurers**) are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If **MSL** and the **Insurers** are unable to meet their obligations under the Keystart Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

15 Governing Law

This insurance is governed by English law.



Section 6 | Legal Expenses *continued*

EXCLUSIONS

This insurance does not cover any claim

1 Reporting of claims

Reported to **Us** more than 180 days after the **Date of Occurrence**.

2 Trade, business or profession

Arising from any trade, business, profession, employment or services delivered for reward except as provided for under Parts Four, Five and Six of the cover.

3 Mechanically propelled vehicle

Relating to ownership or use of a mechanically propelled vehicle

4 Libel or slander

Relating to written or verbal remarks.

5 Deliberate, dishonest, violent or criminal acts

Relating to:

- i) A cause of action intentionally brought about by **You**
- ii) **Your** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

6 Dishonesty, false or fraudulent

If it is in any respect or part dishonest, exaggerated false or fraudulent in any way.

In the event that a claim is excluded under Exclusion 4 or 5 above, **We** shall have the right to refuse to pay a claim or to avoid this insurance in its entirety. Any indemnity already provided will be withdrawn retrospectively.

7 Legal Expenses not agreed

For **Legal Expenses** incurred:

- i) Before **We** have agreed to pay them on the **Insurers** behalf
- ii) Where **You**:
 - a) pursue or defend a case without **Our**

agreement or in a different manner to or against **Our** advice or that of the **Nominated Representative**

- b) fail to give proper instructions in due time to **Us**, to the **Nominated Representative** or to counsel or other persons instructed by **Us** or the **Nominated Representative**
- iii) Where the **Nominated Representative** refuses to act on **Your** behalf for any reason *other than* as the result of a conflict of interest
- iv) In respect of witnesses, experts or agents interviewed, engaged or called as witness without **Our** prior written approval
- v) Prior to issue of formal Proceedings (unless by way of pre action protocol approved by **Us**)
- vi) In respect of any appeal Proceedings
- vii) Adverse costs awards made against **You**, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.

8 Delay and prejudicial acts

Where **You**, in the reasonable opinion of the Insurer, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Nominated Representative** or withdrawing from the case.

9 Other insurances

For **Legal Expenses** which can be recovered by **You** under any other insurance or which would have been covered if this insurance did not exist *except* for any amount in excess of that which would have been payable under such insurance(s).

10 Fines and penalties

For fines, damages or other penalties which **You** are ordered to pay by a court or other authority.

11 Disagreement

Relating to a dispute with the **Insurer** or **Us**.



Section 6 | Legal Expenses *continued*

12 War risks

For **Legal Expenses** arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

13 Radioactive Contamination and Pressure Waves

Legal Expenses arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- i) Ionising radiations or contamination by radioactivity from any 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 nuclear component of such assembly
- iii) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14 Judicial review

Relating to any judicial review whether within the **Territorial Limits** or not.

15 Bankruptcy

When the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Persons** affairs or property are in the care or control of a receiver or an administrator.

16 Intellectual property

Relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

17 Breakdown of marriage

Relating to any dispute that **You** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship.



Endorsements

Endorsements

Applicable only if shown on **Your Schedule**).

007

We will not pay for any loss or damage to **Contents** caused by theft or attempted theft unless there is physical evidence of forced entry to, or exit from, the **Home**.

010

It is a condition of this **Policy** that the **Home** is secured by five-lever mortice deadlocks to British Standard 3621 on all external doors (except on patio doors which are to be fitted with patent patio door locks to prevent lifting and French doors which should be fitted with security bolts top and bottom to each leaf). All accessible opening windows must be fitted with key operated window locks.

011

It is a condition of this **Policy** that the **Home** is fitted by a Nacoss approved installer, with a burglar alarm to British Standard 4737 which is maintained in working order under contract with the installing company. **We** will not pay for any loss or damage caused by theft from the **Home** UNLESS the burglar alarm system is in full and effective operation whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night.

012

It is a condition of this **Policy** that all existing security and protections installed in the **Home** must be maintained in working order and must be in full use whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night. **You** agree that any existing security or protections will not be changed in any way that

would be detrimental to **Us** without **Our** written consent. **We** agree that windows may be left open for ventilation in occupied bedrooms overnight.

013

We will not pay for any loss or damage caused by theft or attempted theft of jewellery from the **Home** unless it is kept in a locked safe when not being worn.

022

The Excess under Section 1 – **Buildings** is £250, other than for claims in respect of subsidence, landslip or heave under cause 9.

024

The Excess under Section 2 – **Contents** is £250.

027

The Excess under Section 1 – **Buildings** is increased to £2,500 under cause 9 (subsidence, landslip or heave). This increased Excess replaces the original Excess under cause 9 and is not an additional amount.

028

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section 1 – **Buildings** insured by this **Policy**.

029

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section 2 – **Contents** insured by this **Policy**.

039

Your bank or building societies interest clause
The rights of the bank or building society who provided **Your** mortgage will not be affected by anything **You** do to increase the risk of loss or



Endorsements *continued*

damage to the **Home** provided that they were unaware of such action. The bank or building society must write and tell **Us** as soon as they become aware of any action **You** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **You** will have to repay them.

041

The Excess under Section 1 – **Buildings** is £500.

042

The Excess under Section 1 – **Buildings** is £1,000.

043

The Excess under Section 2 – **Contents** is £500.

044

The Excess under Section 2 – **Contents** is £1,000.

046

The Excess under Section 5 – **Personal Possessions** is £250.

047

The Excess under Section 5 – **Personal Possessions** is £500.

048

The Excess under Section 5 – **Personal Possessions** is £1,000.

055

Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the **Premises**.

057

Flood exclusion clause

Section 1 (Buildings) and Section 2 (**Contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections 1 and 2.



Home Emergency, Legal and Identity Theft Helplines

The following helplines are operated by Capita Insurance Services

HOME EMERGENCY

If your home is damaged as a result of a Home Emergency, Capita Insurance Services will contact an approved contractor on Your behalf, who is competent to undertake any immediately necessary repairs to:

1. Make Your home safe for habitation
2. Secure Your home and/or contents against further damage
3. Protect You and Your family from health risks

Any repairs or arrangements made will be at your expense but may be reimbursed if you go on to make a valid claim under the Policy

Telephone: 0870 164 8437 (24 hours)

LEGAL ADVICE

If You have a legal or legal related problem on any matter other than in connection with the use or ownership of a motor vehicle. You are able to contact the team of lawyers on hand to answer Your queries. Advice is available on a range of topics. You may have Legal Expenses insurance in place, in which case check your schedule of insurance and policy wording for full details

Telephone: 0870 164 8437 (24 hours)

IDENTITY THEFT

This helpline provides a “one stop solution” designed to meet all identity theft queries. This service is available between 9am and 5pm Monday to Friday (excluding English Bank Holidays)

Telephone: 0870 164 8268



Notice to the insured

Contractors (Rights of Third Parties) Act 1999 Clarification

A person who is not a third party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this insurance, but this does not affect any right or remedy of a third party which exists or is available under this act.

English Law

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

Data Protection Act

It is understood by the Insured that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and member of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;
- check **Your** identity to prevent **money** laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We may send data in confidence for processing to companies in the AXA Group (or companies acting on **Our** instructions) including those located outside the European Economic Area. By taking out this insurance **Policy You** consent to such use of **Your** personal data

We can supply, on request, further details of the databases we access or contribute to.



Complaints

It is **Our** intention to provide **You** with a high level of customer service, however if **You** should wish to make a complaint about **Our** service, **We** have a formal complaints procedure.

The address is:

Sections 1 - 5	Section 6
Underwriting Manager	The Claims Manager
Prestige Underwriting	MSL Legal Expenses Ltd
Services Ltd.	1 Lakeside
Astra House	Cheadle Royal Business Park
Southfields	Cheadle
Basildon	Cheshire
Essex	SK8 3GW
SS15 6TQ	
Telephone: 0845 330 3380	

If **You** are not satisfied with the way a complaint has been dealt with **You** may ask **Your** insurer to review **Your** case without prejudice to **Your** rights in law.

The address is:

Section 1 - 5	Section 6
Head of Customer Care	The Managing Director
AXA Insurance	Financial & Legal Expenses Ltd.
Civic Centre	1 Lakeside
Ipswich	Cheadle Royal Business Park
Suffolk	Cheadle
IP1 2AN	Cheshire
	SK8 3GW

If the insurer has given **You** a final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **You** have been provided with written confirmation that the internal complaints procedure has been exhausted. Referral to the Ombudsman will not affect **Your** right to take legal action.

The address is:

All Sections
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800.
Or by email: complaint.info@financial-ombudsman.org.uk

AXA Insurance is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

