



Buildings Insurance

Policy Document

Insurance trusted by the forces



Guidance when making a Claim

Claim Notification

Conditions that apply to the Policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all Policy conditions and **you** should familiarise **yourself** with any requirements.

Directions for claim notification are included under the Claims Conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in this policy booklet.

You will need to give **us** any help and evidence **we** need about the cause of **your** claim and its value. When **you** first get in touch, **we** will ask **you**:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Preferred Suppliers

Our approach to claims is to repair or replace lost or damaged property where **we** consider it appropriate. And **we** have built a network of contractors, repairers and product suppliers dedicated to providing this service.

If instead **we** agree to pay a cash settlement where **we** could have offered repair or replacement, **we** will not normally pay more than **we** would have paid **our** contractor, repairer or supplier.

How to make a Claim

Conditions that apply to the Policy and in the event of a claim are set out in this policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise **yourself** with any requirements.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information, which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- purchase dates, location and cost of lost or damaged property
- for damaged property, a written estimate for repair or confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Call **our** claims helpline on the number shown in **your** schedule. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information and/or **we** may wish to arrange a visit and inspection.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

If **we** ask **you** for specific information or documentation relevant to **your** claim **we** will pay any reasonable expenses **you** incur in providing **us** with that information.

If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality.

If **we** agree, at **your** request, not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

We will not pay for any loss of value to any item that **we** have repaired or replaced.

Where an **excess** applies, this will be taken off the amount of **your** claim.

Complaints Procedure

Our commitment to customer service

At PAX Insurance and RSA **we** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right. **We** take all complaints seriously and following the steps below will help **us** understand **your** concerns and give **you** a fair response:

Our promise to you

We will:

- acknowledge **your** complaint promptly;
- investigate **your** complaint quickly and thoroughly;
- keep **you** informed of progress;
- do everything possible to resolve **your** complaint fairly;
- ensure **you** are clear on how to escalate **your** complaint, if necessary.

Step 1

If **your** complaint relates to **your** Policy, please contact the sales and service number shown in **your** policy schedule. If **your** complaint relates to a claim, please call **our** claims helpline number shown in **your** policy booklet.

We aim to resolve concerns or complaints within three working days. Where **we** have been able to, **we** will send **you** a letter confirming this. **We** will also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

Step 2

In the unlikely event that **we** are unable to resolve **your** concerns through **our** informal complaints process, **our** Customer Relations Team will then review the matter on behalf of **our** Chief Executive. Once **our** Customer Relations Team have reviewed **your** complaint they will send **you** a final decision in writing within 8 weeks of the date **we** received **your** complaint. **Our** Customer Relations Team's contact details are:

RSA, Customer Relations Team
PO Box 255, Wyndham, NR18 8DP
Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If **you** are still unhappy after **our** Customer Relations Team's review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower, Harbour Exchange, London E14 9SR
Telephone: 0800 0234567 (Free from UK landlines and mobiles)
0300 1239123 (Same rate as 01 or 02 numbers on UK landlines and mobiles)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** will apologise and aim to do everything possible to put things right.

Helpline Telephone Numbers

Customer Services 0800 212 480

Claims Service 0345 0770125

The following helpline service is available 24 hours a day.

24 hour Domestic Assistance Telephone Helpline 0345 0780789

Please have **your** Policy number ready and quote the PAX Insurance reference 70508 when contacting the Domestic Assistance helpline.

In addition to the Insurance cover provided by this Policy PAX Insurance have arranged a special telephone helpline service with RSA.

We can arrange 24 hour emergency assistance for a wide range of problems related to the property within the **United Kingdom**. For example, if a pipe bursts or **your** roof is damaged by a storm.

We will be pleased to appoint a tradesman for **you** from a comprehensive national network, which includes plumbers, heating engineers, roofers, locksmiths, glaziers etc.

You will have to pay the costs of any repairs and call out fees, but **we** can advise **you** of the cost before **you** get the help.

General Information

The Policy is evidence of the contract between **you** and **us**. The Policy, the **Schedule** and any **endorsements** are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. **We** will provide under those sections shown in the **Schedule**, the insurance described in the Policy, during the **period of insurance** shown in the **Schedule**. The Conditions which appear in the Policy or in any **endorsement** are part of the contract and must be complied with.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract. The conditions set out the changes in circumstances that could affect **your** cover (page 4) and when **we** would cancel **your** Policy (page 11). Please take the opportunity to read the Policy Conditions.

We have tried to make this Policy as easy to read as possible. **We** have listed words with specific meanings on pages 5 and 6. They are printed in bold type whenever they appear in the Policy. Some **exclusions** apply only to specific parts of this Policy and appear under the appropriate Sections. General **exclusions** apply to the whole Policy and are on page 13.

The Sections which are included in **your** Policy and the particulars of **your** insurance are shown in the **Schedule**.

PAX Buildings Insurance is underwritten by Royal & Sun Alliance Insurance plc no. 93792. Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority ("FCA") and the Prudential Regulation Authority. FCA reference number 202323.

Changes in Circumstances

So that **we** can ensure **we** have got **you** fully covered **you** will need to let **us** know if during the year **your** circumstances change or **you** need to change any of the information **you** have provided to **us**. Once **you** know about any of these changes **you** must let PAX Insurance know within 30 days using the address on the front of the **Schedule**:

- 1 Any change of address.
- 2 **You** ceasing to be employed by H.M. Forces or equivalent **MoD** or affiliated organisation (**your** Policy can usually be retained after **you** leave the forces).
- 3 Any change of occupation (**you** do not need to notify changes of rank).
- 4 Marriage, divorce or separation
- 5 Increases to Sums Insured.
- 6 If **you** or any member of **your family** has any conviction for any offence (there is no need to tell **us** about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974).
- 7 **Your home** is going to be **unoccupied**.
- 8 Someone other than **your family** is going to live in **your home**.
- 9 **Your home** is going to be used for short periods each week or as a holiday home.
- 10 Work is to be done on **your home** which is not routine repair, maintenance or decoration – i.e. major building works.

We may reassess **your** cover, terms and the price when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund or premium.

The PAX Insurance Guarantee

Through our PAX brands **we** have nearly 100 years of experience in providing insurance to the military. This Policy has been designed to meet the specific needs of Service Personnel.

The Law to be applied to this Policy

Under the laws of the **United Kingdom** (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

Definitions

This part of the Policy sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the Policy.

Building(s)

The **home** and its permanent fixtures and fittings and interior decorations, domestic fixed fuel oil or gas tanks, septic tanks, swimming pools, tennis courts (including fixed ancillary equipment), ornamental ponds, paths, footpaths, patio terraces, drives, walls, fences, gates, hedges and bridges within the boundaries of the **land**.

Domestic Staff

Persons employed by **you** solely for domestic purposes (including gardeners/grooms) in connection with the **home(s)** specified in the **Schedule**.

Endorsement

A change **we** make in writing to the Policy.

Excess

The first part of any claim or series of claims, arising from any one happening or event, which **you** must pay.

Exclusions

That which is not insured under this Policy.

Flood

A rapid build-up or sudden release of water, from any source external to **your home** or land belonging to **your home**, which enters **your home** or land belonging to **your home**:

- at, below or above ground level provided that part of the body of water enters **your home** at ground level; and
- does so with a volume, weight or force which is substantial and abnormal.

Flood does not mean the gradual seepage of water into **your home** such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water).

Full Rebuilding Cost

This is the cost of rebuilding the **building** in the same size, style and condition as its original form when new (including the Additional Costs described in Section 1 paragraphs E(a) and (b)).

Heave

Upward and or lateral movement of the site on which **your buildings** stand caused by swelling of the ground

Home

The private dwelling and its domestic outbuilding(s) and garage(s), at the address(es) shown in the **Schedule**.

Land

The ground within the boundary of the **home**.

Landslip

Downward movement of sloping ground.

MoD

Ministry of Defence.

Occupier

Someone who lives in the **home** or has legal control over the **home**.

Our, Us, We

Royal & Sun Alliance Insurance plc.

Owner

Someone who legally owns the **home**.

Period of Insurance

The period shown in the **Schedule** and any further period for which **you** have paid or have agreed to pay and **we** have agreed to accept **your** premium.

Policyholder(s)

The person(s) named as **policyholder(s)** in the **Schedule**.

Pollution

- a Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and
- b all loss, damage or injury directly or indirectly caused by such pollution or contamination.

Schedule

The **Schedule** is part of the Policy. It shows details of the **policyholder**, the property insured, the **period of insurance** and which sections of the Policy apply.

Subsidence

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

United Kingdom

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

Unoccupied

When **your home** is not lived in by **your family** or by anyone who has **your** permission for more than 60 days in a row.

You, Your, Yourself

The Person(s) named as the **policyholder** in the **Schedule** and members of **your family** (and any other person(s) agreed by **us** in writing) who normally live with **you**.

Your Family

You, your husband, wife, partner, children (including foster children), parents and relatives, who all normally live with **you**.

Section 1 – Buildings

What is Covered

A The Basic Cover (Insured Perils)

Loss or damage to the **buildings** caused by:

- 1 Fire, Lightning, Explosion, Earthquake.
- 2 Smoke.
- 3 Collision or impact by:
 - a Aircraft or other aerial devices or anything dropped from them
 - b Any vehicle or animal.
 - c Falling television or radio aerials, satellite dishes, their fittings and masts.
- 4 Falling trees, branches, telegraph poles, pylons or lamp posts
- 5 Storm.
- 6 **Flood.**
- 7 Snow/Weight of snow.
- 8 Escape of water from or frost damage to any fixed water, drainage, heating installation or domestic appliance.
- 9 Escape of oil from any fixed domestic heating installation.
- 10 Theft or attempted theft.
- 11 Riot, civil commotion, strike or labour disturbance.
- 12 Malicious people or vandals.
- 13 **Subsidence or heave** of the site on which the **buildings** stand or **landslip**.

Exclusions

- 2 Loss or damage by any gradually operating cause.
- 4
 - Loss or damage to hedges, gates and fences.
 - Loss or damage caused by felling, lopping or topping
- 5 Loss or damage to hedges, gates and fences unless **your home** is damaged at the same time.
- 6 Loss or damage to swimming pools in the open, hedges, gates and fences unless **your home** is damaged at the same time.
- 7 Loss or damage to hedges, gates and fences.
- 8
 - Loss or damage whilst the **home** is **unoccupied**.
 - Loss or damage to swimming pools.
- 10 Loss or damage whilst the **home** is **unoccupied**.
- 12 Loss or damage whilst the **home** is **unoccupied**.
- 13
 - The first £1,000 of each loss or damage.
 - Loss or damage to swimming pools, tennis courts, patios, terraces, footpaths, drives, walls, gates, fences and bridges unless the foundations beneath the external walls of the **home** are damaged by the same cause and at the same time.
 - Loss or damage caused by the coast or a river bank being worn away.
 - Loss or damage arising from faulty workmanship or the use of defective materials.
 - Loss or damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **home** are damaged by the same cause and at the same time.
 - Loss or damage whilst the **buildings** are undergoing any demolition, alteration or repairs.

What is Covered

B Accidental Damage to Glass

Accidental breakage of glass, solar panels, sanitary ware and ceramic hobs forming part of the **home**.

C Accidental Damage to Underground Services

Accidental damage to underground services to the **home** for which **you** are legally responsible.

D Temporary Accommodation and Loss of Rent

While the **buildings** remain uninhabitable as a result of loss or damage insured by this section **we** will pay up to 30% of the sum insured on such **buildings** for:

- a the costs necessarily incurred for temporary comparable accommodation;
- b loss of rent receivable or payable by **you** for which **you** are liable:
during the period necessary to restore the **buildings** to a habitable condition or up to the date of settlement where a monetary payment in lieu of repair/restoration is agreed.

E Additional Costs

Additional costs incurred, following loss or damage insured by this section of the Policy, for:

- a any extra cost in reinstating the **building** to comply with government/local authority requirements.
- b removal of debris, dismantling or demolishing, shoring up or propping.
- c architects, surveyors, legal and other fees necessarily incurred in the reinstatement of the **building**.

F Land Agents Fees

Land Agents fees necessarily incurred in the reinstatement of the **building** damaged for up to 10% of its sum insured per incident.

G Water Meter Charges

Increased meter water charges following accidental escape of water from the building to a maximum of £750 per incident.

H Moving Home

If **you** are selling **your home**, the purchaser will have the benefit of this Policy between exchange of contracts and completion provided that the **home** is not insured under another Policy.

Exclusions

B Loss or damage whilst the **home** is **unoccupied**.

- E
- costs to comply with requirements notified prior to the loss.
 - fees incurred in the preparation of a claim or an estimate of loss

- G
- The Loss or damage whilst the **home** is **unoccupied**.
 - Any amount in excess of £750 per incident

Optional Cover

This Section of the Policy is only included if shown in **your Schedule**

I Accidental Damage to the Buildings.

Exclusions

- I • Normal settlement of newly made up ground or shrinkage of the **buildings**.
- Normal settlement or shrinkage of the **buildings**.
- Wear, tear, gradual deterioration or maintenance.
- Electrical or mechanical breakdown or defect.
- Damage caused by frost or other atmospheric or climatic conditions.
- Damage caused by mildew, rot, rust, corrosion, insects, vermin, or woodworm or domestic pets.
- Damage whilst the **home** is **unoccupied**.
- Damage which is specifically excluded by any cover listed elsewhere in the **buildings** cover.

Basis of Claims Settlement

This part of the Policy sets out the basis of claims settlement.

- 1 Provided that at the time of the loss or damage the sum insured is not less than the **full rebuilding cost** and the **buildings** are in a good state of repair, **we** will pay the cost of any necessary replacement, reinstatement or repair to the **buildings** excluding any reduction in market value resulting from the repair or replacement of damaged parts.
- 2 If the **buildings** are not reinstated/repared or if the **buildings** are not in a good state of repair **we** will pay:
 - a the cost of repairing the damage or reinstating the **buildings**, less a deduction for betterment and/or wear and tear, or
 - b the reduction in market value caused by the loss or damage.
- 3 Maximum Payable
The maximum amount payable by **us** in respect of any one claim for loss or damage to the **buildings** is:
 - a the sum insured stated in the **Schedule** (subject to any limits stated otherwise in this Policy or **your Schedule**), plus
 - b the additional cover provided under paragraphs, D, E(a) & F.
- 4 Underinsurance (application of average)
If **your** sum insured is less than the **full rebuilding cost** **we** will only pay the same proportion of the loss or damage as **your** sum insured bears to the **full rebuilding cost**.
For example, if **your** sum insured represents only half of the **full rebuilding cost** **we** will only pay for half of the loss or damage.
- 5 The sum insured shall not be reduced by the amount of any claim.
- 6 Disposal of damaged items
Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.
- 7 Pairs and sets
We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite, or other article of a uniform nature, colour or design, where the remaining item or items are still usable and the loss or damage occurs:
 - a within a clearly identifiable area or to a specific part, and
 - b replacements cannot be matched.

Section 2 – Home Owner’s Liability

This part of the Policy sets out the cover **we** provide for certain liabilities which may be incurred.

What is Covered

A Up to £1,000,000 for any one cause, plus defence costs and expenses incurred by you with our consent to indemnify you against legal liability for:

- a accidental death, bodily injury, illness or disease to any person.
- b accidental damage to property, occurring whilst this Policy is in force and incurred
 - i as **owner** (not **occupier**) of the **home** and its **land**.
 - ii in connection with any other private residence formally owned and occupied by **you** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) order 1975 provided that no other insurance covers the liability. If this Policy expires or is cancelled, cover under this paragraph b) ii. shall continue for the period of 7 years in respect of the **home**.

B Additional Cover Provided

We will indemnify **you** as **owner** (not **occupier**) of the **home** and its **land** against liability in respect of either accidental death, bodily injury, illness or disease to any person or accidental damage to property caused solely by **pollution** which results from a sudden identifiable and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance**, provided that:

- a all **pollution** which arises out of any one incident shall be deemed to have incurred at the time such incident takes place.
- b **We** shall not indemnify **you** under this extension against any liability in respect of **pollution** happening anywhere in the United States of America or Canada.
- c nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under this section of the Policy.

Exclusions

- A
- Liability arising from damage to property which belongs to **you, your family** or **domestic staff**.
 - Liability in respect of any profession, business or employment of **you** or **your family**.
 - Accidental death, bodily injury, illness or disease to any other person employed by **you**.
 - The **ownership** or use of motor vehicles (other than domestic gardening machines) or lifts.
 - Any agreement or contract unless liability would have attached anyway.
 - Liability in respect of **pollution**.

General Conditions

As part of **your** contract with **us**, **you** and **your family** must meet the Policy Conditions. **We** explain these here. If **you** have chosen Legal Expenses cover, **you** can find details of other Conditions which apply to that cover on page 20. If **you** do not meet these conditions, **we** may reject a claim or reduce a claim payment. In some circumstances **your** Policy may not be valid.

Taking care

Your family must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything covered by this insurance, and to keep all the property insured in good condition and in good repair.

Transferring your interest in the Policy

You cannot transfer **your** interest in this Policy to anyone else without **our** written permission.

Cancelling the Policy

If **you** wish to cancel **your** Policy, please write to **us** or call **us**. **You** can find **our** contact details on **your** policy documentation.

If **you** cancel the Policy, **you** may be entitled to a refund of the premium as long as **you** have not made a claim during the current **period of insurance**.

Cancellation by you within the first 14 days

If **you** cancel the Policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium as long as **you** have not made a claim during the current **period of insurance**.

Cancellation by you after the first 14 days

If **you** cancel the Policy more than 14 days after the date **you** receive **your** policy documents, **we** will refund premiums **you** have already paid for the remainder of the current **period of insurance**, as long as no claim has been made during this period.

Where we cancel your policy

We may cancel **your** Policy for the reasons explained above in the Changes in Circumstances condition on page 4 and the Fraud condition on page 14.

We may also cancel **your** Policy if **we** identify serious grounds for doing so, including but not limited to:

- failure to provide **us** with information **we** have requested that is directly relevant to **your** cover or any claim
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property
- the use of foul or abusive language, or
- nuisance or disruptive behavior.

In these circumstances **we** would contact **you** at **your** last known address and try to resolve the matter with **you**. If a solution cannot be agreed, **we** may cancel **your** Policy by giving **you** 14 days' notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

If **we** cancel **your** Policy **we** may refund premiums already paid for the remainder of the current **period of insurance**, as long as no claim has been made during this period.

If **we** have agreed that **you** can pay in monthly instalments but **you** do not make the payments set out in **your** Schedule of Payments **we** may cancel **your** Policy and **you** will not be insured by **us**. If this happens **we** will write to **you** at **your** last known address, giving **you** at least 14 days' notice.

Cancelling monthly payment instalments

Your Policy has a normal **period of insurance** of 12 months and **your** legal contract with **us** is for this period, but **you** may be paying the total price of **your** Policy in monthly instalments.

If **you** want to stop paying monthly, but continue with **your** Policy, **you** will need to call **our** Customer Services number shown in **your** Policy Schedule. **We** can then tell **you** what **you** will have to pay for the rest of the **period of insurance** and by when.

If this amount is not paid by that date, all cover under **your** Policy will be cancelled from that date. If **you** have made a claim, or one has been made against **you**, before that date and during the current **period of insurance**, **you** would need to pay the full balance of the full annual premium.

If **you** do not make the payments set out in **your** Schedule of Payments **we** may cancel **your** Policy and **you** will not be insured by **us**. If this happens **we** will write to **you** at **your** last known address, giving **you** at least 14 days' notice.

Inflation protection - index linking

We will increase the Sums Insured shown in the **Schedule** each month by the latest percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index. If **your** Sums Insured increase because of index-linking, **we** will not make any extra charges until **you** renew the Policy. **Your** new premium will be based on the new Sums Insured shown in the **Schedule**.

Financial Sanctions

We won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **period of insurance**, **we** may cancel this Policy immediately by giving **you** written notice at **your** last known address.

General Exclusions

The following **exclusions** apply to all the types of cover available with **your** Policy.

Excess

The amount of any **excess** shown in **your Schedule**.

Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by, or contributed to, by:

- a ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel,
- b the radioactive, toxic, explosive or other hazardous properties of nuclear machinery or any part of it.

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by any flying object travelling at or above the speed of sound.

Failure of Computers and Electrical Equipment

Damage or loss directly or indirectly due to:

- any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date, or
- computer viruses, or
- cyberattack.

Existing or Deliberate Damage or Illegal Activities

Any loss, damage, liability, cost or expense of any kind:

- occurring, or arising from an event occurring before the **period of insurance** starts, or
- caused deliberately by **your family**, or
- caused as a result of the buildings being used for illegal activity by **your family**.

Pollution and Contamination

Any claim or expense of any kind directly or indirectly caused by pollution or contamination, or arising from it. That is unless it was caused by a sudden unexpected incident or oil or water escaping from a fixed oil or fixed water installation, which occurred during any **period of insurance** and was not the result of an intentional act.

We class all pollution or contamination which arises from one incident as having occurred at the same time as that incident took place.

Claims Conditions

These are the claims conditions that **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not meet them **we** may reduce the payment or not pay the claim. **We** explain the conditions in this section.

If anything happens which might lead to a claim, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage. It's best to then tell **us** about a claim as soon as **you** can, but in some cases there are other people **you** must contact first.

What you need to do

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism, tell the police as soon as **you** realise. Ask them for a crime reference number then tell **us** as soon as **you** can. In the case of riot, tell **us** immediately.

For all other claims, tell **us** as soon as **you** can.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can. If **you** or **your family** receive a claim form, application notice, legal document or other correspondence from another party about an injury or any damage covered by **your** Policy, send it to **us** straightaway without answering it.

Rights and Responsibilities

We may need to get into a damaged building to salvage anything **we** can and to make sure no more damage occurs. **You** must give **us**, or **our** appointed representative, access to the property or allow it to be inspected. But **you** mustn't abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim that **you** have made or intend to make under this Policy without **our** written permission. If **we** choose, **we** have the right (in **your** name but at **our** expense) to:

- take over the defence or settlement of any claim
- start legal action to get compensation from anyone else
- start legal action to get back any payments already made to anyone else.

You must give **us** any information and assistance **we** require. And if **we** ask **you** to, **you** must help **us** to take legal action against anyone or help **us** to defend any legal action.

Fraud

If **your family**, or anyone acting on behalf **you** or **your family**, uses dishonesty, exaggeration or false documentation to obtain or support:

- a claims payment under **your** Policy, or
- cover for which **you** do not qualify, or
- cover at a reduced premium

all benefits under this Policy will be lost, the Policy may be invalid, **you** may not be entitled to have **your** premium refunded, and legal action may be taken against **you**.

Other Insurance

If **you** claim under this Policy for something which is also covered by another insurance policy, **you** must give **us** full details of the other insurance policy. **We** will only pay **our** share of any claim.

Section 3 - Legal Expenses (optional)

This Section of the Policy is only included if shown in **your Schedule**.

Words with Special Meanings

Words with special meanings are printed in bold and will have the meanings shown for those words (as set out on pages 5 and 6). However, the words that are set out below have meanings that only apply to this section of the Policy.

| Word | Meaning |
|------------------------------|--|
| Any one claim | All legal proceedings, including appeals, arising from or relating to the same original cause or event. |
| Court | A court or other appropriate authority. |
| Equipment | Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer. |
| Full Enquiry | Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 of their intention to conduct a Special Compliance Office Investigation or a Local Tax Office Enquiry which involves an extensive examination considering all aspects of your tax affairs. |
| Goods | Items you own or for which you are legally responsible, except motorised vehicles or parts of them, land, buildings , or items used for business purposes. |
| Household | Your husband, wife or partner, children and relatives, who normally live with you . |
| Insurer | Royal & Sun Alliance Insurance plc. |
| Legal Expenses | Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an out-of-court settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay. |
| Legal Proceedings | A legal action in a civil court to protect your rights in a dispute. |
| Money-making activity | Any activity undertaken or agreement or relationship entered into by you with a view to obtaining any profit or remuneration or financial reward For example: <ul style="list-style-type: none">• your business, trade or profession;• any personal venture for gain;• any share in a partnership or a joint venture for gain;• any investment which is not listed on a recognised national or international stock exchange;• any investment which constitutes your main source of income. |
| Partner | A person who you live with and have had a continuous relationship with for at least six months. |
| Representative | The solicitor or other suitably qualified person appointed to act for you . |
| Territorial Limits | In respect of A. Personal Injury/Personal Goods and B. Consumer Protection: Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, countries in the European Union, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and Islands in the Mediterranean. In respect of all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. |
| We, Us, Our | FirstAssist Legal Protection, a third party provider approved by Royal & Sun Alliance Insurance plc., which handles claims on behalf of the Insurer . You can contact FirstAssist at: T: 01455 255 121 E: personal.claims@firstassistlegal.co.uk |
| You, Your | The person(s) named as policyholder on your Schedule and the members of your household as explained elsewhere in this section. |

Glossary of Legal Terms

The following is a glossary of some legal terms used in this section.

| Word | Meaning |
|-----------------------|--|
| Arbitration | A meeting held in private to settle a dispute about the Policy. This is less formal than a court hearing. |
| Disbursements | Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill. |
| Expert Witness | A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court . |

What is Covered

The following cover is provided for **legal expenses** of up to £40,000 in total for **any one claim**. The cause of action must happen within the **territorial limits** and during the **period of insurance**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising (unless in the sole opinion of the **Insurer** extenuating circumstances occurred which prevented **you** doing so). **We** must have given **our** agreement to support **your** claim.

A Personal Injury/Personal Goods

What is covered under Part A

- 1 The cost of **your** taking **legal proceedings** against another party as a result of:
 - i an event which causes **your** death, or bodily injury to **you**.
 - ii an event which causes loss of or damage to **your goods**.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy.
- Any claim arising from or relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- Defending civil **legal proceedings** that are connected with:
 - i death, disease or illness of or bodily injury to anyone.
 - ii loss or destruction of or damage to any property (this includes property which cannot be used because of the loss, destruction or damage).
- Any claim to do with a motor vehicle, its parts or accessories, except a claim against another party for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle.
- An event causing loss of or damage to **your goods** and which is to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common home improvements such as installing double-glazing, replacement kitchens or bathrooms.

B Consumer Protection

What is covered under Part B

- 1 The cost of **your** taking or defending a legal action as a result of a dispute over a contract for buying, selling or renting goods or services.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy.
- Any matter connected with a **money-making activity**.
- Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common home improvements such as installing double-glazing replacement kitchens or bathrooms.

C Residential

What is covered under Part C

- 1 The cost of **your** taking **legal proceedings** against another party as a result of:
 - i an infringement of **your** legal rights relating to **your home**. **You** must be legally entitled to live in the **home**.
 - ii an event which causes loss of or damage to **your home**.
- 2 The cost of **your** defence of a legal action brought against **you** as a result of **your** alleged infringement of another person's legal rights which arises out of **your ownership** or occupation of **your home**. **You** must be legally entitled to live in the **home**.

D Employment

What is covered under Part D

- 1 The cost of **your** bringing a legal claim in a dispute:
 - a relating to **your** employment as a member of the Armed Forces; or
 - b arising from **your** contract of employment; provided that as soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**.
- 2 The cost of **your** defence of a legal action brought against **you** as a result of a prosecution which results from **your** normal duties as an employee (including civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these).

- Anything to do with a motor vehicle, its parts or accessories.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy.
- An infringement which occurs less than 90 days after the Insurance first started.
- Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
- Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common home improvements such as installing double-glazing, replacement kitchens or bathrooms.
- Any matter connected with a **money- making activity**.
- Any dispute about someone lawfully taking **your home** from **you** or placing restrictions or controls on it.
- **Legal proceedings** between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.
- Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy.
- A dispute relating to **your** employment as a member of the Armed Forces or with **your** employer or a legal action brought against **you** less than 90 days after the insurance first started.
- Any claim relating to personal injury.
- Any matter connected with a **money- making activity** other than a dispute with **your** employer over **your** contract of employment or **your** employment in the Armed Forces.
- Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.

E Tax

What is covered under Part E

- 1 The cost of **your representative** acting on **your** behalf in a **full enquiry** by the Inland Revenue into **your** income and records to establish the amount of tax **you** have to pay under: Section 19, Schedule E of the Taxes Act 1988 on;
 - **Your** wages or salary.
 - **Your** pension.

F Jury Service

What is covered under Part F

- 1 **Your** loss of income, salary or wages as a result of **your** obligation to attend court for jury service in so far as it is not recoverable from the relevant **court** or **your** employer.
- 2 **Your** loss will be calculated on the basis that one day's income, salary or wages equals 1/250th of **your** yearly income salary or wages. If **you** work on a part-time basis, **we** will pay **you** the sum that reflects the proportion of a full working week normally worked by **you**.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy.
- Any tax, interest or penalties **you** may have to pay to the Inland Revenue.
- Any case where **you** or **your** tax advisor have not taken every reasonable care to comply with tax legislation.
- Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the statutory deadline.
- An enquiry by the Inland Revenue which is only concerned with one or more specific aspects of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.
- Any change in an Inland Revenue Investigation or Enquiry when it becomes clear that they suspect serious fraud.
- Any enquiry to do with income **you** have earned as a self-employed person.
- Any matter connected with a **money-making activity** (other than **your** contract of employment) or a personal liability including:
 - a **Your** business, trade or profession.
 - b a personal venture for gain.
 - c a share in a partnership or a joint venture for gain.
 - d an investment.
 - e any personal guarantee or indemnity.
- Any money which the **insurer** has already paid if **you** later withdraw without **our** consent from the defence of a **full enquiry** by the Inland Revenue.
- Any money which has to be paid because of **your** withdrawal without **our** consent from the defence of a **full enquiry** by the Inland Revenue.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Exclusions

- Anything which is excluded on page 19 of the Legal Expenses section or on page 13 of the general section of the Policy
- Any loss of income salary or wages that relates to a period of jury service that started before **you** took out this Insurance.

Legal Expenses – General Exclusions

These **exclusions** apply to the whole of the Legal Expenses section

The **exclusions** below apply to all the covers which the **insurer** provides under this Legal Expenses section. **You** should also refer to the specific **exclusions** shown under each part of the Legal Expenses section on pages 16 to 18 and to the general Policy **exclusions** shown on page 13 of this Policy.

What is not covered

- 1 Any claim where there is not a reasonable chance of **your** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened, started or existed before **you** took out this Insurance.
- 3 An event which **you** report to **us** more than 6 months after it happened unless in the sole opinion of the **insurer** extenuating circumstances occurred which prevented **you** doing so.
- 4 Any **legal expenses** incurred before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any claim where the amount in dispute is less than £250.
- 7 Any event which is to do with letting, sub-letting or allowing another person to occupy **your home**.
- 8 Any **legal expenses** **you** could claim under any other insurance.
- 9 Any claim involving an allegation of dishonesty or violent behaviour against **you**.
- 10 Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
- 11 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 12 Any application for judicial review.
- 13 Defending civil **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone.
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company.
 - the loss or destruction of or damage to any property (this includes property which cannot be used because of the loss, destruction or damage).
- 14 Any **legal proceedings** between any members of **your family**. This does not apply to accidents involving motor vehicles.
- 15 Any **legal proceedings** between **you** and **your** husband, wife or **partner**, or former husband, wife or **partner**. This includes **legal proceedings** related to custody, access or maintenance.
- 16 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 17 Any **legal proceedings** arising directly or indirectly from:
 - i equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all.
 - ii computer viruses, including any program or software which prevents any operating- system, computer program or software working properly or at all. This does not apply to any claim relating to compensation for bodily injury.
- 18 Any dispute with **us** or the **insurer** that is not dealt with under the Arbitration condition on page 20.

Legal Expenses – General Conditions

These conditions apply to the whole of the Legal Expenses section

Pages 11 to 12 set out the Policy conditions **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

1 Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the costs as low as possible.

2 Arbitration

If there is a dispute between **you** and either **us** or the **insurer** about this section of the Policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister whom **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate territorial limits) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally on the favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the Policy will not cover these costs.

You can still use the Complaints Procedure shown on pages 2 and 3.

Legal Expenses - Claims Settlement Conditions

These conditions apply when **you** make a legal expenses claim. **You** must keep to these conditions as **your** part of the legal expenses contract.

1 Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible in writing by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may require. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representative** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within 6 months of the cause of action arising. If however, in the sole opinion of the **insurer**, there were extenuating circumstances preventing **you** from reporting the claim within 6 months, the claim will be considered. **You** must provide full details of the circumstances to the **insurer** and obtain their written agreement, prior to proceeding with the claim.

2 Giving our agreement

We will give **you our** agreement if all the following apply:

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome. The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisors. **We** may require at the insured's expense, an opinion of counsel on the merits of legal proceedings. If the claim is subsequently admitted the costs of such opinions will be covered under the Policy.
 - The **legal proceedings** arise from a cause of action which is covered by this Insurance. This cause of action must happen within the **territorial limits** and during the **period of insurance**.
 - The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
 - **You** have kept to the terms and conditions of the Policy and none of the **exclusions** listed on pages 13 and 16 to 19 apply to **your** claim.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where **you** have chosen **your** own **representative** any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisors.

We may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why. If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

3 Choosing a representative

In the period before **court** papers need to be issued (or have been received) **we** may refer **your** case to a suitably qualified **representative** to act on **your** behalf.

At the point where **court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

You will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your** claim.

Where **we** agree to the appointment of a **representative** of **your** choice, **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us** or that **you** will pay any difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**. **We** will not pay **your** choice of **representative** more than **we** would pay **our** own choice of **representative**.

In selecting the **representative** **you** shall have a duty to minimise the cost of **legal proceedings**. If **your** choice of **representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative** **you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 20.

4 Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without having **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the insurer has paid or is due to pay.

If the **insurer** pays **legal expenses** up to the Policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as was paid.

5 Information your representative will need from you

You must give **your representative** all the information and help he or she may need, including a truthful account of the facts of **your** case and any paperwork to do with **your** case.

You owe the same obligations to **us** as to **your representative**.

6 What you and your representative must do for us

We must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files, including the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or expert witness, and the reasons why **you** need one.

7 Appealing against a court's decision

If **you** want to appeal against a court's decision, **we** will give **you** **our** agreement if all of the following apply:

- **You** must tell **us** that **you** wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- The appeal arises from legal proceedings to which **we** have already given **our** agreement under the terms of Claims Settlement Condition 2.
- **Your** appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for legal expenses.
- **We** think **you** have a reasonable chance of winning the appeal and achieving a reasonable outcome.
- **You** must give **us** **your** reasons for bringing the appeal.
- **We** must agree to support the appeal.

8 What action we may take

We may take over in **your** name all legal action in any of the following circumstances:

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the Small Claims Court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your** representative thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the court to tax **your** legal expenses, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1994.

If **you** withdraw from the defence of a **full enquiry** by the Inland Revenue without **our** consent, **we** will be entitled to recover from **you** any sums paid during the course of the defence of the in-depth investigation by the **insurer**.

Personal Legal and Tax Advice Telephone Helpline

This Helpline is only available if Legal Expenses cover is included in **your** policy **Schedule**. Call the Personal Legal and Tax Advice Helpline on **01455 255121**.

Please have **your** policy number ready, and quote the PAX Insurance reference shown on **your Schedule** when contacting the Personal Legal and Tax Advice helpline.

Our personal legal and tax service provides legal advice on any personal legal or tax problems. **Our** specialist teams of experts are on call 24 hours a day, 7 days a week, ready to provide **you** with practical advice over the phone.

The service provides legal advice on the laws of the **United Kingdom**, Channel Islands, countries in the European Union, Switzerland and Norway.

Important Exceptions

Please do not ask for help from a lawyer or anyone else before **we** have agreed. If **you** do **we** will not pay the costs involved.

Standard Endorsements

Your Schedule tells **you** which **endorsements** apply.

The following relate to aspects which are fundamental to this Policy. **You** must comply with the conditions in every respect and at all times. If **you** do not comply a claim payment may not be made in the event of loss or damage to **your** property:

1 Other Interest

We note the interest under this Policy of the party whose name appears alongside this **endorsement** number in the **Schedule**.

2 Restricted Perils

Cover by Section 1 (**buildings**) is limited to loss or damage caused by or resulting from fire, lightning, explosion, earthquake or collision or impact involving aircraft or other aerial devices dropped from them.

3 Unoccupancy Condition – Operational Deployment and Temporary Untenanted (7 Day Inspection).

It is agreed that in the event that the **home** becomes temporarily **unoccupied** as a result of an operational deployment involving the **policyholder** or between lettings, the **exclusions** relating to **unoccupied homes** contained within paragraphs A8, A10 and A12 of Section 1 are deleted and replaced by the following:-

A **We will not be liable for loss or damage unless,**

- i the **home** is inspected internally and externally once every 7 days by a responsible adult and,
- ii the water gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain at a minimum temperature of 50°F (10°C) at all times.

B **The excess amount shown in the Schedule is increased to £250.**

4 Unoccupancy Condition – Operational Deployment and Temporary Untenanted (14 Day Inspection).

It is agreed that in the event that the **home** becomes temporarily **unoccupied** as a result of an operational deployment involving the **policyholder** or between lettings the **exclusions** relating to **unoccupied homes** contained within paragraphs A8, A10 and A12 of Section 1 are deleted and replaced by the following:

A **We will not be liable for loss or damage unless:**

- i the **home** is inspected internally and externally once every 14 days by a responsible adult and,
- ii the water gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain at a minimum temperature of 50°F (10°C) at all times.

B **The excess amount shown in the Schedule is increased to £500.**

5 Unoccupancy Condition (Inspection and Services)

We will not pay for any loss or damage in respect of any **unoccupied home** unless:

- a the **home** is inspected internally and externally once every 7 days by a responsible adult and,
- b the water gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain at a minimum temperature of 50°F (10°C) at all times.

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with other companies including PAX Insurance.

Why do we collect and use your personal information?

We need your personal information in order to write and administer this Policy, including any claims arising from it and for other purposes described in our Privacy Notice.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, details of assets, claims history and more sensitive information such as health and criminal convictions), where this is relevant to the risk we are insuring or services we are providing or to a claim that is being reported.

We are part of a global group and information may be shared with our group companies in other countries as required to provide coverage under this Policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, please refer to our Privacy Notice, which is available at: <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

A paper copy of this is also available by contacting us at:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA



PAX Kit & Home Contents Insurance is underwritten by Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number 202323

PAX Insurance is part of Aon UK Limited which is authorised and regulated by the Financial Conduct Authority. FCA reference number 310451. A member of SIAP.

Registered Office: The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.

Registered No. 210725. VAT Registration No. 480 8401 48. FCA registration No. 310451. This can be checked by visiting the FS Register (<https://register.fca.org.uk>).

For your protection, telephone calls will be recorded and may be monitored

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