



Kit & Home Contents Insurance

Policy Document

Insurance trusted by the forces



Thank you for choosing our Kit & Home Contents Insurance.

This is your insurance policy which explains your insurance protection in detail.

Please read it carefully and keep it in a safe place.

Useful Telephone Numbers

Claims

To make a claim, please contact:

Direct Property Services

P.O.BOX 800

Halifax HX1 9ET

Telephone: **0344 412 4262**

Fax: **0344 412 4240**

Email: **propertyservices@directgroup.co.uk**

For your protection calls may be recorded or monitored.

Policy Enquiries and Adjustments

Customer Services, Policy Enquiries, Policy Adjustments **0800 212480**

If calling from abroad **0044 1737 503 153**

24 hour Domestic Assistance Helpline **0345 0780789**

Please have **your** Policy number ready, and quote the PAX Insurance reference RKK345678 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.

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** and **your family** 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 reasonably 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

This information will enable **us** to make an initial evaluation on policy liability and claim value.

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.

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.

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.

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.

If **you** lose a **Credit card** contact **your** Credit card company immediately and tell **us** as soon as **you** can.

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.

No Claims Discount

This part of the Policy explains how No claim discount works. If **you** are entitled to a No Claims Discount the premium in **your schedule** has automatically been updated to include this discount.

If no incident occurs during the insurance period which results in a claim under the Military Kit, Personal Possessions, Home Contents or Pedal Cycles sections, **your** No claim discount will increase in line with **our** scale at the renewal of the Policy.

For each incident that occurs during the insurance period which results in a claim under the Military Kit, Personal Possessions, Home Contents or Pedal Cycles sections, **your** No claim discount may be reduced in line with **our** scale at the renewal of the Policy.

You cannot transfer **your** No claim discount to anyone else.

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
- Purchase dates, location and cost of lost or damaged items
- For damaged items, confirmation by 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 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, Wymondham, 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.

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 which are shown in the Schedule the insurance described in the Policy during any **period of insurance**. The Conditions which appear in the Policy or in any **endorsement** are part of the contract and must be complied with.

Your part of the contract is

- **You** must pay the premium as shown in your schedule for each insurance period
- **You** must comply with all the conditions set out in this Policy

This insurance does not give rights to any person other than **you** (the Insured person) unless **we** say differently elsewhere in this Policy.

We have tried to make this Policy as easy to read as possible. **We** have listed words with specific meanings on pages 6, 7 and 8. 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 pages 19 and 20.

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

Remember to keep **your** sums insured (which are shown in **your** Schedule) up to date.

Remember to keep **your** sums insured up to date when **you** buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings works of art and collections often change in value. These changes are not reflected in the indices used for inflation protection and **you** should make certain that these items are insured for the correct amount at all times.

PAX Kit and 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 ("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 **Your** 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 Increases to Sums Insured if **you** purchase or acquire additional possessions.
- 5 Marriage, divorce or separation.
- 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 - ie 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 of premium.

We will send **you** a new Schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

The Insurance Guarantee

Through our brand, 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.

Business Equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines (excluding laptops), owned by **you** or **your family**.

Business Equipment does not include business stock or business money or credit cards and no cover is provided for -

- The cost of replacing paper records, except for their value as stationery
- Any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software

Contents

Household goods and **personal possessions** belonging to, or the responsibility of **your family** or domestic employees who live with **you**. Contents does not include the following:

- Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.
- **Money, credit cards and securities.**
- Landlords fixtures and fittings.
- Living creatures.
- Anything used for any trade or business purposes.
- Contact lenses.
- **Pedal cycles.**
- Any items for which special Insurance cover has been arranged by or on behalf of **your family**.
- Laptop Computers/Tablet PCs/Notebook Computers.

Contents in the Open

Contents outside **your home** on land belonging to **your home**.

Credit Cards

Credit, debit, charge, cheque, bankers or cash dispenser cards issued to **you** or **your family**.

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).

Heave

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

Home

Your private dwelling, married quarter or service accommodation, together with its garage(s) and outbuilding(s), situated within the Territorial Limits specified in the Schedule.

House

Where **your family** live at the RISK ADDRESS shown in the Schedule.

Household Linen

Towels, bed and table linen.

Landslip

Downward movement of sloping ground.

MoD

Ministry of Defence.

Money

Current legal tender, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, premium bonds, tickets, gift tokens or vouchers, postal and money orders.

Money does not include:

- Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection.
- Money used or held for any trade, professional or business purposes

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**.

Pedal Cycle

Any pedal cycle (or parts or accessories) which is not motorised and which **your family** own or are responsible for.

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.

Personal Possessions

Jewellery, watches, camping equipment, musical instruments, clothing and personal items which **your family** normally wear or carry and which are owned by **your family** or **your family's** responsibility under contract. Including household goods and domestic equipment provided that **you** normally live in a barrack block or similar shared Service accommodation.

Personal Possessions does not include the following:

- Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), pedal cycles, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.
- Laptop Computers/Tablet PCs/Notebook Computers not specified in your Schedule.
- Living creatures.
- **Money, credit cards and securities.**
- Property used for any trade or business purposes.
- Contact lenses (Unless specified in **your** insurance Schedule)
- Any items for which specific Insurance cover has been arranged by or on behalf of any of **your family**.

Policyholder(s)

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

Securities

Any document or certificate which is proof of **money** owed to any of **your family**.

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

Valuable(s)

Jewellery, watches, clocks, cameras, camcorders, articles made of or containing precious metals or stones, pictures, works of art and collections.

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 – Military Kit

This part of the Policy sets out the cover **we** provide for.

1 Service uniforms, kit and equipment owned by or issued to you.

What is Covered

1 Service uniforms, kit and equipment

Loss or damage occurring anywhere in the world to:

- a Service uniforms owned by or issued to **you**;
- b Service kit and equipment owned by or on permanent issue to **you**;
- c Service kit and equipment on temporary issue to **you** for **your** own use only.

Exclusions

- Loss or damage caused by deception unless the deception was someone tricking their way into **your home**.
- Any amount exceeding the Sum(s) Insured stated in the Schedule.

For March Out/Out Muster cover please see Section 6 – Legal Liabilities on page 16.

Section 2 – Personal Possessions

This part of the Policy sets out the cover **we** provide for **your personal possessions**, laptop computers/tablet PCs/notebook computers, downloaded information and unauthorised calls, **money, credit cards**, medals and decorations.

What is Covered

Loss of or damage to the following occurring anywhere in the world:

- 1 **Personal Possessions** (including household goods and domestic equipment, provided that **you** normally live in MoD single living accommodation barrack block or similar shared service accommodation).
- 2 **Laptop Computers/Tablet PCs/Notebook Computers** - cover for loss or damage to Laptop Computers/Tablet PCs/Notebook Computers specified in **your** Schedule belonging to **your** family anywhere in the world.
- 3 **Downloaded Information and Unauthorised Calls** - cover for up to £150 (including VAT) any one claim for the cost of
 - a replacing information that **you** have bought and stored on **your** computer, mobile phone or other portable information device;
 - b unauthorised calls made on **your** mobile phone following loss or theft.

Exclusions

- Any amount exceeding:
 - a £2,500 for any one item (unless specified in the Schedule);
 - b the Sum Insured stated in the Schedule.
- Loss or damage caused by deception unless the deception was someone tricking their way into **your home**.
- Loss or damage caused by water entering **your home** other than by storm or **flood**.
- Any Laptop Computers/Tablet PCs/Notebook Computers not specified in your Schedule
- The cost of any unauthorised calls unless the phone is lost or stolen and the loss/theft has been reported to the police and **your** airtime provider within 24 hours and an incident reference number obtained.
- Any amount over £150 (including VAT) per claim.
- Any data not commercially available at the time of the loss
- Any data illegally downloaded

What is Covered

4 Credit cards

5 Money

6 Medals and Military Decorations

Exclusions

- Any amount exceeding the Sum Insured stated in the Schedule.
 - Any **credit cards** held for trade or Business purposes.
 - Loss or damage which results from any Credit Card holder not following the card company's terms and conditions.
 - Losses due to mistakes with receipts, payments or accountancy.
 - Loss or damage caused by deception unless the deception was someone tricking their way into **your home**.
 - Illegal or unauthorised use of **credit cards** by any of **your family**.
-
- Any amount exceeding the Sum Insured stated in the Schedule.
 - Any **money** held or trade or business purposes.
 - Losses due to mistakes with receipts, payments or accountancy.
 - Loss or damage caused by deception unless the deception was someone tricking their way into **your home**.
-
- Any amount exceeding:
 - a the cost of replacement by the issuing authorities.
 - b £500 during any one **period of insurance**.

Section 3 – Home Contents

This part of the Policy sets out the cover **we** provide for the **contents** in **your home** if a Sum Insured is shown for Section 3 of the Schedule. The most **we** will pay for any one **valuable** is £2,500 unless specified in the Schedule.

What is Covered

Loss or damage caused to the **contents** in **your home** by the following:

- 1 **Fire, lightning, explosion, earthquake, smoke**
- 2 **Storm or flood**
- 3 **Water escaping from washing machines or dishwashers, fixed water or heating installations. Oil escaping from a fixed heating installation**
- 4 **Riot, civil commotion, strike or labour disturbance**
- 5 **Malicious people or vandals**

Exclusions

- Smoke damage attributable to any gradually operating cause.
- Loss or damage caused while the **house** has been left **unoccupied**.
- Damage to the appliance or system which the water or oil escapes from.
- Loss or damage caused by any of **your family** or by any other person who is staying in **your home**.
- Loss or damage whilst the **house** has been left **unoccupied** except where there is violent and forcible entry to or exit from the **home**.

What is Covered

- 6 **Theft or attempted theft**

- 7 **Subsidence and/or heave of the land on which your home stands, or land belonging to your home, or landslide**

- 8 **Falling trees or branches**

- 9 **Falling television or radio aerials, aerial fittings, aerial masts or satellite- receiving equipment**

- 10 **Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals**

- 11 **Alternative Accommodation**
If **your home** is made uninhabitable by any cause covered by Paragraphs 1-10 of this Section, **we** will pay the reasonable costs of similar short-term accommodation and reasonable costs of short term storage of furniture for **your family**.

- 12 **Accidental Damage to the Contents whilst in your home.**

Exclusions

- Loss or damage caused by any of **your family**.
- Loss or damage caused by deception unless the deception was someone tricking their way into **your home**.
- Loss or damage when anyone other than **your family** is staying in any part of **your home** except where there is violent and forcible entry to or exit from the **home**.
- Loss or damage whilst the **house** has been left **unoccupied**.

- Loss or damage caused by the coast or a river bank being worn away.
- Loss or damage caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.
- Loss or damage caused by structures bedding down or settlement of newly made up ground.
- Loss or damage caused by or from demolition, alteration or repair to **your home**.
- Loss or damage caused by or from poor or faulty design, workmanship or materials.
- Damage by sulphate reacting with any materials from which **your home** is built.

- Any costs **your family** would have to pay once **your home** can be lived in again.
- Any amount exceeding 30% of the Sum Insured for Section 3 Home Contents shown in the Schedule.
- Any **cost** you agree to pay without **our** written permission.
- Any costs arising from loss or damage by any cover listed elsewhere in the Home Contents section and which is specifically excluded under that cover.

- Clothing.
- Deterioration of food.
- Any amount exceeding £2,500 for any one **valuable** (unless specified in the Schedule).
- Damage caused by anyone other than **your family** staying in **your home**.
- Loss or damage caused whilst the **house** has been left **unoccupied**.
- Damage caused by domestic pets owned by **your family**.
- Damage by a cause listed in any other Paragraph in this Section which is specifically excluded in that Paragraph.
- Damage by water entering **your home** other than by storm or **flood**.

What is Covered

13 Metered Water and oil

Loss of:

- a metered water.
- b oil from a domestic heating installation following Accidental Damage to the domestic water or heating installation in **your home**.

14 Freezer Food

The cost of replacing food and of hiring another freezer temporarily if the temperature in **your** freezer rises or fails by an accidental change in temperature in **your** freezer.

15 Title Deeds

We will pay for the cost of preparing new title deeds to **your home** if they are lost or damaged by any cause covered by Paragraphs 1-10 of this Section when in the **home** or in a bank or building society.

16 Contents in the open

Loss or damage to **contents in the open** by any cause covered by Paragraphs 1-10 of this Section.

17 Contents temporarily away from the home

Loss or damage by any cause covered by Paragraphs 1-10 of this Section whilst the **contents** are temporarily away from **your home** in a bank, safe deposit, occupied private **house** or **MoD** building or in any other building where any of **your family** are living or carrying on any business but not whilst at university or college, (see "What is Covered" Paragraph 21, page 13).

18 Contents in Transit and Storage

Loss of or damage to **contents** owned by **your family** or for which **your family** are responsible:

- a whilst in transit from **your home** in the course of a posting, detachment or for removal to another **home** anywhere within the Territorial Limits specified in the Schedule for Section 3 Home Contents by professional remover or military transport authorities;
- b whilst in store in any furniture depository or military storage facility. Where this Policy is not in force for the full period of storage any claim will be adjusted proportionate to the period insured by this Policy.

19 Television, Radio or Satellite receiving equipment

Loss of or damage to television, radio or satellite-receiving equipment which is permanently fixed to the outside of **your home** and is professionally installed.

Exclusions

- Loss of water or oil by gradual leakage or vapourisation.
- Loss or damage while **your home** is **unoccupied**.
- Loss or damage by any cover listed in the Home Contents section and which is specifically excluded under that cover.
- Any amount exceeding £1,000 any one event or claim.

- Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to **your home**.

- Any amount exceeding £750 for any one claim.

- Any amount exceeding £500 for any one claim.
- Any exclusion in paragraphs 1 – 10 of this Section.

- Any amount exceeding 30% of the Sum Insured for Section 3 Home Contents shown in the Schedule.
- Any amount exceeding £2,500 for any one **valuable** (unless specified in the Schedule).
- Any exclusion in paragraphs 1 – 10 of this Section.

- Any amount exceeding £2,500 for any one **valuable** (unless specified in the Schedule).

- Loss or damage caused whilst the **house** has been left **unoccupied**.

What is Covered

20 Keys and locks

If **you** lose the keys to the outside doors of **your home** or to safes or alarms in **your home**, or there is accidental damage to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- a changing parts of the locks, or;
- b replacing the locks, if **we** choose.

21 Contents temporarily away from your home at university, college or boarding school

Loss or damage by any cause covered by Paragraphs 1-10 of this Section whilst the **contents** are temporarily away from **your home** in any building where any of **your family** are living or studying, whilst they are away from **your home** at university, college or boarding school.

22 Prams and wheelchairs

Prams, push chairs or wheelchairs belonging to **your family** are insured against loss or accidental damage anywhere within the Territorial Limits specified in the Schedule for Section 3 Home Contents.

23 Christmas seasonal increase

During the month of December the **home contents** Sum Insured specified in the Schedule is increased by £3,000 to cover gifts and extra food and drink bought in for the Christmas season.

24 Wedding gifts

During the period of one calendar month before and one calendar month after the wedding day of a member of **your family** the **home contents** Sum Insured specified in the Schedule is increased by £3,000 to cover wedding gifts.

25 Fatal accident

We will pay £5,000 if **you** die as a direct result of injury caused by:

- a fire, explosion, lightning or thieves, in the **home**;
- b an accident whilst traveling anywhere in the world as a farepaying passenger in any road or rail conveyance within 90 days of such injury occurring.

26 Unaccompanied Postings or detachment

Loss or damage to household goods and domestic equipment in **your** personal custody or control whilst **you** are serving away from **your home** anywhere in the world on an unaccompanied posting or detachment.

Exclusions

- Any amount exceeding 30% of the Sum Insured for Section 3 **home contents** shown in the Schedule.
- Loss or damage caused by theft or attempted theft except where there is violent and forcible entry to or exit from the building.
- Any exclusion in paragraphs 1 — 10 of this Section.
- Theft of accessories unless stolen with the pram, push chair or wheelchair.
- Any amount exceeding £500 for any one pram, push chair or wheelchair (unless specified in the Schedule).
- Loss or damage that can be recovered under another insurance.
- Any amount exceeding £2,500 for any one **valuable** (unless specified in the Schedule).
- Loss or damage that can be recovered under another insurance.
- Any amount exceeding £2,500 for any one **valuable** (unless specified in the Schedule).
- Any amount exceeding £1,000 for any one event.

What is Covered

27 Business Equipment

Loss or damage by any cause covered in paragraphs 1-10 of this Section and accidental damage to **business equipment** whilst in **your home** up to £5,000.

Exclusions

- Loss or damage by a cause listed in any other paragraph in this Section which is specifically excluded in the paragraph.
- Any amount exceeding £5,000 for any one claim.
- Any exclusion in paragraphs 1 – 10 of this Section.

Section 4 – Pedal Cycles

This part of the Policy sets out the cover **we** provide for **pedal cycles** in and away from **your home** if a Sum Insured is shown for Section 4 in the Schedule.

What is Covered

- 1 **Loss or damage to pedal cycles and accessories attached to them whilst in the possession of your family anywhere in the world.**

Exclusions

- Loss or damage whilst any **pedal cycle** is being used for racing.
- Loss or damage caused by mechanical or electrical derangement
- Loss or damage to any unattended **pedal cycle** unless:
 - a securely locked to a fixed object; or
 - b in a locked building.
- Loss or damage caused by deception unless the deception was caused by someone tricking their way in to **your home**.
- Any amount exceeding the Sum Insured stated in the Schedule.

Section 5 – Contact Lenses

This part of the Policy sets out the cover **we** provide for contact lenses in and away from **your home** if a Sum Insured is shown for Section 5 in the Schedule.

What is Covered

- 1 **Contact lenses belonging to your family anywhere in the world.**

Exclusions

- Loss or damage whilst the wearer is swimming or bathing.
- Any amount exceeding the Sum Insured stated in the Schedule.

The amount **we** will pay for loss of or damage to contact lenses is the cost of the original prescription up to the Sum Insured specified in Section 5 of the Schedule.

Basis of Claims Settlement

This part of the Policy sets out the basis of claims settlement for Sections numbered 1 to 5.

- Maximum amounts payable.
The most **we** will pay for:
 - a any one claim is the relevant Sum Insured shown in the Schedule or any lower limit specified elsewhere in the Policy.
 - b any one **valuable** is £2,500 unless specified in the Schedule.
- Replacement or repair costs.
We will pay the cost of replacement as new (or at **our** option replace as new) except for:
 - a **household linen** and civilian clothing where a deduction for wear and tear will be made and;
 - b items that can be economically repaired including **household Linen** and civilian clothing where **we** will pay the cost of the repair.
- Underinsurance.
If, at the time of any loss or damage, the total of the Sums Insured for Sections 1, 2, 3, 4 and 5 shown in the Schedule is less than the full cost of replacing all **your family's** property as new (less an amount **we** deduct for wear and tear on **household linen** and civilian clothing), **we** will only pay for the same proportion of the loss or damage as **your** Sum Insured bears to the full replacement cost of all **your** property. For example, if **your** Sum Insured only covers 80% of the cost of replacing all of **your** property, **we** will only pay 80% of **your** claim.
- Receipts and valuations.
To help **us** settle **your** claim as quickly as possible **you** should support the claim form with copies of purchase receipts and, for **valuable** items, a copy of the valuation for insurance purposes unless these have already been provided.
- Loss or damage to uniforms, kit, equipment and accommodation.
In circumstances where **you** have lost Service uniform, kit and/or equipment on permanent or temporary issue or property from married quarters or hiring please support **your** claim with the following:
 - a a copy of the receipted debit voucher where the debit voucher has been settled by cash or cheque.
 - b a copy of the debit voucher and a copy of the pay statement showing recovery of the charge where the debit voucher has been settled by deduction from **your** pay account.The maximum amount of any claim settlement resulting from loss of or damage to any Service uniform, kit or equipment issued to **you** will be the cost of replacement as new, or if lower, the extent of **your** personal liability to the **MoD**.
- Disposal of damaged items.
Do not dispose of damaged items until the claim has been settled as **we** may wish to inspect them.
- Pairs and sets.
We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet 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.

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

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

The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your** contents as new but not more than the sum insured or any limits shown in **your** schedule.

Section 6 – Legal Liabilities

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

What is Covered

1 Occupier's Personal and Employer's Liability

Your family are indemnified against liability at law for damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any **period of insurance** incurred:

- solely as **occupier** (not as **owner**) of the **home** and its land;
- solely in a personal capacity (not as **occupier** or **owner** of any building or land);
- as an employer to any of **your family's** domestic employees

The limit of cover for all damages and claimants' costs resulting from one original cause is £1,000,000 except where the claim is for accidental bodily injury to an employee under contract of service to **your family** and arises out of and in the course of such employment in which event it is £5,000,000.

We will also pay defence costs and expenses incurred with **our** written consent.

2 Reversal of Damages

In addition to the cover set out in Paragraph 1, **we** will pay damages awarded by any court in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the off-shore islands for accidental bodily injury or accidental damage to material property in circumstances which, had the position of **you** or any of **your family** and the responsible person been reversed, would have entitled **you** or any of **your family** to cover in the terms of Paragraph 1 of this Section, provided that:

- the judgement is not subject to an appeal pending.
- the judgement remains unsatisfied in whole or in part, three months after the date of the award.
- the bodily injury did not arise out of **your** or **your family's** employment, profession or business.

Exclusions

- Damage to property belonging to or held in trust by or in the custody or control of any of **your family**.
- Injury or damage arising out of the employment, profession or business of any of **your family**.
- Injury (except to an employee) or damage arising out of ownership, possession or use by, or, on behalf of, any of **your family** of motor vehicles, children's motor vehicles, go-karts, mechanically or electrically propelled or assisted vehicles (except garden machinery, stairlifts, children's motorcycles and pedestrian controlled vehicles used in or about the **home** and wheelchairs and powerchairs which are not registered to use on roads), lifts, trailers, caravans, aircraft, hovercraft boats (other than hand propelled boats, windsurfers sailboards or surfboards).
- Liability covered by any other policy.
- Liability arising from any of **your family** owning land or buildings.
- Liability assumed by agreement unless the liability would have existed without the agreement.
- Injury (including death, disease or illness) to any of **your family**.
- Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of **your family**.
- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Any defence costs and expenses **you** agree to pay without **our** written permission.
- Any wilful or malicious act by **your family**.
- Damage to property belonging to or held in trust by or in the custody or control of any of **your family**.
- Injury or damage arising out of the employment, profession or business of any of **your family**.
- Injury (except to an employee) or damage arising out of ownership, possession or use by, or, on behalf of, any of **your family** of motor vehicles, children's motor vehicles, go-karts, mechanically or electrically propelled or assisted vehicles (except garden machinery, stairlifts, children's motorcycles and pedestrian controlled vehicles used in or about the **home** and wheelchairs and powerchairs which are not registered to use on roads), lifts, trailers, caravans, aircraft, hovercraft boats (other than hand propelled boats, windsurfers sailboards or surfboards).
- Liability assumed by agreement unless the liability would have existed without the agreement.
- Injury (including death, disease or illness) to any of **your family**.

What is Covered

The maximum amount payable is the outstanding amount of the judgement up to £1,000,000. When a payment has been made, **we** shall be entitled at **our** own expense and for **our** own benefit to enforce any unsatisfied rights against the judgement debtor.

Paragraphs 1 and 2 of this Section include cover after the death of any of **your family** to their legal personal representatives in respect of liability incurred by or owed to any of **your family** and covered by the Policy provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

This part of the Policy sets out the cover **we** provide for responsibilities **you** have under a private rental agreement.

What is Covered

3 Tenant's Liability

Your legal responsibility under a private rental agreement for the following.

- Damage to **your home** caused by fire, storm or flood, freezing water in fixed heating systems, water leaking or overflowing from washing machines, dishwashers, fixed water or fixed heating systems, oil leaking or escaping from a fixed heating system, theft or attempted theft, falling aerials.
- Accidental damage to drains, pipes, cables and underground tanks used to provide services to or from **your home**.
- Accidental breakage of glass or sanitary ware fixed to and forming part of **your home**.

This part of the Policy sets out the cover **we** provide for responsibilities **you** have under any Service Regulation or MoD tenancy/occupation agreement. This Section is only operable if March Out/Out Muster cover is shown in **your** Schedule.

What is Covered

4 March Out/Out Muster

Your liability for charges incurred in accordance with the procedures of Service Regulations for loss of or damage to fixtures, fittings, **contents** and accidental damage to the buildings of married quarters, hirings and other **MoD** accommodation.

We will not pay more than £20,000 for any one claim or series of claims arising out of one event.

Exclusions

- Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of **your family**.
- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Any defence costs and expenses **you** agree to pay without **our** written permission.
- Any wilful or malicious act by **your family**.

Exclusions

- Any amount exceeding 30% of the **home contents** Sum Insured.
- Loss or damage while the **house** has been left **unoccupied**.
- Loss or damage caused by frost.
- Loss or damage caused by storm or flood to hedges, fences or gates.
- Damage to the appliance or system which the water or oil escapes from.
- Loss or damage by anyone to whom **you** have sub-let the **home**.
- Loss or damage arising from wear and tear, depreciation, wilful neglect, atmospheric or climatic conditions, moth, vermin, infestation, damp, rust, wet or dry rot, any gradually operating cause, the process of cleaning, repairing or restoring any article, electrical or mechanical derangement or any other loss.

Exclusions

- Loss or damage caused by storm or flood to hedges, gates or fences.

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 pages 26 to 28.

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 5 and the Fraud condition on page 19.

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 behaviour.

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, using the Consumer Durables section of the Retail Price Index or an alternative similar 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.

There are other conditions which relate to any claim **you** may make and these are shown on page 2 headed "Claims conditions". **You** should refer to any conditions shown under individual sections of **your** Policy.

Fraud

If **your family**, or anyone acting on behalf of **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 provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

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:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel,
- 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.

Unattended Vehicles

- 1 Theft or attempted theft from any unattended vehicle, caravan or trailer unless all doors, windows and other openings are left closed, securely locked and properly fastened.
- 2 Any amount exceeding £1,000 for the theft or attempted theft of property in or on a motor vehicle, caravan or trailer unless someone aged 16 years or over is in the vehicle or caravan.

The Unattended Vehicle exclusions 1 and 2 do not apply if:

- the vehicle is a military vehicle on exercise, or
- the property is in the custody of military transport authorities or professional removers
- force and violence were used to get into the motor vehicle
- the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.

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 or 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.

Confiscation

Confiscation or detention by Police, Customs, Government body or other officials.

Uninsurable risks

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- wear and tear, fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration, or anything that happens gradually over a period of time
- rot, unless it's:
 - caused directly by an escape of water, storm or **flood** incident specifically covered by this policy, and
 - notified to **us** as soon as any sign of water damage or rot is apparent
- insects or moths
- any reduction in an item's value caused by repairing **your contents**
- vermin
- mechanical, electrical or electronic fault or breakdown
- the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Section 7 – Legal Expenses (Optional)

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 6, 7 and 8). 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, tribunal 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.
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	<p>In respect of A. Personal Injury/Personal Goods and B. Consumer Protection:</p> <p>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.</p> <p>In respect of all other insured incidents:</p> <p>The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
We, Us, Our	<p>FirstAssist Insurance Services Limited, a third party provider approved by Royal & Sun Alliance Insurance plc., which handles claims on behalf of the insurer.</p> <p>you can contact us at:</p> <p>FirstAssist Insurance Services Limited Marshall's Court Marshall's Road Sutton Surrey SM1 4DU Telephone: 0208 652 1313 Fax: 0208 661 7604</p>
You, Your	The person(s) named as policyholder in 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 25 of the Legal Expenses section or on pages 19 to 20 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 doubleglazing, 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.
 - Anything which is excluded on page 25 of the Legal Expenses section or on pages 19 to 20 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.

What is Covered

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.)

Exclusions

- 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.
- Anything which is excluded on page 25 of the Legal Expenses section or on pages 19 to 20 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.
- Anything which is excluded on page 25 of the Legal Expenses section or on pages 19 to 20 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.
- Defence of any motoring prosecutions.
- 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.

What is Covered

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 25 of the Legal Expenses section or on pages 19 to 20 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.

- Anything which is excluded on page 25 of the Legal Expenses section or on pages 19 to 20 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

Exclusions applying to the whole 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 22 to 24 and to the General Exclusions shown on pages 19 and 20 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 below.

Legal Expenses – General Conditions

These conditions apply to the whole of the Legal Expenses Section

Pages 18 and 19 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 Procedure

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 page 4.

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 22 to 25 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.

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 26.

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 cooperate 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 Helpline

(available if Legal Expenses is shown as covered in your 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.

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.

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

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