



**FORCES PLAN**  
PREMIUM KIT & HOME

Policy Wording

Effective 1st October 2018



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Welcome to **Your** Forces Plan Premium Kit and Home Insurance **Policy** and thank you for choosing **Our** insurance which is underwritten by AXA Insurance UK plc who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting the website <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority on 0300 500 8082.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will, in the event of injury, loss or damage happening within the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your** Schedule.

**You** must take reasonable care to provide accurate and complete answers to all questions asked when taking out or making changes to this **Policy**. **You** must inform **Us** if any of the information included within **Your** Statement of Fact or Schedule is inaccurate or incomplete. If the information provided by **You** is inaccurate or incomplete then **We** may cancel **Your Policy**, treat **Your Policy** as if it never existed, refuse to deal with any claim or reduce the amount of any claim payment.

**We** may ask **You** to provide **Us** with additional documentation when taking out, amending and renewing **Your Policy** to ensure that the information **You** have provided to **Us** is accurate and complete. If **You** fail to provide the documentation requested then **We** may cancel **Your Policy** or treat **Your Policy** as if it never existed.

## Important

**We** recommend that **You** read this **Policy** in conjunction with **Your** Schedule to ensure that it meets with **Your** requirements. If after reading these documents **You** have any questions, please contact Cherish Insurance Brokers Limited.

**Your** attention is drawn to the Complaints Procedure on page 49.

## The law which applies to this policy

This clause is different under Family Legal Protection.

**You** and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise, the Law of England and Wales applies to this **Policy**.

## Eligibility

**You** must be either:

- A serving member of HM Forces including reservists.
- A civilian on attachment to HM Forces and residing outside the UK within 30 days of commencement of this **Policy**.



# How to Use this Policy

Please read this **Policy** wording with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Cherish Insurance Brokers Limited.

## Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section on page 6.

## Cover details

**You** will find the following headings on many pages:

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

## To help you further

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



# Important Telephone Numbers

## Claim Notification Line

0800 197 2770 or 0044 1255 871965 and select option 1

For immediate help and to make a claim, call **Our** claims team. Please be ready to give **Us Your Policy** number and details of the loss.

**You** should also read the Claims Conditions which begin on page 15 before calling the Claim Notification Line.

## Domestic Helpline

0300 303 2947 Quote AXA Cherish Forces Plan

The Domestic Helpline is automatically included in **Your** Policy.

The Helpline offers practical telephone advice when trouble strikes in the **Home**, from burst pipes and blocked drains to electrical faults and even wasps nests.

If **You** are based in the UK, **We** can arrange for an **Approved Contractor** to visit **Your Home** and sort out the problem as quickly as possible. **You** will remain responsible for any call out charges, parts and cost of labour.

## Legal Helpline and Family Legal Protection

0330 024 6861

The Legal Helpline and Family Legal Protection are automatically included in **Your Policy**.

The free and confidential Legal Helpline offers legal advice over the phone at local rates. **You** can expect help on any personal or domestic legal problems.

If **You** need Family Legal Protection, **We** will pay up to £50,000 towards legal costs and expenses covered by this section.

Please quote AXA Cherish Forces Plan when contacting the helpline.

Telephone calls may be recorded or monitored.

These definitions do not apply to Section C – Family Legal Protection where separate definitions apply (see page 37 for these).

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter. Definitions are listed alphabetically.

<b>Business Equipment</b>	All computers and equipment (excluding data) and other equipment used solely for business, trade, professional or employment purposes which includes stock but excludes <b>Money</b> and documents.
<b>Contents</b>	All of the following things are included provided that they belong to <b>You</b> or <b>Your Family</b> or <b>You</b> or <b>They</b> are legally responsible for them. With the exclusion of <b>Military Kit</b> and <b>Business Equipment</b> , they must be mainly used for private purposes. The full definition of each can be found within this section. <ul style="list-style-type: none"> <li>• <b>Household Goods</b></li> <li>• <b>Military Kit</b></li> <li>• <b>Personal Effects</b></li> <li>• <b>Valuables</b></li> <li>• <b>Money</b></li> <li>• <b>Business Equipment</b></li> </ul>
<b>Domestic Staff</b>	A person employed to carry out domestic duties associated with the <b>Home</b> and not employed by <b>You</b> in any capacity in connection with any business, trade, profession or employment.
<b>Endorsement(s)</b>	A change to the terms of the <b>Policy</b> as shown under Endorsements in the Schedule.
<b>Excess</b>	The amount <b>You</b> are required to pay as the first part of each and every claim made.
<b>Family/ They</b>	<b>Your</b> spouse, domestic partner or civil partner, children, <b>Domestic Staff</b> and any other person all permanently residing with <b>You</b> and not paying a commercial rent.
<b>Flood</b>	An invasion of the property by a large volume of water caused by a rapid build-up of or sudden release of water from outside of the <b>Home</b> .
<b>Heave</b>	The upward or sideways movement of the site on which <b>Your Home</b> is situated other than <b>Settlement</b> caused by the swelling of the ground.

<b>Home</b>	The private residence shown in the Schedule including its garages and <b>Outbuildings</b> if they form part of the property.
<b>Household Goods</b>	This includes tenants' fixtures, fittings and interior decorations.
<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than <b>Settlement</b> .
<b>Military Kit</b>	<p>Permanent Issue Kit:   a. Service uniforms, service equipment on continuous personal charge for the sole use of <b>You</b>.</p> <p>                                  b. Mess kit, uniforms, equipment of a military nature purchased and owned by <b>You</b>.</p> <p>Temporary Issue Kit:   Temporary issue service equipment on personal charge to and for the sole use of <b>You</b>.</p>
<b>Money</b>	<p>Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>It does not include credit card, cheque card or cash dispenser card liability.</p>
<b>Operational Tour</b>	A tour of duty for which an operational allowance is paid to <b>You</b> .
<b>Outbuildings</b>	<ul style="list-style-type: none"> <li>• Sheds.</li> <li>• Greenhouses.</li> <li>• Summer houses.</li> <li>• Other buildings but not including touring caravans, mobile homes or motor homes or structures made of canvas, PVC or any other non-rigid material.</li> </ul>
<b>Period of Insurance</b>	The <b>Policy</b> will automatically be renewed upon receipt of <b>Your</b> monthly premium, which is payable by Direct Debit. A new and separate period of insurance will accordingly run from the start of the first day of each month until the end of the last day of that month, until the <b>Policy</b> is cancelled (whether through non-payment of premium or otherwise).
<b>Personal Effects</b>	Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, handheld games consoles, mobile phones and sports equipment. It does not include <b>Valuables</b> or <b>Money</b> .

<b>Personal Possessions</b>	The definition of <b>Personal Possessions</b> can be found within the section <b>Personal Possessions</b> on page 32 of this <b>Policy</b> .
<b>Policy</b>	<p>The Policy describes the insurance cover provided during the <b>Period of Insurance</b> as shown in <b>Your</b> Schedule which <b>You</b> have paid for, or have agreed to pay for, and for which <b>We</b> have accepted the premium.</p> <p><b>Your</b> Policy is made up of the following components:</p> <ul style="list-style-type: none"> <li>• Schedule - identifying which sections of the Policy <b>You</b> have bought</li> <li>• Section wordings</li> <li>• <b>Endorsement(s)</b></li> <li>• Essential information including: <ul style="list-style-type: none"> <li>– General conditions and exclusions</li> <li>– Definitions</li> <li>– Claims conditions - including making a claim and how <b>We</b> settle a claim</li> <li>– Making a complaint.</li> </ul> </li> </ul>
<b>Settlement</b>	The natural movement of new properties in the months and years after they are built.
<b>Storm</b>	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> <li>• wind speeds with gusts of at least 48 knots (55mph)* or</li> <li>• torrential rainfall at a rate of at least 25mm per hour or</li> <li>• snow to a depth of at least one foot (30cm) in 24 hours or</li> <li>• hail of such intensity that it caused damage to hard surfaces or breaks glass.</li> </ul> <p>*Equivalent to Storm Force 10 on the Beaufort scale.</p>
<b>Subsidence</b>	Downward movement of the site on which the <b>Home</b> is situated by a cause other than <b>Settlement</b> or the weight of the <b>Home</b> itself.
<b>Unfurnished</b>	Does not contain enough furniture and furnishings for normal living purposes.
<b>Unoccupied</b>	Not lived in by <b>You</b> or <b>Your Family</b> for more than 60 consecutive days or occupied by squatters unless <b>You</b> are on an <b>Operational Tour</b> .
<b>Valuables</b>	Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (including video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.



**Vehicles or Craft**

1. Electrically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bikes and children's quad bikes.
2. Aircraft (including gliders and hang gliders), drones, boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems primarily used for any of the items in 1 – 3 above.

The following items are not included within this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.
- Surfboards, waterskis, snowboards and skis.
- Toys and models.
- Bicycles and electrically powered bicycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

**Vermin**

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

**We/Us/Our**

AXA Insurance UK plc, its staff and designated agents acting on behalf of AXA.

**You/Your**

The person named in the Schedule as the Policyholder and **Your** spouse/civil partner/partner, children and any other person, all permanently residing with **You** and not paying a commercial rent. This definition does not apply to **Domestic Staff**.

These conditions do not apply to Family Legal Protection where separate conditions apply.

**You** and **Your Family** must keep to the following conditions to have the full protection of **Your Policy**. If **You** or **Your Family** don't comply with them **We** will take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

## Policy duration

The **Policy** will automatically be renewed upon receipt of **Your** monthly premium which is payable by Direct Debit. A new and separate **Period of Insurance** will accordingly run from the start of the first day of each month until the end of the last day of that month, until the **Policy** is cancelled (whether through non-payment of premium or otherwise).

## Dual insurance

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

## Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly.

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

- Knowingly makes a fraudulent or exaggerated claim under **Your Policy**, or
- Knowingly makes a false statement in support of a claim, or
- Submits a knowingly false or forged document in support of a claim, or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion,

Then:

- **We** will cancel **Your Policy**.
- **We** will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- **We** will not return any premium paid by **You** for the **Policy**.
- **We** will inform the Police of the circumstances.

## The value of your contents

**You** must notify **Us** immediately when the full value of **Your Contents** exceeds £75,000. If the full value of **Your Contents** exceeds this sum, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Contents** only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claim.

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

## Updating sums insured

Please be aware that the value of **Your Military Kit, Contents** or **Personal Possessions** may be growing because of acquired items. It is therefore important that **You** regularly check that **Your** sum insured is set at the appropriate level.

It is a condition that **You** set the level of **Your** insurance to the correct sums insured. If, in the event of a claim, **Your** sums insured are not set at the correct level, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Military Kit, Contents** or **Personal Possessions** only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claim.

## Changes in your circumstances

It is important that **You** tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown on **Your** Statement of Fact or Schedule changes during the **Period of Insurance**.

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

- Change of correspondence address.
- If **You** or **Your Family** cease to be a member of HM Forces or civilian attached to HM Forces.
- If **You** or **Your Family** intend to let or sublet **Your Home**.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If **Your Home** will be **Unoccupied** for more than 60 consecutive days.
- If **Your Home** is no longer occupied solely by **You** or **Your Family**.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a Police caution for or been convicted of or charged with any offence other than driving offences.

Continued

When **You** tell **Us** about a change in **Your** circumstances or information, **We** will then advise **You** if there will be any changes to the terms of **Your Policy**. If **You** do not tell **Us** about a change in **Your** circumstances or information, then **Your Policy** may be invalid and **We** may not pay in the event of a claim.

**You** must ensure that **You** provide **Us** with accurate and complete information when asked questions about the changes in **Your** circumstances. If the information provided by **You** is inaccurate or incomplete then **We** may cancel **Your Policy**, treat **Your Policy** as if it never existed, refuse to deal with any claim or reduce the amount of any claim payment.

## Sanctions

**We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

## Changes to cover, terms or premiums

This clause explains how **We** may make changes to **Your Policy**.

**We** may change the price, benefits, terms, cover and/or exclusions of **Your Policy** by giving **You** no less than 60 days notice by email to **Your** last known address. Any such notice will explain **Our** reasons for making the changes. This does not apply to any changes in law, regulation and/or taxation of insurance business within the UK, when changes will be made according with **Our** statutory and regulatory obligations without prior notice.

**We** will only exercise **Our** ability to make changes to **Your Policy** in order to make reasonable and proportionate changes to reflect the following:

- Any changes that are required to give effect to decisions and/or guidance of a Regulator or Ombudsman.
- Any changes that are required to give effect to new or revised insurance industry codes of practice, that **We** intend to comply with.
- Inflationary increases in general claims costs or administrative costs which affect the cost to **Us** of providing cover under and administering **Your Policy**.
- Other increases or decreases in the relative cost and/or relative number of claims which affect the cost to **Us** of providing cover under and administering **Your Policy**.
- Increases in the relative cost of purchasing reinsurance, which affects the cost to **Us** of providing cover under **Your Policy**.

## Taking care of your property

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

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

## Cancelling your cover

**You** may cancel this **Policy** at any time by giving notice to Cherish Insurance Brokers Limited via the Forces Plan website at [www.forcesplan.co.uk](http://www.forcesplan.co.uk) or by mail, telephone or email.

Mail Cherish Insurance Brokers Limited  
Carlson House, Bradfield Road, Wix CO11 2SP

Tel 0800 197 2770 or 0044 1255 871965 and select option 2

Email [enquiries@forcesplan.co.uk](mailto:enquiries@forcesplan.co.uk) quoting **Your Policy** number

- If **You** cancel this **Policy** within the first 14 days of receiving **Your Policy** documentation, then providing there has been no claim or incident likely to give rise to a claim, **We** will refund the premium in full.
- If a claim has been submitted or there is an incident likely to give rise to a claim, then no premium refund will be given.
- If **You** cancel this **Policy** more than 14 days after receiving **Your Policy** documentation then no refund of any premium paid will be given.
- **We** reserve the right to cancel the **Policy** with immediate effect in the event of non payment of the premium and no refund will be given to **You** of any premiums previously paid.
- **We** may also cancel this **Policy** by giving **You** 14 days notice at **Your** last known email address and no refund of any premiums will be given.

## Our right to cancel your cover

**We** reserve the right to cancel **Your Policy** in the following circumstances:

- **You** provide **Us** with inaccurate or incomplete information.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see 'Changes in your circumstances' on page 11 for further information.
- **You** act in a fraudulent manner. Please see 'Fraud' on page 10 for further information.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice to **Your** last known email address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above.



## Payments by Direct Debit

Forces Plan Premium Kit and Home insurance is a monthly **Policy** which will renew for a further month, subject to the payment and acceptance of the monthly premium.

- The monthly premium will be collected on the first working day of each calendar month.
- If the first **Period of Insurance** commences part way through a month, the full premium is due and therefore two premiums will be collected on the first working day of the following month.
- If one or more premiums have been paid, non payment of a subsequent premium will take **You** off cover with effect from 00:01 hrs on the due date of the unpaid premium. **We** will then use reasonable endeavours to collect the outstanding payment(s) before exercising **Our** right to cancel the **Policy**.

Please refer to the definition on page 7 for the **Period of Insurance**.

These conditions do not apply to Family Legal Protection where separate conditions apply.

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

## The first thing you must do

If property is lost, or theft or malicious damage is suspected, **You** must inform the Police as soon as possible and obtain a crime or lost property reference number.

**We** recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

## You should always

- Contact **Us** by telephone on the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5. **You** should not delay notification of the claim to **Us** for any reason.

Alternatively **You** can use the online claim notification at [www.forcesplan.co.uk](http://www.forcesplan.co.uk) but **You** should only use this if **You** do not need urgent assistance.

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

## Claims process

When **You** call the Claim Notification Line, **We** will do the following, as appropriate:

1. Take details of the loss.
2. Instruct an approved supplier to contact **You** if appropriate.
3. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.

## Emergency process

**We** provide a 365 days a year, 24 hours a day, Domestic Helpline. When **You** call the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5, **We** will advise **You** on how to deal with **Your** emergency.

If **You** are in the UK, **We** will arrange for an approved contractor to be appointed and effect a temporary repair if necessary. **You** will remain responsible for any call out charges, parts and cost of labour, although these repairs may be covered under the **Policy**.

**We** should, however, be given the opportunity to inspect the damage before permanent repairs commence or any item is disposed of.

## What you must do after making your claim

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

**We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing the above information as part of **Your** claim.

## What you must not do

- Admit or deny any claim made by someone else against **You** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We** may need to see them.

## What we are entitled to do

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

**We** are also entitled to take possession of the property insured and deal with any salvage. **We** may pursue any claim to recover any amount due from a third party in **Your** name.



## Contents, Military Kit and Personal Possessions sections

**We** may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property, **We** may pay for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

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

If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

With **Your** agreement **We** may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. **They** are authorised to arrange a quotation, a repair or a replacement.

Any permanent repairs made by **Our** approved suppliers are guaranteed.

## Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

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

## Will a deduction be made for wear and tear?

There will be a deduction for clothes (other than military clothing or kit), furs and household linen. There will be no deduction for all other **Contents**, provided that they have been maintained in good repair and the **Sum Insured** represents the full value of the property (see General Conditions).

Unless specifically listed below, the following exclusions apply throughout the **Policy** and in relation to each claim.

## We will not pay for:

### Riot/civil commotion

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

### Sonic bangs

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

### Reduction in market value

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

### Confiscation

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

The exclusions above do not apply to the following covers:

- Tenant's liability.
- Public liability.
- Liability to **Domestic Staff**.
- Licence to Occupy Liability.

### War risks

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

### Radioactive contamination

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

### Gradual deterioration/maintenance

Any loss or damage and any legal liability directly or indirectly caused by or contributed to, by, or arising from wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Home**.

### Terrorism

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

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

### Pollution / contamination

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

- A sudden, unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **Your Home**.

### Deliberate loss or damage

Any loss or damage caused or allowed to be caused deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Family** or anyone lawfully in the **Home**.

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

What are contents?	What contents are not covered?
<p>All of the following things are included provided that they belong to <b>You</b> or <b>Your Family</b>, or that <b>You</b> or <b>They</b> are legally responsible for them. With the exclusion of business equipment, they must be mainly used for private purposes, other than <b>Military Kit</b>.</p> <p><b>Household Goods</b></p> <p>This includes tenant's fixtures, fittings and interior decorations.</p> <p><b>Military Kit</b></p> <p><b>Permanent Issue Kit</b></p> <ol style="list-style-type: none"> <li>Service uniforms, service equipment on continuous personal charge for the sole use of <b>You</b>.</li> <li>Mess kit, uniforms, equipment of a military nature purchased and owned by <b>You</b>.</li> </ol> <p><b>Temporary Issue Kit</b></p> <p>Temporary issue service equipment on personal charge to and for the sole use of <b>You</b>.</p> <p><b>Money</b></p> <p>Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>It does not include credit card, cheque card or cash dispenser card liability.</p> <p><b>Personal Effects</b></p> <p>Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, handheld games consoles, mobile phones and sports equipment. It does not include <b>Valuables</b> or <b>Money</b>.</p>	<ol style="list-style-type: none"> <li><b>Vehicles or Craft.</b></li> <li>Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above.</li> <li>Any living creature.</li> <li><b>Contents</b> more specifically insured by any other insurance.</li> <li>Documents other than as shown in cover 19.</li> <li>Lottery tickets and raffle tickets.</li> <li>Any part of the structure of the buildings other than fixtures and fittings for which <b>You</b> are responsible as occupier.</li> </ol>

Contents definition continued overleaf

What are contents?	What contents are not covered?
<p><b>Valuables</b> Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and cam-corders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p><b>Business Equipment</b> All computers and equipment (excluding data) used for business, trade, professional or employment purposes unless more specifically insured elsewhere. This includes stock but excludes business <b>Money</b> and documents.</p>	

## What is the most we will pay?

### Causes 1-11

**We** will not pay more in total than the sum insured for **Contents** shown in **Your Policy** Schedule for any one claim.

### Covers 12, 13, 17, 23 and 29-32

**We** will pay up to the maximum limit for **Contents** shown in **Your Policy** Schedule for any one claim.

### Covers 14-16, 18-22, 24-28 and 33

**We** will pay up to the limits shown.

The following limits apply	
<b>Business Equipment</b>	£5,000 which can include up to £500 for business stock
Any one <b>Valuable</b>	20% of the <b>Contents</b> sum insured
<b>Money</b>	£500
Total <b>Valuables</b>	40% of the <b>Contents</b> sum insured

These are the standard limits. If **You** have increased any of them, the revised limits which apply to **Your Policy** will be shown in **Your** Schedule.

What is covered	What is not covered
<p>Loss or damage to <b>Your</b> or <b>Your Family's Contents</b> while they are in the <b>Home</b> by following causes:</p>	<p>The amount of the <b>Excess</b> shown in the Schedule. Not applicable for covers 24, 25 and 27 of this section.</p>
<p>1. Fire, smoke, explosion, lightning, earthquake.</p>	<p>1. Smoke damage arising gradually or out of repeated exposure.</p>
<p>2. <b>Storm</b> or <b>Flood</b>.</p>	<p>2. Loss or damage by frost.</p>
<p>3. Theft or attempted theft.  <i>Minimum security precautions Endorsement may apply – see Your Schedule.</i></p>	<p>3. a. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.            b. Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.            c. Loss or damage from the <b>Home</b> if any part of it is occupied by anyone other than <b>You</b> or <b>Your Family</b> unless there has been forcible and violent entry to or exit from the <b>Home</b>.</p>
<p>4. Escape of water from:            a. A fixed:                i. Water installation.                ii. Drainage installation.                iii. Heating installation.            b. A washing machine, dishwasher, water-bed, refrigerator or deep freeze cabinet.  <i>Damage caused by the escape of water is covered, but damage to the items themselves is only covered if an insured cause or cover is operative.</i></p>	<p>4. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</p>
<p>5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.  <i>Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.</i></p>	<p>5. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</p>
<p>6. Malicious people or vandals.  <i>Minimum security precautions Endorsement may apply - see Your Schedule.</i></p>	<p>6. a. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.            b. Malicious damage caused by <b>You</b> or <b>Your Family</b> or any person <b>You</b> or <b>Your Family</b> have allowed into <b>Your Home</b>.</p>
<p>7. Riot, civil commotion, strikes, labour and political disturbances.</p>	

What is covered	What is not covered
8. a. <b>Subsidence</b> or <b>Heave</b> of the site on which the <b>Home</b> stands. b. <b>Landslip</b> .	8. Loss or damage resulting from coastal or river bank erosion.
9. Loss or damage caused by collision of: a. Aircraft. b. Aerial devices. c. Road or rail vehicles (or anything dropped from them). d. Animals.	9. Loss or damage caused by: a. <b>Your</b> domestic pets. b. Insects.
10. Falling trees or branches.	10. The cost of removing fallen trees or branches unless the <b>Contents</b> have also been damaged.
11. Damage to the <b>Contents</b> caused by breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Telegraph poles. e. Electricity pylons, poles or overhead cables.	11. a. Mechanical or electrical breakdown or failure. b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling. c. Damage to equipment not in or attached to the buildings. d. Loss or damage to the items themselves.
<p>The following covers are included.</p>	
12. Entertainment equipment Accidental damage to: a. Television sets. b. Radios. c. MP3 players, compact disc players, record players and tape recorders. d. Video recorders. e. DVD players. f. Computers (including portable computers). g. Cable/satellite/digital television receivers. h. Television aerials and satellite dishes.	12. a. Mechanical or electrical breakdown or failure. b. Damage to records, discs, cassettes and tapes. c. To computers or computer equipment by: i. Erasure or distortion of data. ii. Accidental loss, mislaying or misfiling of documents or records. iii. Viruses. iv. Contamination. d. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e. Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it. f. Damage to equipment not in or on <b>Your Home</b> . g. Loss or damage by chewing, scratching, tearing or fouling by domestic pets. h. Damage caused by insects or <b>Vermin</b> . i. Mobile phones.

What is covered	What is not covered
<p>13. Mirrors and glass</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a. Mirrors.</li> <li>b. Fixed glass in and glass tops of furniture.</li> <li>c. Ceramic hobs and ceramic tops of cookers.</li> <li>d. Glass oven doors.</li> </ul>	<p>13. a. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</p> <p>b. Loss or damage to <b>Your</b> or <b>Your Family's Contents</b> while they are not in the <b>Home</b>.</p>
<p>14. Replacement of locks</p> <p><b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a. External doors and windows of the <b>Home</b></li> <li>b. A safe within or an alarm protecting <b>Your Home</b></li> <li>c. An alarm protecting the <b>Home</b> following the theft of their keys.</li> </ul> <p><b>We</b> will pay up to £1,000 for any one claim.</p>	<p>14. The cost of replacing keys and locks to a garage or <b>Outbuilding</b>.</p>
<p>15. Credit card liability</p> <p><b>Your</b> or <b>Your Family's</b> liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft from the <b>Home</b> and following its unauthorised use by any person not related to or living with <b>You</b>.</p> <p><b>We</b> will pay up to £1,000 for any one claim.</p> <p><i>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</i></p>	<p>15. Any loss or claim:</p> <ul style="list-style-type: none"> <li>a. Unless <b>You</b> or <b>Your Family</b> have complied with the terms and conditions of the issuing authority.</li> <li>b. Due to accounting errors or omissions.</li> </ul>
<p>16. Accidental loss of oil and metered water</p> <p><b>We</b> will pay for accidental loss of domestic heating oil and metered water.</p> <p><b>We</b> will pay up to £1,000 for any one claim.</p>	<p>16. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</p>
<p>17. Temporary removal</p> <p>Loss or damage by causes 1–11 of this section of <b>Contents</b> temporarily removed from <b>Your Home</b> to:</p> <ul style="list-style-type: none"> <li>a. Any bank or safe deposit.</li> <li>b. Any private dwelling provided that it is not <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>c. Any building where <b>You</b> or <b>Your Family</b> are working or temporarily living while anywhere in the world.</li> </ul>	<p>17. Loss or damage:</p> <ul style="list-style-type: none"> <li>a. By theft unless it involves forcible and violent entry to or exit from a building.</li> <li>b. From a caravan, mobile home or motor home.</li> <li>c. Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.</li> <li>d. To <b>Business Equipment</b>.</li> </ul>

Continued



What is covered	What is not covered
<p>Under b. and c. the maximum amount payable for theft or attempted theft from a room in a school, boarding house, college or university halls of residence accommodation is £2,500 for any one claim.</p> <p><b>We</b> provide insurance protection for <b>Contents</b> in the <b>Home</b> during normal periods of unoccupancy for example when <b>You</b> are on holiday. However if <b>You</b> are going away for 60 consecutive days or more, or if the <b>Home</b> is to be vacated, please tell <b>Us</b> as this will affect the terms of <b>Your Policy</b>.</p> <p><b>Student belongings</b></p> <p>This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the <b>Home</b>. Additional cover is available under the <b>Personal Possessions</b> section (if chosen).</p>	
<p>18. <b>Alternative accommodation</b></p> <p>While the <b>Home</b> cannot be lived in because of loss or damage covered under this section of the <b>Policy</b>, <b>We</b> will pay for the reasonable cost of alternative accommodation for <b>You</b>, <b>Your Family</b> and <b>Your</b> domestic pets.</p> <p><b>We</b> will not pay for a period exceeding 2 years for alternative accommodation and a maximum of £15,000 for loss of income for any one claim.</p>	
<p>19. <b>Documents</b></p> <p>Loss or damage by causes 1-11 to documents (other than <b>Money</b>) whilst:</p> <ol style="list-style-type: none"> <li>a. Within the main building of <b>Your Home</b>, or</li> <li>b. Deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world.</li> </ol> <p><b>We</b> will pay up to £1,000 for any one claim.</p>	<p>19. Documents mainly used for business, trade, profession or employment purposes.</p>

What is covered	What is not covered
<p>20. Religious festivals, weddings and civil partnerships</p> <p>The Contents Cover limit is automatically increased by 10% for gifts and provisions:</p> <ul style="list-style-type: none"> <li>a. During the period 30 days before and 30 days after a recognised religious festival.</li> <li>b. During the period 30 days before and 30 days after <b>Your</b> or <b>Your Family's</b> wedding or civil partnership ceremony.</li> </ul>	
<p>21. Visitor's personal effects</p> <p>Loss or damage by causes 1-11 to visitor's <b>Personal Effects</b> whilst contained within <b>Your Home</b>.</p> <p><b>We</b> will pay up to £1,000 for each visitor for any one claim.</p>	<ul style="list-style-type: none"> <li>21. a. Loss or damage specifically excluded under Contents Cover.</li> <li>b. Loss or damage to <b>Valuables</b> or <b>Money</b>.</li> </ul>
<p>22. Domestic staff's personal effects</p> <p>Loss or damage by causes 1-11 to <b>Domestic Staff's Personal Effects</b> contained within <b>Your Home</b>.</p> <p><b>We</b> will pay up to £1,000 for each member of <b>Domestic Staff</b> for any one claim.</p>	<ul style="list-style-type: none"> <li>22. a. Loss or damage specifically excluded under Contents Cover.</li> <li>b. Loss or damage to <b>Valuables</b> or <b>Money</b>.</li> </ul>
<p>23. Frozen food</p> <p>Loss or damage to food in a fridge or freezer which is made inedible by:</p> <ul style="list-style-type: none"> <li>a. A change in temperature.</li> <li>b. Contamination by refrigerant or refrigerant fumes.</li> </ul> <p>The fridge or freezer must be:</p> <ul style="list-style-type: none"> <li>c. In <b>Your Home</b>.</li> <li>d. Owned by or the responsibility of <b>You</b> or <b>Your Family</b>.</li> </ul>	<p>23. Loss or damage resulting from:</p> <ul style="list-style-type: none"> <li>a. The deliberate act of <b>You</b> or <b>Your Family</b> or any electricity supplier.</li> <li>b. Strike, lock-out or industrial dispute.</li> <li>c. Frozen food solely used for business, trade, profession or employment purposes.</li> </ul>

What is covered	What is not covered
<p>24. Liability to domestic staff</p> <p>Any amount that <b>You</b> or <b>Your Family</b> become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any <b>Domestic Staff</b> happening anywhere in the world.</p> <p><b>We</b> will pay up to £10,000,000 in respect of all compensation (which includes costs and expenses agreed by <b>Us</b> in writing) for any one claim or series of claims arising from any one event or one source or original cause.</p>	<p>24. <b>Your</b> or <b>Your Family's</b> legal liability to pay compensation or costs for bodily injury (including death) sustained by any <b>Domestic Staff</b> when <b>They</b> are:</p> <ol style="list-style-type: none"> <li>a. Carried in or on a <b>Vehicle</b>, or</li> <li>b. Entering into or getting out of a <b>Vehicle</b> where such bodily injury or illness (including death) is caused by or as a result of <b>Your</b> or <b>Your Family's</b> use of a <b>Vehicle</b>.</li> </ol>
<p>25. Tenant's liability (applicable if the <b>Home</b> is privately rented).</p> <p><b>We</b> will pay up to 20% of the <b>Contents</b> sum insured for any one claim or series of claims arising from any one event or one source or original cause that <b>You</b> or <b>Your Family</b> become legally liable to pay as tenant of the <b>Home</b> in respect of:</p> <ol style="list-style-type: none"> <li>1. Damage to the <b>Home</b> by causes 1-11 of this section.</li> <li>2. Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the <b>Home</b>.</li> <li>3. Accidental breakage of:             <ol style="list-style-type: none"> <li>a. Fixed glass in:                 <ol style="list-style-type: none"> <li>i. Windows</li> <li>ii. Doors</li> <li>iii. Fanlights</li> <li>iv. Skylights</li> <li>v. Greenhouses</li> <li>vi. Conservatories</li> <li>vii. Verandahs.</li> </ol> </li> <li>b. Fixed ceramic hobs or hob covers.</li> <li>c. Fixed sanitary ware and bathroom fittings.</li> </ol> </li> </ol>	<p>25. Loss or damage to gates, hedges and fences.</p>

What is covered	What is not covered
<p>26. Liability arising from Licence to Occupy</p> <p><b>Service Family Accommodation (SFA) or Substitute Service Family Accommodation (SSFA)</b></p> <p><b>We</b> will pay up to a maximum of £20,000 for any one claim that <b>You</b> or <b>Your Family</b> become liable to pay as the Licensee arising from:</p> <ol style="list-style-type: none"> <li>1. Damage to the buildings, fixtures or fittings of the <b>Home</b>.</li> <li>2. Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the <b>Home</b>.</li> <li>3. Accidental breakage of:             <ol style="list-style-type: none"> <li>a. Fixed glass in:                 <ol style="list-style-type: none"> <li>i. Windows</li> <li>ii. Doors</li> <li>iii. Fanlights</li> <li>iv. Skylights</li> <li>v. Greenhouses</li> <li>vi. Conservatories</li> <li>vii. Verandahs.</li> </ol> </li> <li>b. Fixed ceramic hobs or hob covers.</li> <li>c. Fixed sanitary ware and bathroom fittings.</li> </ol> </li> </ol> <p><b>Single Living Accommodation (SLA) or equivalent accommodation</b></p> <p><b>We</b> will pay up to a maximum of £20,000 for any one claim that <b>You</b> or <b>Your Family</b> become liable to pay as occupier arising from damage to the buildings, contents, fixtures or fittings of the <b>Home</b>.</p>	<p>26. a. Loss or damage:</p> <ol style="list-style-type: none"> <li>i. Caused by chewing, scratching, tearing or fouling by domestic pets.</li> <li>ii. By rot, fungus, insects or <b>Vermin</b>.</li> <li>iii. To interior decorations unless the damage is caused by fire.</li> </ol> <p>b. Charges in relation to cleaning.</p> <p>c. Exclusions under causes 1-11 and cover 30 of this section.</p>
<p>27. Occupiers and public liability</p> <p>Any amount that <b>You</b> or <b>Your Family</b> become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the <b>Period of Insurance</b> in respect of accidental:</p> <ol style="list-style-type: none"> <li>a. Death, bodily injury or illness of any person not an employee of either <b>You</b> or <b>Your Family</b>.</li> <li>b. Damage to property not belonging to or in the custody or control of <b>You</b> or <b>Your Family</b> or <b>Domestic Staff</b> arising from:</li> </ol>	<p>27. Legal liability to pay compensation or costs arising from:</p> <ol style="list-style-type: none"> <li>a. Any business, trade, profession or employment.</li> <li>b. The transmission of any communicable disease or virus.</li> <li>c. The ownership, possession or use of <b>Vehicles or Craft</b>.</li> <li>d. Ownership, possession or use of a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa,</li> </ol>

Continued

What is covered	What is not covered
<ul style="list-style-type: none"> <li>i. The occupation of the <b>Home</b> (but not its ownership), or</li> <li>ii. The private pursuits of <b>You</b> or <b>Your Family</b>, or</li> <li>iii. The employment by <b>You</b> or <b>Your Family</b> of <b>Domestic Staff</b>.</li> </ul> <p><b>We</b> will pay up to £2,000,000 (which includes costs and expenses agreed by <b>Us</b> in writing) for any claim or series of claims arising from any one event, source or original cause.</p>	<ul style="list-style-type: none"> <li>Dogo Argentino or Fila Brasileiro and cross breeds of these with any other breed.</li> <li>e. Ownership of any species of animal not domesticated in the UK.</li> <li>f. Any action for damages brought in a court outside the United Kingdom, the Isle of Man or the Channel Islands.</li> <li>g. Death of or bodily injury or illness to <b>You</b> or <b>Your Family</b>.</li> </ul> <p><b>Important</b></p> <p>Under this section <b>We</b> will provide cover for <b>Your</b> liability as the occupier of <b>Your Home</b> arising from the private pursuits of <b>You</b> or <b>Your Family</b>. <b>We</b> will not cover <b>Your</b> liability arising from <b>Your</b> ownership of <b>Your Home</b>.</p> <p>Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.</p> <p>Please note if <b>You</b> are the owner of the buildings <b>You</b> will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.</p>
<p>28. Unrecovered damages</p> <p><b>We</b> will pay the amount of any award of damages made in <b>Your</b> or <b>Your Family's</b> favour which:</p> <ul style="list-style-type: none"> <li>a. Is in respect of death, bodily injury, illness or damage to property of such nature that <b>You</b> or <b>Your Family</b> would have been entitled to a claims payment under Liability to the Public had <b>You</b> or <b>Your Family</b> been responsible for the injury or damage.</li> <li>b. Is made by a court within the United Kingdom, Isle of Man or Channel Islands.</li> <li>c. Is still outstanding six months after the date on which it is made.</li> <li>d. Is not the subject of an appeal.</li> </ul> <p><b>We</b> will pay up to £2,000,000 in respect of any one award.</p>	

What is covered	What is not covered
<p>29. Emergency entry</p> <p>Loss or damage to the <b>Contents</b> caused when the Fire, Police or Ambulance Service has to force an entry to the <b>Home</b> because of an emergency involving <b>You</b> or <b>Your Family</b>.</p>	
<p>30. Accidental damage</p> <p>Accidental loss or damage to <b>Contents</b> whilst in the <b>Home</b>.</p>	<p>30. Loss or damage:</p> <ol style="list-style-type: none"> <li>1. Specifically excluded under causes 1-11 and covers 12-23 and 33 of this section.</li> <li>2.             <ol style="list-style-type: none"> <li>a. By mechanical or electrical break-down or failure.</li> <li>b. Arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.</li> <li>c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.</li> <li>d. By chewing, scratching, tearing or fouling by domestic pets.</li> <li>e. Caused by infestation, chewing, scratching, tearing or fouling by insects or <b>Vermin</b>.</li> <li>f. By the action of light or any atmospheric or climatic condition.</li> <li>g. By any gradually operating cause or wear and tear.</li> <li>h. To food, drink or plants.</li> <li>i. Specifically provided for under Contents Cover.</li> <li>j. To computers or computer equipment by:                 <ol style="list-style-type: none"> <li>i. Erasure or distortion of data.</li> <li>ii. Accidental loss, mislaying or misfiling of documents or records.</li> <li>iii. Viruses.</li> <li>iv. Contamination.</li> </ol> </li> <li>k. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which <b>You</b> are claiming.</li> <li>l. While the home is <b>Unoccupied</b> or <b>Unfurnished</b>.</li> </ol> </li> </ol>

What is covered	What is not covered
<p>31. House removal by professional removers</p> <p>Accidental damage or loss of <b>Contents</b> caused during a house move by professional removal contractors from <b>Your Home</b> to any new private residence.</p>	<p>31. Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>a. To <b>Money</b>.</li> <li>b. To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors.</li> <li>c. To jewellery.</li> <li>d. Whilst the <b>Contents</b> are in storage.</li> <li>e. By mechanical or electrical breakdown or failure.</li> </ul>
<p>32. Contents in storage</p> <p>Loss or damage to <b>Contents</b> owned by <b>You</b> or <b>Your Family</b> whilst in store in any:</p> <ul style="list-style-type: none"> <li>a. Military storage facility</li> <li>b. Furniture depository</li> <li>c. Storage facility under a contract</li> </ul> <p>by causes 1-10 of this section.</p>	<p>32. Loss or damage:</p> <ul style="list-style-type: none"> <li>a. To jewellery, watches, articles of gold, <b>Money</b>, securities and documents.</li> <li>b. By theft unless this has involved forcible entry or exit.</li> <li>c. By smoke damage arising gradually or out of repeated exposure.</li> <li>d. By frost.</li> <li>e. By mildew or condensation.</li> <li>f. To <b>Contents</b> in the open.</li> </ul> <p>Where this <b>Policy</b> is not in force for the full period of storage, any claim will be adjusted pro-rata to the <b>Period of Insurance</b>.</p>
<p>33. Garden cover</p> <hr/> <p>1. Contents in the open</p> <p><b>We</b> will pay up to £5,000 for any one claim for loss or damage by <b>Contents</b> causes 1 and 3-11 while in the open within the boundaries of <b>Your Home</b>. This includes items such as:</p> <ul style="list-style-type: none"> <li>a. Garden tools and equipment, furniture and barbecues.</li> <li>b. Beehives and bird tables.</li> <li>c. Ornaments (including statues, urns and gnomes).</li> <li>d. Garden pots and greenhouse accessories.</li> <li>e. Paddling pools and sandpits.</li> </ul> <hr/> <p>2. Garden plants</p> <p><b>We</b> will pay up to £5,000 for any one claim for loss or damage to plants by <b>Contents</b> causes 1, 3, 6 &amp; 7 while in the open within the boundaries of the land belonging to <b>Your Home</b>. This includes shrubs, trees, rockeries, bushes and vegetables.</p>	<p>33. The amount of the <b>Excess</b> shown in the Schedule.</p> <hr/> <p>1. Contents in the open</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a. To <b>Valuables</b> or <b>Money</b>.</li> <li>b. To business equipment.</li> <li>c. Caused by <b>Storm</b> or <b>Flood</b>.</li> </ul> <hr/> <p>2. Garden plants</p> <p>Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</p>

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

## What are Personal Possessions?

All of the following things are included provided that they belong to **You** or **Your Family** or that **You** or **They** are legally responsible for them and that, apart from **Military Kit**, they are mainly used for private purposes.

### Personal Effects

Clothes and items of a personal nature likely to be worn, used or carried. For example, portable radios and TV's, tablets, hand held games consoles, MP3 players, mobile phones, sports equipment and bicycles. It does not include **Valuables** or **Money**.

### Valuables

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

### Money

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

### Military Kit

Permanent Issue Kit:   a. Service uniforms, service equipment on continuous personal charge for the sole use of **You**.  
                                   b. Mess kit, uniforms, equipment of a military nature purchased and owned by **You**.

Temporary Issue Kit:   Temporary issue service equipment on personal charge to and for the sole use of **You**.

### Business Equipment

All computers and equipment (excluding data) and other equipment used solely for business, trade, professional or employment purposes which includes stock but excludes **Money** and documents.



## What is the most we will pay?

**We** will pay **You** up to the sum insured shown in total for **Personal Possessions** in **Your Policy** for any one claim. The sum insured for this section is included within the sum insured for Contents Cover and is not in addition to it.

The following limits apply	
Any one unspecified article	The unspecified <b>Personal Possessions</b> sum insured or £10,000 (whichever is the lower)
<b>Money</b>	£500
<b>Permanent Issue Kit</b>	£10,000
<b>Temporary Issue Kit</b>	Limit for any one item: £1,500 Limit for any one claim: £4,000

These are the standard limits. If **You** have increased any of them, the revised limits which apply to **Your Policy** will be shown in **Your** Schedule.

What is covered	What is not covered
<p>1. Loss or damage to <b>Valuables, Money, Personal Effects</b> and <b>Military Kit</b> which belong to <b>You</b> or <b>Your Family</b>, or which <b>You</b> or <b>They</b> are legally responsible for, whilst anywhere in the world.</p>	<p>1. The amount of the <b>Excess</b> shown in <b>Your Policy</b> Schedule.</p> <p>2. Loss or damage:</p> <ul style="list-style-type: none"> <li>a. To items not in the care, custody or control of <b>You, Your Family</b> or an authorised person.</li> <li>b. Caused by or in the process of, cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.</li> <li>c. By chewing, scratching, tearing or fouling by domestic animals.</li> <li>d. Caused by infestation, chewing, scratching, tearing or fouling by insects or <b>Vermin</b>.</li> <li>e. By any gradually operating cause or wear and tear.</li> <li>f. Caused by theft or attempted theft from an unattended motor <b>Vehicle</b> unless the items are hidden from view in a boot or glove compartment, and all windows are closed and all doors, including the boot, are locked.</li> <li>g. Arising from the cost of remaking any film, disc or tape or the value of any information held on it.</li> <li>h. Caused by theft or attempted theft from an unlocked hotel room.</li> <li>i. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which <b>You</b> are claiming, e.g. costs incurred in preparing the claim or loss of earnings following <b>Your</b> bodily injury or illness.</li> <li>j. By mechanical or electrical breakdown or failure.</li> <li>k. To <b>Vehicles or Craft</b>.</li> <li>l. By theft of any unattended bicycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor <b>Vehicle</b>.</li> <li>m. To any property mainly used for business, trade, profession or employment purpose other than military use.</li> </ul>

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>n. To plants or any living creature.</li> <li>o. To documents.</li> <li>p. Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</li> <li>q. To computers or computer equipment by:               <ul style="list-style-type: none"> <li>i. Erasure or distortion of data.</li> <li>ii. Accidental loss, mislaying or misfiling of documents or records.</li> <li>iii. Viruses.</li> <li>iv. Contamination.</li> </ul> </li> <li>r. While the <b>Home</b> is left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>s. To property more specifically insured by any other <b>Policy</b>.</li> <li>t. To lottery tickets and raffle tickets.</li> </ul>
<p>2. Credit card liability</p> <p><b>Your</b> or <b>Your Family's</b> liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or living with <b>You</b>.</p> <p><b>We</b> will pay up to £1,000 for any one claim.</p> <p>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</p>	<p>2. Any loss or claim:</p> <ul style="list-style-type: none"> <li>a. Unless <b>You</b> and <b>Your Family</b> have complied with the terms and conditions of the issuing authority.</li> <li>b. Due to accounting errors or omissions.</li> </ul>

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

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors or their agents to handle **Your** case. **You** are not covered for any other legal **Adviser's Costs** unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use an **Adviser** of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs**, less any excess, up to the **Limit of Indemnity** where:

- a. The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b. The **Legal Action** takes place in the **Territorial Limits**.

## Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section on page 45 and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

An estimate of **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

## Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurance Providers** will have no liability to **You** for any loss which occurs, is suspended.

## Definitions

The following definitions apply to Family Legal Protection only.

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

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal adviser nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>Adviser</b> with <b>Our</b> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Conditional Fee Agreement</b>	A valid agreement made between <b>You</b> and <b>Your Adviser</b> with <b>Our</b> written permission where the <b>Adviser's</b> fees and payments or any part of them are paid by <b>You</b> only if <b>Your</b> claim succeeds.
<b>Conflict of Interest</b>	There is a conflict of interest if <b>Your Adviser's</b> duty to act in <b>Your</b> best interests in relation to <b>Your</b> claim conflicts with, or there is a significant risk that it may conflict with, any duty <b>Your Adviser</b> owes, or obligation it has, to any other party.
<b>Excess</b>	The first £50 of <b>Advisers' Costs</b> except in relation to Cover 8 – Tax Cover where the amount is £150.
<b>HM Revenue and Customs Full Enquiry</b>	An enquiry under Section 9A of the Taxes Management Act 1970 into <b>Your</b> PAYE income or gains.
<b>Insurance Providers</b>	Inter Partner Assistance S.A. who are a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group located at The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR.
<b>Insured Incident</b>	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Definition continued

Employment - In employment disputes the **Insured Incident** will be the receipt of an ET1 Employment Tribunal Claim Form.

Tax - In accountancy matters the **Insured Incident** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of HM Revenue and Customs advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

For the purposes of the **Limit of Indemnity**, only one **Insured Incident** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

**Insured Period**

The **Policy** will automatically be renewed upon receipt of **Your** monthly premium which is payable by Direct Debit. A new and separate period of insurance will accordingly run from the start of the first day of each month until the end of the last day of that month, until the **Policy** is cancelled (whether through non-payment of premium or otherwise).

**Legal Action(s)**

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

**Limit of Indemnity**

The maximum payable in respect of an **Insured Incident**.

**Standard Advisers' Costs**

The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

**Territorial Limits**

Worldwide.

**We/Us/Our**

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

**You/Your**

Any person named in the Schedule and all other persons permanently living within the home other than rent paying guests, but including **Your** children attending university or college whose main residence is the home. If **You** die, **Your** personal representatives will be covered to pursue or defend any cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

What is covered	What is not covered
<p>1. Consumer pursuit</p> <p><b>Advisers' Costs</b> to pursue a <b>Legal Action</b> following a breach of a contract <b>You</b> have for buying or renting goods or services for <b>Your</b> private use. This includes the purchase of <b>Your</b> main <b>Home</b>. The contract must have been made after <b>You</b> first purchased this insurance.</p>	<p>1. Claims:</p> <ul style="list-style-type: none"> <li>a. Where the amount in dispute is below £125 plus VAT.</li> <li>b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li> </ul>
<p>2. Personal injury</p> <p><b>Advisers' Costs</b> to pursue a <b>Legal Action</b> for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.</p>	<p>2. Claims:</p> <ul style="list-style-type: none"> <li>a. Arising from medical or clinical treatment, advice, assistance or care.</li> <li>b. For stress, psychological or emotional injury unless it arises from <b>You</b> suffering physical injury.</li> <li>c. For illness, personal injury or death caused gradually and not caused by a specific sudden event.</li> <li>d. Involving a vehicle owned or driven by <b>You</b>.</li> </ul>
<p>3. Employment disputes</p> <p><b>Advisers' Costs</b> to pursue a <b>Legal Action</b> brought within an employment tribunal or civil court against an employer or ex-employer for breach as an <b>Employee</b> of <b>Your</b>:</p> <ul style="list-style-type: none"> <li>a. <b>Contract of Employment</b>; or</li> <li>b. legal rights under employment laws.</li> </ul>	<p>3. Claims:</p> <ul style="list-style-type: none"> <li>a. Where the breach of contract occurred within the first 90 days after <b>You</b> first purchased this insurance. This exclusion does not apply if this <b>Policy</b> replaced a ForCES Plan <b>Policy</b>.</li> <li>b. For <b>Advisers' Costs</b> of any disciplinary investigatory or grievance procedure connected with <b>Your</b> contract of employment or the costs associated with any settlement agreement.</li> <li>c. Where the breach of contract is alleged to have commenced or to have continued after termination of <b>Your</b> employment.</li> <li>d. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.</li> <li>e. For <b>Advisers' Costs</b> awarded by an Employment or Employment Appeals Tribunal that <b>You</b> are ordered or agree to pay.</li> </ul>

What is covered	What is not covered
<p>4. Property infringement</p> <p><b>Advisers' Costs</b> to pursue a <b>Legal Action</b> for nuisance or trespass against the person or organisation infringing <b>Your</b> legal rights in relation to <b>Your</b> main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>You</b> first purchased this insurance or purchased similar insurance.</p>	<p>4. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>
<p>5. Property damage</p> <p><b>Advisers' Costs</b> to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to <b>Your</b> main home. The damage must have been caused after <b>You</b> first purchased this insurance or purchased similar insurance.</p>	<p>5. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>
<p>6. Motor prosecution defence</p> <p><b>Advisers' Costs</b> to defend motoring prosecutions in respect of an offence arising from <b>Your</b> use of a motor vehicle.</p>	<p>6. Claims for alleged road traffic offences where <b>You</b> did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs, or prescription medication where <b>You</b> have been advised by a medical professional not to drive.</p>
<p>7. Consumer defence</p> <p><b>Advisers' Costs</b> to defend <b>Legal Action</b> brought against <b>You</b> following a breach of a contract <b>You</b> have for selling goods for the private and personal use of another person. This includes the sale of <b>Your</b> main home. The contract must have been made after <b>You</b> first purchased this insurance or purchased similar insurance.</p>	<p>7. Claims:</p> <ul style="list-style-type: none"> <li>a. Where the amount in dispute is below £125 plus VAT.</li> <li>b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li> </ul>



What is covered	What is not covered
<p>8. Tax</p> <p>Accountancy fees if <b>You</b> are subject to an <b>HM Revenue and Customs Full Enquiry</b> into <b>Your</b> personal Income Tax position.</p> <p>This cover applies only if <b>You</b> have:</p> <ol style="list-style-type: none"> <li>Maintained proper, complete, truthful and up to date records.</li> <li>Made all returns at the due time without having to pay any penalty.</li> <li>Provided all information that the HM Revenue and Customs reasonably requires.</li> </ol>	<p>8. Claims:</p> <ol style="list-style-type: none"> <li>Where deliberate misstatements or omissions have been made to the authorities.</li> <li>Where the Special Compliance Officer is investigating <b>Your</b> affairs.</li> <li>For accountancy fees which relate to <b>Your</b> business, trade or profession.</li> <li>In respect of income or gains which have been under-declared because of false representations or statements by <b>You</b>.</li> <li>For <b>Advisers' Costs</b> for any amendment after the tax return has initially been submitted to HM Revenue and Customs.</li> <li>For <b>Advisers' Costs</b> arising after <b>You</b> have received a notice telling <b>You</b> that the enquiry has been completed.</li> <li>For enquiries into aspects of <b>Your</b> Tax Return (Aspect Enquiries).</li> </ol>
<p>9. Data protection</p> <p><b>Advisers' Costs</b> to pursue a <b>Legal Action</b> against a person or organisation that has breached <b>Data Protection Legislation</b> which has resulted in <b>You</b> suffering a financial loss.</p>	

## Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or **Your Family** which arises anywhere in the world.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

Simply telephone 0330 024 6861 and quote "Cherish Forces Plan Family Legal Protection".

## Additional legal services

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

Examples are:

- a. Legal expenses arising from the sale or purchase of the home and re-mortgaging.
- b. Divorce and child custody issues.
- c. Wills and probate.

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

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

## General exclusions applicable to this section only

### 1. There is no cover where:

- a. The **Insured Incident** began to start or had started before **You** bought this insurance.
- b. **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c. A reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
- d. **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.
- e. Something **You** do or fail to do prejudices **Your** position, or the position of the **Insurance Providers**, in connection with the **Legal Action**.
- f. **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- g. The claim is more specifically insured or any amount that **You** cannot recover from a more specific insurance because the insurer refuses the claim.
- h. **Your** insurers repudiate the insurance policy or refuse indemnity.

### 2. There is no cover for:

- a. Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- b. Damages, interest, fines or costs awarded against **You** in a criminal court.
- c. Claims made by or against **Your** insurance adviser, the **Insurance Providers**, the **Adviser** or **Us**.
- d. Any claim **You** make which is false, fraudulent or exaggerated.
- e. Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- f. Appeals without the prior written consent of **Us**.
- g. Prior to the issue of court proceedings or a **Conflict of Interest** arising, the costs of any legal representative other than those of the **Adviser**.
- h. **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
- i. **Advisers' Costs** where **You** have entered into a **Conditional Fee Agreement** or any other form of alternative funding without obtaining **Our** permission in writing first.

### 3. There is no cover for any claim directly or indirectly arising from:

- a. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- b. Planning law.
- c. Constructing buildings or altering their structure.
- d. Libel, slander or verbal injury.
- e. A lease or licence to use property or land.
- f. Any matter connected with **Your** business, profession or trade other than as an **employee**.
- g. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- h. An application for a judicial review.
- i. **Advisers' Costs** incurred in defending or pursuing new areas of law or test cases.
- j. Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- k. **Subsidence, Heave, Landslip**, mining or quarrying.
- l. A tax or levy relating to **You** owning or living in **Your** home.
- m. A dispute with a provider of financial services or products.
- n. A dispute between persons insured under this **Policy** or between **You** and someone **You** live with or have lived with.

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## Conditions applicable to this section only

### 1. Claims

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

### 2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service, any dispute between **You** and **Us** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 3. Prospects of success

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

Examples of a positive outcome are:

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

### 4. Language

The language for contractual terms and communication will be English.

### 5. English Law

This contract is governed by English law.

### 6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### 7. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a. Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless.
- b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known.
- c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known.
- d. Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 8. Fraud

In the event of fraud, **We**:

- a. Will not be liable to pay the fraudulent claim.
- b. May recover any sums paid to **You** in respect of the fraudulent claim.
- c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d. Will no longer be liable to **You** in any regard after the fraudulent act.

## 9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## 10. Sanctions

**We** will not provide cover, pay any claim or provide any benefit if doing so 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 or United States of America.

# Customer service information

## Data Protection Notice

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurance Providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

## Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal Assistance Limited or Inter Partner Assistance S.A. cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100.



## Authorisation

**We** are authorised and regulated by the Financial Conduct Authority. **Our** FCA Register number is 305958. **You** can check this on the Financial Services Register by visiting the website <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority on 0300 500 8082.

The **Insurance Providers** are a branch of Inter Partner Assistance SA (IPA SA). IPA SA is authorised by the Belgium National Bank and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of the **Insurance Providers** regulation by the Financial Conduct Authority are available from the **Insurance Providers** on request. IPA SA's FCA register number is 202664. **You** can check this on the Financial Services Register by visiting the website <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority on 0300 500 8082.



# Making a complaint

Cherish Insurance Brokers Limited, AXA Insurance UK plc and Arc Legal Assistance Limited aim to provide the highest standard of service to every customer.

**We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right.

If your complaint relates to:	Please contact:
<p>How <b>Your Policy</b> was sold or administered for <b>You</b></p>	<p>Managing Director Cherish Insurance Brokers Limited Carlson House Bradfield Road Wix CO11 2SP</p> <p>Tel 0800 197 2770 or 0044 1255 871965 and select option 2 Email enquiries@forcesplan.co.uk</p>
<p><b>Your Policy</b> or a claim on <b>Your Policy</b> in respect of:</p> <ul style="list-style-type: none"> <li>• Contents Cover</li> <li>• Military Kit &amp; Licence to Occupy Liability</li> <li>• Personal Possessions</li> <li>• Liability</li> </ul>	<p>Head of Customer Relations AXA Insurance UK plc Civic Drive Ipswich IP1 2AN</p> <p>Tel 01473 205926 Fax 01473 205101 Email customercare@axa-insurance.co.uk</p>
<p><b>Your Policy</b> or a claim on <b>Your Policy</b> in respect of:</p> <ul style="list-style-type: none"> <li>• Family Legal Protection</li> </ul>	<p>Customer Services Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD</p> <p>Tel 0344 770 9000 Email enquiries@arclegal.co.uk</p>

## When You make contact, please provide the following information:

- **Your** name, address and postcode, telephone number and email address.
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

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

## Beyond AXA or Cherish

Should **You** remain dissatisfied following **Our** written response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

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

If **We** cannot resolve **Your** complaint, **You** may refer it to the Financial Ombudsman Service at:

Mail	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel	0300 123 9123 or 0800 023 4567
Fax	020 7964 1001
Email	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Web	<a href="https://help.financial-ombudsman.org.uk">https://help.financial-ombudsman.org.uk</a>

## Our promise to you

**We** will:

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



# Customer Service Information

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 020 7741 4100.

## Online Dispute Resolution (ODR)

The European commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy). If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.



Cherish Insurance Brokers Limited  
Carlson House  
Bradfield Road  
Wix CO11 2SP

**Tel** 0800 197 2770 or 0044 1255 871965

**Email** [enquiries@forcesplan.co.uk](mailto:enquiries@forcesplan.co.uk)

**Web** [www.forcesplan.co.uk](http://www.forcesplan.co.uk)  
[www.cherishinsurance.co.uk](http://www.cherishinsurance.co.uk)

Cherish Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority.



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Registered office: 5 Old Broad Street, London EC2N 1AD  
Registered in England No. 78950  
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AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored and recorded.