



# Kit Insurance

## Policy Document

Your Financial Ally Call us 00 800 00 01 02 03  
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**Forces**  
**Mutual**

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## Kit and contents insurance

Arranged by Forces Mutual, a trading name of PMGI Limited and underwritten by Ageas Insurance Limited in respect of policy sections 1 to 5, and Inter Partner Assistance SA through Arc Legal Assistance Ltd in respect of policy section 6.

Ageas Insurance Limited registered office address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered in England and Wales No 354568. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. IPA address details are: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No.: FC008998.

PMGI Limited and Arc Legal Assistance Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Conduct Authority register by visiting the FCA's website at <https://register.fca.org.uk/>

## Introduction to policy wording

### Upon receipt of your policy

To ensure that **your** policy gives **you** the protection **you** need **we** recommend that **you** read it carefully and return it immediately if not in accordance with **your** requirements. The Schedule specifies the cover **you** have selected; it is **your** evidence of insurance and may be required in the event of a claim.

### Operation of cover

The Policy, Application Form (if completed) and Policy Schedule should be read together and form the contract of insurance. In return for the payment of **your** premium **the insurer** will provide the insurance cover detailed in this policy document, subject to the terms, conditions and limitations shown below or as amended in writing by and during the period of cover.

### Period of insurance

One month from the date shown in **your** policy schedule and any further monthly period for which **we** accept a premium. This policy is annually reviewable 12 months on from the date shown against '**period of insurance from**' on **your** schedule and every 12 months thereafter. This means **we** recommend that **you** review the terms and conditions of this policy and ensure that it continues to meet **your** needs. This policy is a monthly policy, which means that **we** will collect a premium by Direct Debit from **your** bank account on the first working day of each month\* and, subject to the successful collection of that premium, **the insurer** will provide the cover detailed in this policy wording for the month in which the premium has been collected. This insurance commences on the date shown on **your** policy schedule and continues by periods of one month upon receipt of **your monthly premium payment**. This insurance does not have a specified end date and cover will continue until either **you**, **we** or **the insurer** cancel the policy. However, if **you** fail to make a **monthly premium payment** when it is due, **we** will attempt to recollect the payment on the next available collection date (15th or 1st of the month). If **you** fail to make this payment, or if the payment instruction has been cancelled for any reason, cover under this insurance will be cancelled by us. Cover will cease with effect from the end of the month immediately before the date of the first failed collection. **We** will then send **you** confirmation of the cancellation.

*\*The first payment date may fall on the 15th of the month depending upon inception date, however all subsequent monthly collections will take place on the first working day of the month.*

## Information and changes we need to know about

### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **we** or **the insurer** may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Please tell **us** if there are any changes to the information set out in the Application form or on the Schedule. In particular **you** must tell **us** if:

- **You** change address
- **You** cease to be employed by HM Forces or equivalent MoD or affiliated organisation
- **You** purchase or acquire additional possessions which result in the need to increase the amounts insured under this policy
- **You** or any member of **your** family receive a conviction for a criminal offence (other than for motoring offences)
- The home is going to be **unoccupied**
- Someone other than **your** family is going to live in the **home**
- The **home** is going to be used for short periods each week or as a holiday home.

If **you** are in any doubt please contact the Customer Response Team on **00 800 00 01 02 03** or write to Forces Mutual, 100 Cedarwood, Chineham, Park, Basingstoke, Hampshire RG24 8WD

When **we** are notified of a change **we** will tell **you** if this affects **your** policy, if **we** are able to accept the change and if so whether it will result in any revision to the terms being applied to **your** policy.

If the information provided by **you** is not complete or accurate:

- **We** or **the insurer** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may or the **insurer** revise the terms and or change the **excess**, or
- The extent of the cover may be affected.

### Complaints procedure

If **you** have a complaint in respect of Legal Expenses please refer to the Customer Services Information section under Section 6 of this policy wording.

For all other complaints the procedure is as follows:

If **you** have a problem **we** are here to Listen and to ACT.

First class service is what **you** expect and what **we** aim to provide. **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 **we** can put things right – **we** can be contacted at:

**Write:** Forces Mutual, 100 Cedarwood, Chineham Park, Hampshire RG24 8WD

**Email:** groupcomplaintsteam@forcesmutual.org

**Tel:** 00 800 00 01 02 03

**We** promise to:

- Fully investigate **your** complaint
- Keep **you** fully informed of progress
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes
- Use the information from complaints to continuously improve **our** service

**We** aim to resolve **your** concerns within 24 hours. It is **our** experience that most difficulties can be resolved at this stage.

If **your** complaint has not been resolved within 8 weeks or has not been resolved to **your** satisfaction **you** can progress **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman is an independent body that arbitrates on complaints about general insurance products and other financial services.

They can be contacted at:

**The Financial Ombudsman Service contact details are:-**

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

0800 023 4567 or 0300 1239123

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service opening hours are:

Monday to Friday - 8am to 8pm Saturday - 9am to 1pm

**You** may approach the Financial Ombudsman Service if **you** have not received a satisfactory response after 8 weeks of **your** complaint being received. Once **we** have issued **our** final response **you** have 6 months from the date of **our** final response to **your** complaint to refer the matter to the Financial Ombudsman Service. **We** will remind **you** of the time limits in **our** final response. Following the complaints procedure does not affect **your** right to take legal action

## How to make a claim

If **you** need to report a claim in respect of Legal Expenses please refer to the Customer Services Information section under Section 6 of this policy wording.

For all other claims the procedure is as follows:

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help, this is exactly what **we** provide. Whatever the problem big or small, **we** are here to help **you**.

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

Call our claims helpline on **00 800 00 01 02 03**. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information and/or **we** may wish to arrange a visit and inspection.

To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the General Conditions and Exclusions on pages 18-20.



## Guidance when making a claim

### Claim Notification

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

Directions for claim notification are included under general conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Please see the General Conditions and Exclusions on pages 18-20 for full information.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

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

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

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

Claims will only be considered if **your** monthly premium payment has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

### Preferred suppliers

**We** take pride in the claims service **we** offer to our customers. Our philosophy is to repair or replace lost or damaged property, where **we** consider it appropriate, and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

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

## Ageas Assistance Helplines

**Your** Forces Mutual Kit & Contents policy gives **you** access to the following helplines, all of which are available 24 hours a day, 7 days a week, 365 days a year. The helplines are totally confidential and are provided on behalf of Ageas Insurance Limited by DAS Law Limited and / or a law firm on behalf of DAS. DAS Law Limited (DAS) are authorised and regulated by the Solicitors Regulation Authority (registered number 423113) Registered Office: North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Company Number 5417859. To use any of the helplines below, please telephone 0117 934 2174 and advise the service **you** require:

### Identity Theft Service

DAS will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft. This helpline is open 8am-8pm, seven days a week.

### Counselling service

DAS will provide **you** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which DAS refer **you**. This helpline is open 24 hours a day, seven days a week.

### Health and Medical information service

DAS will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. DAS can provide information on what health services are available in **your** area, including local NHS dentists. **Health and medical information is provided by qualified nurses 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

### Childcare Assistance

DAS will arrange help following an emergency (such as illness or injury to an **insured** person) if a regular childminder cannot attend or **you** have to leave children at **home** unexpectedly.

### Domestic Assistance Service

If **you** have an emergency in **your home** that needs immediate attention DAS can arrange help from a contractor. **You** must pay the contractor's costs, including any call-out charges. However, if the damage is covered by **your** policy, **you** should phone the 24 hour claims helpline straight away.

### Veterinary Assistance Service

If **your** pet is injured, DAS can help to find a vet who can offer treatment.

### Tax Advice Service

DAS offer confidential advice over the phone on personal tax matters in the UK. **Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding UK public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

## Cancellation

### Cooling-off period

If, having applied for this policy, **you** decide that it does not meet **your** insurance needs then **you** can return it to **us** within 14 days of receiving **your** insurance documents and all cover will be cancelled. On the condition that no claims have been made or are pending any premium paid will be refunded to **you**.

### Cancelling cover

**You** are entitled to cancel **your** policy at any time after the cooling-off period has expired. Cover will cease at the end of the month immediately prior to the cancellation being received by **us**, and for which a **monthly premium payment** was received by **us**.

**We** and/ or **the insurer** reserve the right to cancel this **policy** at any time by giving **you** no less than 30 days written notice to the postal address or email address **we** have on file for **you**. Any such written notice will explain **our** reasons for cancellation. This may include, but is not limited to;

- **you** fail to pay the premium when it is due;
- **you** are no longer eligible for this insurance; or
- **you** or anyone acting for **you** acts fraudulently as detailed on page 19.

An exception is if **you** default on **your monthly premium payment**, in which case cover will cease with effect from the end of the month immediately before the date of the failed collection.

If **we** cancel **your** policy no further premium will be payable by **you** and **your** right to make a claim for any event that happened before the cancellation date will not be affected.

To exercise **your** right to cancel **your** policy, please contact us on 00 800 00 01 02 03. **You** can also write to **us**, 100 Cedarwood, Chineham Park, Basingstoke, Hampshire RG24 8WD.

## Definitions

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

### General definitions

#### **Insured/Insured Person/you/your/yourself**

The person(s) named in the Schedule, their domestic partner and members of their family (ies) permanently residing with him/her/them

#### **Monthly Premium Payment(s)**

The agreed amount payable by **you** by Direct Debit each month in order that cover remains in force under the terms and conditions of this policy wording.

#### **Period of Insurance /Insured Period**

One month from the date shown on **your** insurance schedule and any further monthly period for which **we** accept a premium.



## Definitions specific to policy sections 1 to 5

### Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

### Contents

Household goods, **valuables** and personal property such as furniture and domestic appliances located within the **home**, owned by **you** or for which **you** are legally responsible and used by **you** for **your** own private purposes. This definition excludes **temporary issued kit**, issued kit and **personal possessions**.

### Credit Card

Credit, cheque, bankers or cash dispenser card issued to **you** or any member of **your** family in the United Kingdom (including Eurocards).

### Excess

The amount **you** have to pay in respect of each occurrence. This means that the **excess** will be applied to each separate incident of loss or damage.

### Home

**Your** normal place of residence, including any domestic outbuildings and garages if they form part of the property, at the address shown in the Schedule.

### Insurer/the insurer

Ageas Insurance Limited.

### Issued Kit

Service uniform, clothing and equipment which is issued to **you** on a permanent basis, or purchased by **you** for **your** sole use.

### Laptops

Portable personal computers including notebooks, netbooks, iPads and tablets.

### Personal Money

Cash, cheques, postal and money orders, travel tickets, travellers cheques, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, petrol coupons and season tickets all held for social, domestic or charitable purposes.

### Personal Possessions

Items of a personal nature such as clothing and electronic devices designed to be worn or carried, owned by **you** or for which **you** are legally responsible and used by **you** for **your** own use including jewellery, pedal cycles, sports equipment, mobile telephones, laptops, iPods, MP3 players and GPS's, ceremonial swords and contact lenses.

### Temporary Issued Kit

Service uniform, clothing and equipment issued to **you** on temporary charge.

### Unoccupied

Insufficiently furnished for normal habitation or has not been lived in for more than 120 consecutive days.

### Valuables

Stamp, coin or medal collections, curios, pictures, other works of art, articles of gold, silver or other precious metal, or fur.

### We/our/us

PMGI Limited, trading as Forces Mutual.

## Definitions specific to policy section 6

### Adviser

The **insurer's** specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by **you**.

### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the adviser.

### Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### Company/we/our/us

Arc Legal Assistance Limited.

### Conflict of Interest

Situations where **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **you** without your knowledge or permission with intent to commit or assist another to commit an illegal act.

### Insured Incident

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

In a claim arising from **identity fraud** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people. In a claim arising from a criminal prosecution the **insured incident** is the date on which the alleged offence was committed or started to be committed.

### Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

### Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance; or
- The defence of criminal prosecutions

### Maximum Amount Payable

The maximum payable in respect of an Insured Incident is £25,000.

### Standard Advisers' Costs

The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.

### Territorial Limits

Personal Injury Section: Worldwide excluding USA and Canada

**All other sections: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.**

## Section 1 - service equipment and personal possessions (in and away from the home)

### Cover

### Exclusions (See also General Exclusions)

The amount of the **excess** shown in **your** Schedule

Accidental loss of or **accidental damage** to **issued kit, temporary issued kit and/or personal possessions**

Securities and documents of any kind.

Damage caused by pets.

Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £1,000.

Motor vehicles, trailers, caravans, trailer tents, airborne, waterborne or underwater craft (other than windsurfers, sailboards and surfboards) and parts, accessories and fittings of any of these.

Pedal cycles, contact lenses, ceremonial swords, mobile telephones, laptops, Ipods, MP3 Players and GPS's. Unless specified in the Schedule.

Any items exceeding £1000 in value unless specified in the policy Schedule.

In respect of pedal cycles only: (where specified in the Schedule) Theft unless in a locked building or securely locked to an immovable object.

Loss of or damage to pedal cycle accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or damaged at the same time.

Confiscation by Customs or other officials.

Loss of or damage to model aircraft/boats/cars and parachutes whilst in use.

Damage to sports racquets, sticks, bats and clubs while in play.

Loss of items which have been deliberately left unattended unless necessitated by or in the course of military duty.

## Section 2 - contents in the home

### Cover

#### Exclusions (See also General Exclusions)

The amount of the **excess** shown in **your** schedule **except part a,ii where the excess is £150**. An **excess** of £250 will be applied if the transit is within three months of the policy start date.

Exclusion applicable to entire section except b:

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a) Accidental loss of or damage to **contents**:

- i) in the home (or outside if within the boundaries of the land belonging to the **home**)
- ii) in transit by professional removers or military transport (except when loaned to **you** for personal use) including storage in the ordinary course of transit
- iii) in a depository but only in respect of fire, explosion, lightning, earthquake, smoke, flood and theft or attempted theft involving forcible and violent entry to or exit from the depository
- iv) while temporarily removed from the **home** to any other private dwelling, hiring or married quarter, barrack or similar military establishment anywhere in the world, subject to a maximum of 25% of the sum insured for **contents** in the **home**.

Securities and documents of any kind.

Damage caused by pets.

Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £1,000.

Motor vehicles, trailers, caravans, trailer tents, airborne, waterborne or underwater craft (other than windsurfers, sailboards and surfboards) and parts, accessories and fittings of any of these.

Any **valuable** exceeding £1000 in value.

Property insured by any other policy.

Any part of or fixtures to the structure of the **home** including ceilings, wallpaper and the like household goods used for business or professional purposes.

Theft or malicious damage caused by **you, your** paying guests or tenants.

**Accidental damage** occurring while the **home** is lent, let or sub let.

Theft by deception unless deception is used solely as a means to enter the **home**.

In respect of **unoccupied homes** only:

- Theft of household goods unless involving entry to or exit from the locked home by forcible and violent means
- Theft of **valuables**

## Cover

## Exclusions

	<p>The following exclusion applies to homes which are left insufficiently furnished for normal habitation or have not been lived in for more than 60 consecutive days:</p> <p>Loss or damage caused by escape of water from water tanks, pipes or apparatus or fixed heating installation during the period October to March unless the central heating system is switched on and set at a continuous minimum temperature of 14 degrees Celsius.</p>
b) Loss of or damage to food in a freezer not exceeding £500 in respect of any one occurrence caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.	Loss or damage to food in freezers caused by the power supply authority or its employees deliberately cutting off or reducing the supply
c) If keys to the locks of: i) external doors of the private dwelling, hiring or married quarter;  ii) alarm systems or domestic safes therein are stolen <b>we</b> will pay the cost of replacing locks or lock mechanisms up to £250	
d) During the period of one calendar month before and one calendar month after the wedding day of an <b>insured person</b> the <b>contents</b> in the <b>home</b> sum insured specified in the Schedule is increased by £3,000 to cover wedding gifts.	<p>Loss or damage that can be recovered under another insurance.</p> <p>Any amount exceeding £1000 for any one <b>valuable</b> unless agreed in writing by <b>us</b> or on <b>our</b> behalf.</p>
e) During the month of December the contents in the <b>home</b> sum insured specified in the Schedule is increased by £3000.	<p>Loss or damage that can be recovered under another insurance.</p> <p>Any amount exceeding £1000 for any one <b>valuable</b> unless agreed in writing by <b>us</b> or on <b>our</b> behalf.</p>
f) If the <b>home</b> is made uninhabitable as a result of damage to <b>your contents</b> <b>we</b> will pay the <b>reasonable costs</b> of similar short term accommodation and <b>reasonable costs</b> of storage of furniture for <b>your</b> family. The most <b>we</b> will pay is 30% of the total sum insured chosen.	Any costs an insured person would have to pay once the <b>home</b> can be lived in again.

Any payment will be based on the nearest equivalent accommodation (to your home) that is available at the time of the event. In order to receive this benefit **you** must get **our** agreement before incurring an expenses.

g) **We** will pay £5000 if **you** die as a direct result of injury caused by:

- i) fire, explosion, lightning or thieves in the home
  - ii) an accident whilst travelling anywhere in the world as a fare paying passenger in any road or rail conveyance within 90 days of such injury occurring
- 

### **Claims settlement sections 1 and 2**

At **our** option **we** will indemnify **you** by replacement, reinstatement, repair or payment. Where **we** are able to replace the property, payment will be limited to the cost of replacement by **our** preferred supplier. The total amount payable by **us** in respect of loss or damage arising out of one occurrence shall not exceed the sum(s) insured.

### **Wear and tear**

In settling claims for total loss or damage beyond economic repair there will be no deduction for wear and tear or depreciation except for household linen and clothing (other than mess kit and service dress).

### **Valuables and jewellery**

The limit of **our** liability in respect of loss of or damage to any single item of **valuables** and jewellery shall not exceed £1000 except as otherwise agreed in writing by **us** or on **our** behalf.

### **Average**

If, when the loss or damage happens, the sum insured on **your** Schedule is less than the cost of replacing all the property covered as new **we** will only pay for part of the loss or damage. For example if **your** sum insured only covers 80% of the cost of replacing the property insured **we** will only pay 80% of **your** claim.

### **Matching items**

**We** will not pay for the cost of replacing any undamaged items forming part of a set (other than a pair), suite or other article of a uniform nature design or colour including carpets when damage occurs to a specific part or within a clearly identifiable area and replacements cannot be matched.



## Section 3 - personal money and credit cards

### Cover

**Exclusions** (See also General Exclusions)  
The amount of the **excess** shown in **your** Schedule

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a) **Personal Money** not exceeding £500

Securities

b) Financial loss not exceeding £500 in respect of any one occurrence as a result of misuse by any unauthorised person following loss or theft of any **credit card** provided **you** comply with the terms under which the card was issued.

Shortages due to error or omission.

Losses not reported to the police.

Losses of **credit cards** not reported to the card issuing company within 24 hours of discovery.

Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.

## Section 4 - tenants liability

### Cover

**Exclusions** (See also General Exclusions)  
The amount of the **excess** shown in **your** Schedule

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The **insured's** liability either;

- i) as Licensee under a Service Licence to Occupy Service Family Accommodation (SFA), or;
- ii) arising from an agreement to occupy Service Single Living Accommodation (SLA) as provided for under Tri-Service Accommodation Regulations JSP464, for accidental damage to the buildings, fixtures, fittings and household goods in the **home**, up to a maximum of £20,000 for any one claim or series of claims arising from any one insured event
- iii) as a tenant under a private tenancy agreement for accidental damage to landlords fixtures, fittings and household goods in the home for which you are responsible, up to a maximum amount of either £2,500 or 30% of the total sum insured chosen for section 2 - **contents** in the home whichever is the greater, in respect of any one claim or series of claims arising from any one insured event.

### Claims settlement section 4

If the policy is not in force for the full period of the occupancy any liability will be adjusted pro rata to the period insured unless the liability relates to a specific reported incident of damage within the **period of insurance**.

The **excess** shall be applied to each and every occurrence.

## Section 5 - personal liability

### Cover

Your legal liability:

- as occupier of **your home** and its land
- as individuals
- as an employer to any of **your** families domestic employees;

to pay damages and costs to others which arise from any single event occurring during **the period of insurance** which results in:

- accidental death, disease, illness or accidental physical injury to anyone
- **accidental damage** to physical property

The most **we** will pay is the limit shown on **your** Schedule plus defence costs agreed by **us** in writing.

### Exclusions

(See also General Exclusions)

- a) anything owned by **you** or for which **you** are legal responsible
- b) **your** injury, death, disease or illness (other than **your** domestic employees who normally live with **you**)
- c) liability arising from **your** employment, trade, profession or business
- d) liability arising from **your** passing on any disease or virus
- e) liability arising from **your** ownership or use of:
  - any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs),
  - any boat, wet-bike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats & models);
  - gliders, hang gliders, caravans or trailers
- f) liability accepted by **you** under any agreement, unless the liability would exist without the agreement
- g) liability arising from **you** owning land or buildings
- h) liability covered by any other policy
- i) injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991

## General condition (applicable to the policy)

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### 1. Monthly premium payment

**You** have agreed to pay your premium monthly, please note the following will apply.

- o If **you** fail to make a monthly premium payment when it is due, **we** will recollect the payment on the next available collection date (15th or 1st of the month). If **you** fail to make this payment, or if the payment instruction has been cancelled for any reason, cover under this insurance will be cancelled by **us**. Cover will cease with effect from the end of the month immediately before the date of the first failed collection. **We** will then send **you** confirmation of the cancellation.
- o If **you** make any changes to the levels of cover provided during the **insured period**, **your monthly premium payment** amount may reduce or increase accordingly.

This policy is annually reviewable and as such **we** will inform **you** of any changes **we** make to **your** policy and **monthly premium payment** amount at this time. **You** will be notified of the revised payment amount at least 14 days in advance of the payment collection date.

## General conditions (Specific to sections 1 to 5)

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### 1. Your duty to prevent loss or damage

- a) **You** and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents, loss or damage.
- b) All property insured under this Policy shall be maintained in good condition.

### 2. Claims

#### Your duty

On the happening of any event likely to give rise to a claim under this Policy, **you** will:

- a) Notify the Military Police, RAF Police or Royal Navy Police if **your** property is lost, stolen or maliciously damaged. A claim reference number will then be appointed. Please have this to hand when making a claim.
- b) In the event of loss of or damage to **your** property whilst being moved by professional removers, notify the removal company in accordance with the terms of **your** contract with them.
- c) Without unnecessary delay **you** must provide **us** with all information **we** may reasonably require. Call **us** on 00 800 00 01 02 03 within 90 days of the incident date.
- d) Take all reasonable steps to recover any lost or stolen property and advise **us** without unnecessary delay if such property is returned to **you**.
- e) Forward all correspondence, legal process or any other document to **us** unanswered.
- f) Refrain from discussing liability with any third party.

### **Our rights**

- a) **We** will not cover any claims made after 90 days of the incident date.
- b) **We** shall be entitled to
  - i) take over and conduct in **your** name the defence or settlement of any claim or
  - ii) prosecute in **your** name for **our** own benefit any claim for payment or damages or otherwise.
  - iii) **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
  - iv) No property may be abandoned to **us**.

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

### **3. Fraud**

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by **you** or anyone acting on **your** behalf all benefit under the Policy shall be forfeited.

### **4. Eligibility**

Policyholders must be under 80 years of age.

### **5. Other Insurance**

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

### **6. Changes in circumstances**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out or make changes to **your** policy.

If the information provided by **you** is not complete or accurate:

- **We** or **the insurer** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** or **the insurer** may revise the terms and or change the **excess**, or
- The extent of the cover may be affected.

### **7. Index linking**

The sums insured shown in the schedule under Section 1 Service Equipment and Personal Possessions (other than in respect of specified items), and Section 2 Contents in the Home will be adjusted at monthly intervals and amended annually on the anniversary of the date the policy was first taken out. The sums insured will be amended using the Consumer Durables section of the Retail Price Index or an alternative similar index. If the index value shows a reduction the sums insured will remain unchanged.

The amended sums insured and premium will be shown on a revised schedule that will be issued on the anniversary of **your** policy. General exclusions (Specific to sections 1 to 5)

## General exclusions (Specific to sections 1 to 5)

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This Policy does not cover

### 1. War risks

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

### 2. Terrorism

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

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

### 3. Radioactive contamination

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

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

### 4. Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### 5. Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### 6. General (This Exclusion applicable only to Sections 1, 2 and 5)

Damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause, the process of cleaning, washing, repairing or restoring any article, electrical or mechanical breakdown or any indirect loss.

### 7. Deliberate act

Loss or damage caused intentionally by **you**.



## Section 6 – legal expenses

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### Legal Expenses provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of dispute

### Terms of cover

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

If a claim is accepted under this insurance, **we** will appoint our panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers Costs as detailed under the separate sections of cover up to the **maximum amount payable** where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) **The legal action** takes place within the **territorial limits**.  
This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the Insurer in connection with the **legal action**.

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### Cover

Consumer Pursuit

#### What is insured

Costs to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use.

The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

### Exclusions

#### What is not insured:-

##### Claims

- a) Where the amount in dispute is below £250 plus VAT.
- b) Where the breach of contract occurred before **you** purchased this insurance.
- c) Arising from a dispute with any government, public or local authority.
- d) Arising from the purchase or sale of **your** main home.
- e) Relating to a lease tenancy or licence to use property or land.
- f) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

- g) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- h) Directly or indirectly arising from planning law.
- i) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.

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## Consumer Defence

### What is insured

Costs to defend a **legal action** brought against **You** following a breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

### What is not insured:- Claims

- a) Where the amount in dispute is below £250 plus VAT.
- b) Where the breach of contract occurred before **you** purchased this insurance
- c) Arising from a dispute with any government, public or local authority.
- d) Arising from the sale or purchase of **your** main home.
- e) Relating to a lease tenancy or licence to use property or land.

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## Personal Injury

### What is insured

Costs to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

### What is not insured:- Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) Arising from stress, psychological or emotional injury
- c) Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **you**

## Clinical Negligence

### What is insured

Costs to pursue a **legal action** for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in **your** personal injury or death against the person or organisation directly responsible.

### What is not insured:- Claims

- a) Arising from the failure or delay to correctly diagnose **your** condition.
- b) Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures.
- c) Arising from stress, psychological or emotional injury.
- d) Arising from illness, personal injury or death caused gradually and not caused by a specific identified act of surgery, clinical or medical procedure.

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## Personal Identity Fraud

### What is insured

- a) Costs arising from **identity fraud**:
  - (i) To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from.  
Cover is only available if:
    - **You** deny having entered into the contract
    - The contract was entered into during to **insured period**
    - The amount in dispute is over £125 plus VAT
  - (ii) to pursue a **legal action** against an organisation that has, in the opinion of the insurers, negligently caused **you** to suffer financial loss as a result of **identity fraud** providing the financial loss occurred after **you** first purchased this insurance.
  - (iii) to represent **you** at an interview at a police station prior to formal charges being made against **you**. Cover is only available where **you** deny the alleged offence on the basis that **you** have been a victim of **identity theft** not where there is a case of mistaken identity or an allegation of mistaken identity.

### What is not insured:- Claims

- a) Where **you** have not been the victim of **identity fraud**.
- b) where **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an **insured incident**.
- c) Where the **identity fraud** has been carried out by somebody living with **you**.
- d) For costs where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, the Ministry of Defence or any other insurance policy.
- e) For costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

**You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

- (iv) to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name which are seeking monies or have sought monies from **you** as a result of **identity fraud**.
  - (v) in order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**.
- b) reasonable costs incurred by the **you** relating to the sending of correspondence and telephone calls to financial institutions, credit rating agencies, the **adviser** or the police as a result of **identity fraud**.
  - c) reasonable lost earnings incurred by **you** of up to £500 per week for a maximum period of six weeks as a result of having to meet or deal with financial institutions, credit rating agencies, the **adviser** or the police as a result of **identity fraud**.
  - d) up to £200 for the costs of replacing **your** passport or driving licence should **you** have a reasonable requirement to replace either of them as a result of **identity fraud**.
  - e) repeat charges incurred by **you** when Reapplying for credit for which a previous application was declined as a result of **identity fraud**.

## Criminal Prosecution Defence

### What is insured

- a) **advisers' costs** to defend a **legal action** in magistrates court after any event which results in criminal proceedings being brought against **you**, including making an appeal against **your** conviction or sentence. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so.
- b) if **you** are committed to stand trial in a crown court the **insurers** will pay a sum equal to any assessed income based contribution payable towards the costs of **your** defence incurred under the Crown Court Means Testing scheme limited to the amount which **you** would be assessed as being required to pay in the absence of this insurance contract. For the avoidance of doubt, neither our resources, the resources of the Insurers or the resources of any other party involved in the provision of this insurance are otherwise available to **you** in order to meet such costs as **you** may be assessed as being required to pay under the Crown Court Means Testing scheme.

Where **we** believe that it is not appropriate to apply for legal aid **we** reserve the right to fund **your** defence by other means.

### What is not insured:-

#### Claims

- a) Arising from any action brought against **you** under the terms and/ or conditions of or for the breach of the terms and/ or conditions of a Representation Order Under the Crown Court Means Testing scheme.
- b) For any amount **you** are ordered to pay in excess of the pre-conviction income based contribution under the Crown Court Means Testing scheme.
- c) Where **you** do not apply for a Representation Order under the Crown Court Means Testing scheme.
- d) Where **you** do not provide information requested under the Crown Court Means Testing scheme.
- e) Where **you** do not keep to the terms of the Representation Order.
- F) where **you** do not use an **adviser** that can act under the terms of a representation order under the crown court means testing scheme.
- G) arising from parking offences which **you** do not get penalty points on **your** licence for.
- H) arising from any **insured incident** intentionally brought about by **you** or any prosecution deliberately solicited by **you**.
- I) for **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, the ministry of defence or any other insurance policy.

## Service Disputes

### What is insured

Costs to pursue a claim against the Ministry of Defence arising from discrimination or bullying amounting to harassment against **you** as defined by the Equality Act 2010 and any amending legislation.

### What is not insured

Costs where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, the Ministry of Defence or any other insurance policy.

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## Social Media Defamation

### What is insured

Following defamatory comments made about **you** through a social media website, **standard advisers' costs** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **you** are also covered for **standard advisers' costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What is not insured

Claims where **you** are not aged 18 years or over.

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## General exclusions (specific to section 6)

### 1. There is no cover where

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) an estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
- c) 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.

### 2. There is no cover for

- a) claims over loss or damage where that loss or damage is insured under any other insurance
- b) claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**
- c) Any claim **you** make which is false or fraudulent or exaggerated
- d) Costs if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

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

- a) A dispute between **you** and someone **you** live with or have lived with
- b) **your** business trade or profession other than in relation to the 'Criminal Prosecution Defence' or 'Service Disputes' sections of cover
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases.

### 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 (specific to section 6)

### 1. Claims

- a) **you** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity fraud**, these must be reported within 45 days of **you** becoming aware of the incident.
- b) **we** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
  - i) **you** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- c) the **adviser** will:-
  - i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment 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 cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - v) submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vi) attempt recovery of costs from third parties.
- d) in the event of a dispute arising as to **advisers' costs** **we** may require **you** to change adviser.
- e) **the insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- f) **you** shall supply all information requested by the **adviser** and **us**.
- g) **you** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) **you** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

### 2. Prospects of Success

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

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

### 3. 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.

### 4. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## Customer services information (specific to section 6)

### How to make a claim

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit 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.

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

### Customer Service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

#### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

**Tel:** 0344 770 9000

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

#### The Financial Ombudsman Service contact details are:-

Exchange Tower, London, E14 9SR

**Telephone Number:** 0800 0234 567

free for people phoning from a "fixed line", for example, a landline at home

**Telephone Number:** 0300 1239 123

free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

**E-mail:** [complain.info@financial-ombudsman.org.uk](mailto:complain.info@financial-ombudsman.org.uk)

**Web:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**The Financial Ombudsman Service opening hours are:**

Monday to Friday - 8am to 8pm Saturday - 9am to 1pm

## Telephone taping

For **our** joint protection all telephone calls may be recorded and/or monitored.

## Law applicable to contract

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.)

## Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

## Your Personal Information

For the purpose of this notice on how **we** use **your** personal information “**We, Us, Our**” refers to any or all of the below companies who handle **your** data:

Ageas Insurance Limited

PMGI Trading as Forces Mutual

Arc Legal Assistance

Inter Partner Assistance SA

**We** collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security and in accordance with the Data Protection Act.

**We** will only share **your** information in the following circumstances:

It is allowed by law

It has been authorised by **you**

It is to prevent fraud

It is provided to recovery operators or other suppliers as required to fulfil **our** obligations in this policy wording and in which case **your** information will be limited to the minimum information ordinarily required.

Under the terms of the Data Protection Act **you** have the right to ask for a copy of any personal information **we** hold about **you**. **You** also have the right to ask for correction of any information held. Any inaccurate or misleading data will be corrected as soon as possible.

## Privacy Notice

Ageas Insurance Limited is part of the Ageas group of companies. The following information is a summary of how **we** collect, use, share, transfer and store **your** information. But if **you'd** like to read **our** full Privacy notice please visit **our** website [www.ageas.co.uk](http://www.ageas.co.uk) or contact **our** Data Protection Officer at:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA  
or by emailing: [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

Forces Mutual is part of the PMGI trading group. The following information is a summary of how **we** collect, use, share, transfer and store **your** information. But if you'd like to read **our** full Privacy notice please visit **our** website [www.forcesmutual.org/about/privacy-policy](http://www.forcesmutual.org/about/privacy-policy) or contact **our** Data Protection Officer at [compliance@pmas.co.uk](mailto:compliance@pmas.co.uk) or by writing to them at the following address: Compliance Department, Alexandra House, Queen Street, Lichfield, Staffordshire WS13 6QS.

Arc Legal Assistance is a specialist provider of legal expenses insurance and related services. The following information is a summary of how **we** collect, use, share, transfer and store **your** information. But if you'd like to read **our** full Privacy notice please visit our website [www.arclegal.co.uk/privacy-statement-and-cookies-policy.html](http://www.arclegal.co.uk/privacy-statement-and-cookies-policy.html) or contact **our** Data Protection Officer at: Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

Inter Partner Assistance UK is a branch of Inter Partner Assistance SA ('IPA'). Both companies are part of the AXA Assistance Group. The following information is a summary of how **we** collect, use, share, transfer and store **your** information. But if you'd like to read **our** full Privacy notice please visit **our** website [www.axa-assistance.co.uk//Privacy+Policy/](http://www.axa-assistance.co.uk//Privacy+Policy/) or contact our Data Protection Officer at: AXA Assistance Limited/Inter Partner Assistance S.A. (UK), The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

## Collecting your information

**We** ask **you** to share lots of information, such as **your** name, address, contact details, date of birth and IP address if accessing **our** website (which is a unique number identifying **your** computer). **We** may also ask **you** to share sensitive personal information such as information regarding **your** health, credit history and/or criminal convictions.

**We** also collect information from a number of different places for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with an appropriate insurance quotation, policy and price. **We** may also need it to manage **your** policy such as when **we** deal with a claim or send **your** documents to **you**. When **you** apply for insurance, **our** decision to provide **you** with a quotation may involve an automated process. If **you** object to this being done, **we** won't be able to provide **you** with an insurance quotation.

**We** will also use **your** information where **we** feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information about previous insurance policies **you** may have purchased; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given us permission to do so, such as using or collecting sensitive information. If **you** have given us such information about someone else, **you** must have their permission to do so.

## Sharing your information

**We** share **your** information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal information without the appropriate care and protection in place.

## Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy notice for more information.

## Use and storage of your information overseas

**Your** personal information may be transferred to, stored and processed outside the European Economic Area (EEA). Where **we** do this take all reasonable steps to ensure **your** personal information is adequately protected to the same level as if it has remained in the European Economic Area.

## Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, including: the right to have a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy notices via the contact details listed above.

There may be times when **we** won't be able to delete **your** information. This might be because **we** need to fulfill **our** legal and regulatory obligations or if there is a minimum period of time which **we** have to keep **your** information. If **we** are unable to fulfill a request **we** will always let **you** know **our** reasons.

## Financial Services Compensation Scheme

**We** and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme.

**You** can get more information from the Financial Services Compensation Scheme at: [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 020 7741 4100

## Endorsements

The following endorsements apply only if they are shown on your policy schedule under 'Endorsements Applicable to this Policy'.

### FFK001a - Increased Excess

The standard policy **excess** as shown against Sections 1 and 2 on **your** schedule is increased from £60 to £100.

### FFK001b - Increased Excess

The standard policy **excess** in respect of Laptop Computers, iPads, tablets etc as shown against Section 1 on **your** schedule is increased from £125 to £175.

### FFK002a - Increased Excess

The standard policy **excess** as shown against Sections 1 and 2 on **your** schedule is increased from £60 to £200.

### FFK002b - Increased Excess

The standard policy **excess** in respect of Laptop Computers, iPads, tablets etc as shown against Section 1 on **your** schedule is increased from £125 to £200.

### FFK003a - Increased Excess

The standard policy **excess** as shown against Sections 1 and 2 on **your** schedule is increased from £60 to £250.

### FFK003b - Increased Excess

The standard policy **excess** in respect of Laptop Computers, iPads, tablets etc as shown against Section 1 on **your** schedule is increased from £125 to £250.

### FFK004 - Restricted Perils (exclusion of Accidental Loss/Damage)

The cover provided under the Service Equipment & Personal Possessions and Contents in the Home sections of this policy is restricted to the following:

Loss or damage caused by theft or attempted theft, fire, lightning, explosion, smoke, earthquake, flood, storm, escape of water or oil (from fixed installations), malicious damage, riot or civil commotion, subsidence, impact (by vehicles, aircraft or articles dropped therefrom), falling trees or parts thereof.

### FFK005 - Theft Cover Restriction

The insurance provided under the Service Equipment & Personal Possessions and Contents in the Home Sections in respect of loss or damage due to theft or attempted theft is amended as follows:

Theft or attempted theft is not covered unless force and violence are used to get in to or out of **your home**.

### FFK006 - Valuables Exclusion

This insurance excludes loss of or damage to Valuables (as defined in the policy wording), personal effects, money, **credit cards** and clothing.

### FFK007 - Settings and Mountings

Cover under this section is provided on condition that all jewellery settings, mountings, clips and fastening are inspected and overhauled by a competent jeweller at least once every 12 months

### FFK008 - Contents cover in a furniture depository

The cover provided by the Contents in the Home Section whilst the **contents** of **your home** are stored in the furniture depository shown below is as follows:

Loss or damage by fire, lightning, explosion, earthquake, smoke, flood and

Theft or attempted theft where force and violence are used to get in to or out of a building.



#### **FFK009 - Soft and Hard contact lenses**

Cover in respect of Contact Lenses excludes Loss or damage whilst engaging in water sports. In the event of loss or damage by other causes replacement will be carried out to the original prescription only.

#### **FFK010 - Jewellery - Restricted cover in and out of safe**

The cover provided by the Service Equipment & Personal Possessions and Contents in the Home Sections excludes loss of or damage to jewellery and / or watches where the sum insured exceeds the amounts shown below.

These restrictions will not apply where the jewellery and / or watches are;

- i) in the **home** in a locked safe approved by us
- ii) in a locked safe at any **home you** are temporarily staying in
- iii) whilst being worn or carried on **your** person or in a bedroom in **your** presence.

(Total Limit £5000)

#### **FFK011 - Jewellery - Restricted cover - no safe installed**

The cover provided by the Service Equipment & Personal Possessions and Contents in the Home Sections excludes loss of or damage to any item of jewellery where the sum insured exceeds the amounts below.

These restrictions will not apply whilst the items are being worn or carried on **your** person or in a bedroom in **your** presence.

(Total Limit £5000)

#### **FFK012 - Security**

It is a condition of the insurance in respect of loss or damage to the insured property at the **home** caused by theft, malicious people or vandals that:

- 1) the final exit door is secured by a deadlock conforming to BS3621 or with a minimum of 5 levers, or a multi-point locking system which incorporates a lever or cylinder deadlock which is capable of being secured by a key from both sides of the door
- 2) patio or french windows: - hinge type are secured by key operated security bolts operating vertically internally top and bottom - sliding type are secured by key operated bolts fitted internally top and bottom
- 3) all other external doors are secured by deadlocks conforming of BS3621 or of a minimum 5 levers operation or key operated security bolts operating horizontally fitted internally top and bottom or multi-point locking systems which incorporate a lever or cylinder deadlock capable of being secured by a key from both sides of the door
- 4) all upper opening windows and skylights are fitted with key operated window locks if accessible from adjoining roofs or porches, walls, downpipes, balconies or external stairs.
- 5) all ground floor and basement opening windows and any other ground floor openings to the **home** measuring more than 22.5cm x 22.5cm (9" x 9") are secured by key operated window locking devices
- 6) all doors on domestic outbuildings and garages are fitted with key operated security devices
- 7) all panes of glass in louvre windows are securely fixed with suitable adhesive into their brackets
- 8) all external doors and windows specified above must be secured using the security devices above whenever: - there is no person in charge of the **home** within the boundaries of the land belonging to the **home** - when **your** household retire at night locking devices on windows in occupied rooms need not to be brought into operation.

### **FFK013 - Free Cover Period**

Effective from the 'Period of Insurance From' date shown on **your** schedule at the time the policy was first taken out and for the duration of the free cover period shown on **your** Kit & Personal Possessions Insurance Application Form, cover under this policy is limited to the following sections:

Section 1 – Service Equipment and Personal Possessions (in and away from the **home**)

Section 4 – Tenants Liability

Section 5 – Personal Liability

Section 6 – Legal Expenses

Furthermore the **excess** under Section 1 is reduced to £25.

Upon expiry of the free cover period cover under all sections will apply and the **excess** under Section 1 will be as shown in **your** policy **schedule**.





# Your Financial Ally

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Call us 00 800 00 01 02 03  
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