

# Reference Booklet Home and Lifestyle Insurance

Version 4.0

# 24- hour domestic emergency helplines

**How to make a claim** (except see below for Legal Expenses Insurance)

**Normal business hours:** please call your insurance advisor whose telephone number is shown on your schedule.

**Any other time** (or if your insurance advisor is unavailable): please call our 24- hour domestic emergency helpline freephone number 0800 282652.

Whichever number you call please read the following information before contacting us:

- "How to claim" and other related information under General conditions to be found at the back of your policy booklet
- "How we will settle your claim" shown under the relevant section(s) which cover the loss or damage.

To enable us to help you quickly and efficiently please have the following information available:

- policy number
- name and address of the policyholder
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost
- contact number.

## Domestic emergency helpline

If your policy provides cover under the Buildings/Buildings plus or Contents/Contents plus sections, you will have received a domestic emergency helpline card.

You can use the helpline by calling the freephone number 0800 282652 if you have an emergency in your home which:

- puts your health, or that of your household, at risk;
- creates a risk of damage to your buildings or contents; or
- creates unacceptable living conditions.

Our emergency service will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- tell you the contractor's call- out and hourly labour charges. You are responsible for paying these charges, but you can claim them back if the damage is covered by your policy.

If you cannot stay in your home, our emergency service will arrange overnight accommodation and transport to overnight accommodation. You will have to pay for the accommodation and transport.

## Legal expenses insurance - How to make a claim and legal helpline

This service is provided by DAS Legal Expenses Insurance Company Ltd. The advice given is free of charge.

Telephone number: 0845 070 0172

Please do not contact your insurance advisor or the general insurance numbers given above for legal expenses claims or enquiries.

## Assistance whilst abroad

If you have boat or caravan insurance with NFU Mutual, details of who to call for assistance, whilst you are abroad, are to be found at the back of this policy booklet.

# Thank you for placing your insurance with NFU Mutual.

## Cancellation rights

If you do not wish to accept your new cover, you may cancel the cover in writing within 14 days of receiving the policy or amendment to an existing policy. We may charge pro rata for the cover provided.

## Complaints

NFU Mutual strives to provide its customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. Should you wish to make comments of any kind about our service please contact the manager of our Regional Office or Call Centre which issued your policy. The address of our Regional Office can be obtained from the insurance advisor where you purchased your insurance.

We will take any complaint seriously and endeavour to handle it fairly, consistently and promptly. If you are not satisfied with the way in which we have dealt with your complaint please write to the Customer Services Director, NFU Mutual, Tiddington Road, Stratford upon Avon, CV37 7BJ. In the unlikely event that you remain dissatisfied, the Financial Ombudsman Service may be prepared to review your complaint. No charge is made for this service and you should write to:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Telephone 0845 080 1800

Please always quote your policy number as it will enable your complaint to be dealt with promptly.

## Language

The contract and other documents are drawn up in the English Language. We will communicate with you in English throughout the duration of this policy.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the Scheme if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7892 7300.

## Statutory status

You can check our statutory status on the Financial Services Authority's Register at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our FSA registration number is 117664.

## Data protection notice

The National Farmers Union Mutual Insurance Society Limited is the data controller and will process personal information in accordance with the Data Protection Act 1998. We may check and / or pass some or all of the personal information we obtain in connection with your insurance or claim to other insurance companies in order to administer the policy for underwriting and for claims handling purposes, to our appointed service providers and reinsurers, to regulatory or other organisations so that we can comply with our obligations and to databases and fraud prevention or credit reference agencies. We may use your information to carry out research. It may be necessary to transfer your information to other companies outside the European Economic Area for any of the above purposes and /or for systems administration. We will take steps to ensure your privacy rights are protected. We may search the agencies and databases we have described to:

- help make decisions about the provision and administration of insurance and credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account and insurance policies;
- check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity;
- in the event of any incident or claim, or at the time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply, on request, further information about the databases and agencies we have described.

**You have a right to ask us for a copy of the personal information we hold about you if you apply to us in writing.**

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# Policy introduction

In return for you paying your premium and us accepting it, we will insure you in line with the terms of your policy for accidental loss, injury or damage which occurs within the territorial limits during the period of insurance.

This policy is evidence of the contract between you and us, and is based on the information you provided, which is confirmed in the statement of insurance.

This policy, schedule and any endorsements describe the cover we are providing. Please read all the documents carefully to make sure you have the cover you need.

This contract and the relationship between NFU Mutual and you shall be governed by, and interpreted in accordance with, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English Courts.

A handwritten signature in black ink that reads "Steve Bower". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Steve Bower  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Limited

Note: The issue by US to YOU of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at our registered office.

# Definitions

Where the words listed below appear in YOUR POLICY in capital letters the following definitions will apply.

## **ACCIDENT**

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions which happens during the PERIOD OF COVER.

## **ACT OF TERRORISM**

The use, or threatened use, of biological, chemical and/or nuclear force or contamination by any person or group of people 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.

## **ALTERNATIVE TREATMENT**

Treatment for an accident, illness or disease carried out by a person who is not a VET.

## **BOAT**

The boat described on YOUR SCHEDULE, including its equipment, launching trolley and life jackets.

## **BUILDINGS**

YOUR HOME and its:

- walls, gates, hedges and fences;
- tennis hard courts, swimming pools and hot tubs; and
- terraces, drives and footpaths.

Also, any fixtures and fittings which belong to YOU.

WE do not cover DAMAGE to:

- swimming pool covers;
- television, radio or satellite aerials, masts, receivers and their fittings, wind turbines or close circuit television cameras and their fittings and masts, unless YOU rent YOUR HOME to another person who is not a member of YOUR FAMILY;
- polytunnels.

## **BUSINESS ADDRESS**

The HOME, GARDEN and land attached to the GARDEN used for DOMESTIC purposes and the HOMEWORKER BUSINESS.

## **CARAVAN**

The caravan described on YOUR SCHEDULE and its:

- awnings and toilet tents;
- furniture, fixtures and fittings and household goods while kept in or on the caravan.

WE do not cover personal belongings.

## **CAT**

The cat owned by YOU described in the SCHEDULE.

# Definitions

## **CONTENTS**

For definition see start of the Contents or Contents plus section.

## **CREDIT CARDS**

Credit, cheque, bank or cash cards issued inside the TERRITORIAL LIMITS and used for private purposes.

## **DAMAGE**

Unexpected and unintended loss or damage.

## **DOG**

The dog owned by YOU described in the SCHEDULE.

## **DOMESTIC**

Relating to the private activities of YOU or YOUR FAMILY.

WE do not cover any business or profession, including growing agricultural or horticultural produce, or rearing livestock for profit.

## **EMPLOYEE(S)**

A person working for YOU in a DOMESTIC capacity or, if insured under this POLICY, YOUR HOLIDAY ACCOMODATION or HOMEWORKER BUSINESS, who is:

- under a contract of service or apprenticeship with YOU;
- a labour master, or labour- only subcontractor or a person supplied by either of them;
- working under a recognised work experience or training scheme;
- self- employed;
- borrowed by or hired to YOU or YOUR FAMILY;
- a voluntary helper.

## **EUROPE**

All countries forming the mainland of Europe including their islands, Morocco and Turkey, but excluding all countries of the Russian Federation or the former USSR.

# Definitions

## **EXCESS**

The amount of each claim which YOU must pay.

## **EXCLUDED RISKS**

- wear and tear or loss of value;
- moths, vermin, insects or fungus;
- the process of dyeing, cleaning, altering or repairing;
- DOMESTIC animals which belong to, or are the responsibility of, YOU or YOUR FAMILY;
- any cause which happens gradually;
- items seized or confiscated by any legal authority;
- electrical or mechanical breakdown.

## **FAMILY**

Any of YOUR relatives, partner and foster children all of whom normally live in YOUR HOME.

## **FATAL INJURY**

Injury caused by accidental and visible means which, inside 30 days, results in death or requires the animal to be PUT TO SLEEP.

## **GARDEN**

The land adjoining YOUR HOME which is used for DOMESTIC purposes.

## **HIGH RISK ITEM(S)**

For definition see start of Contents plus section.

## **HOLIDAY ACCOMMODATION**

Accommodation for paying guests.

## **HOLIDAY HOME**

The HOME YOU use to provide HOLIDAY ACCOMMODATION.

## **HOME**

The house, garages, glasshouses, stables and outbuildings described on YOUR SCHEDULE all used for DOMESTIC purposes.

## **HOMEWORKER BUSINESS**

YOU or YOUR FAMILY'S business as shown on YOUR SCHEDULE.

# Definitions

## HUMAN DISEASE

These are:

Acute Encephalitis	Paratyphoid Fever
Acute Poliomyelitis	Plague
Anthrax	Rabies
Cholera	Rubella
Diphtheria	Scarlet Fever
Dysentery	Smallpox
Leptospirosis	Tetanus
Malaria	Tuberculosis
Measles	Typhoid Fever
Meningococcal Infection	Viral Hepatitis
Mumps	Whooping Cough
Ophthalmia Neonatorum	Yellow Fever

## ILLNESS

Any sudden and unexpected deterioration in health, not caused by bodily injury, which first began during the PERIOD OF COVER, which prevents YOU from doing all parts of YOUR JOB.

WE do not cover any disease caught in any country other than those in EUROPE, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

## INDEX LINKING

The monthly adjustment WE will make to the limit YOU have chosen. YOUR renewal premium will be based on the adjusted amount. WE work out the adjustment as follows:

- For the Buildings and Buildings plus sections - in line with the Royal Institution of Chartered Surveyors' House Rebuilding Cost Index.
- For the Contents, Contents plus, Personal belongings and Jewellery covers - in line with the Retail Price Index.

WE may at OUR option use other indexes.

## JEWELLERY

Articles of personal adornment containing gemstones, gold, silver, platinum or other precious metals or alloys and watches.

## JOB

YOUR occupation as shown on YOUR SCHEDULE.

## LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent:

- loss or loss of use of one or more hands or feet;
- loss of sight in one or both eyes;
- loss of speech;
- loss of hearing in both ears.

## MONEY

- cash, cheques and traveller's cheques;
- postal or money orders and postage stamps;
- National Savings stamps or certificates and Premium Bonds;
- trading stamps and luncheon vouchers;
- travel tickets;
- gift tokens;
- phone cards;
- sporting season tickets.

WE do not cover stamps forming part of a collection.

# Definitions

## **MOTORISED VEHICLES**

Any mechanically propelled vehicle or caravan or trailer attached thereto, other than:

- DOMESTIC garden equipment;
- electrically powered
  - invalid scooters,
  - wheelchairs,
  - pedal cycles,
  - toys,
  - golf trolleys and buggies;
- model planes, boats and trains not intended for the carriage of people.

## **OFFICIAL DOCUMENTATION**

The documentation required in accordance with the terms of the UK Government's Pets Travel scheme.

## **PARTIAL DISABILITY**

A disability which prevents YOU from doing most of YOUR JOB.

## **PERIOD OF COVER**

As stated on YOUR SCHEDULE and for any further period for which WE accept the premium.

## **POLICY**

Everything in this document, YOUR SCHEDULE and the endorsements which apply.

## **PRODUCTS**

Goods (including their labels and containers) manufactured or sold in connection with the HOMEWORKER BUSINESS during the PERIOD OF COVER.

## **PUT TO SLEEP**

Euthanasia which is immediately carried out following certification by a VET that not to do so would be an act of cruelty.

## **QUALIFYING COUNTRIES**

All countries which form part of the UK Government's Pets Travel scheme.

## **SCHEDULE**

The latest schedule forming part of YOUR POLICY.

## **SPEEDBOAT**

A craft fitted with an:

- inboard engine with a design speed of over 20 mph; or
- outboard motor of over 17 hp.

## **TERRITORIAL LIMITS**

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, including journeys between them.

## **TOTAL DISABILITY**

A disability which totally prevents YOU from doing YOUR JOB. If YOU are not in paid work, 'YOUR JOB' will mean 'paid work of any kind'.

## **Definitions**

### **UNOCCUPIED**

This is when the HOME is:

- insufficiently furnished for normal occupation for more than 14 days; or
- furnished but not used to provide overnight accommodation for YOU or any visitor with YOUR permission for more than 60 consecutive days.

### **VALUABLE(S)**

For definition see start of Contents section.

### **VET(S)**

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

### **WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.

### **YOU, YOUR, YOURSELF**

Every person or organisation described on your SCHEDULE.

# Buildings plus

## What is insured

DAMAGE to YOUR BUILDINGS.

## What is not insured

DAMAGE caused by EXCLUDED RISKS or shown elsewhere in this cover as not insured.

Smoke DAMAGE caused by any gradual process.

Theft or malicious damage caused by YOU, YOUR FAMILY, any tenant or paying guest.

DAMAGE due to:

- malicious people or vandals;
- theft or attempted theft;
- water and oil leaking from or frozen in:
  - any fixed DOMESTIC installation or any DOMESTIC appliance, and
  - a fixed heating installation or tank;while YOUR HOME is UNOCCUPIED.

DAMAGE to gates and fences caused by storm or flood.

DAMAGE caused by:

- frost;
- rising ground water levels or other gradually operating cause.

DAMAGE by subsidence, heave or landslip of the site on which YOUR BUILDINGS stand:

- to walls, gates, fences, hedges, swimming pools, glasshouses, terraces, tennis hardcourts, drives or footpaths unless the HOME has been DAMAGED at the same time by the same cause;
- caused by coastal or river erosion;
- caused inside ten years of YOUR BUILDINGS being completed because of new structures settling or made up ground settling;
- to solid floors, unless the foundations beneath the supporting walls are damaged by the same cause at the same time;
- caused by demolition, structural alterations or repairing YOUR BUILDINGS;
- caused by poor workmanship, materials or design.

DAMAGE caused by leaking fumes or flue gases.

DAMAGE caused by cutting down or cutting back trees.

# Buildings plus

## What is insured

### How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing YOUR BUILDINGS.

WE will reduce YOUR benefit to allow for wear, tear or loss of value if YOU have not kept YOUR BUILDINGS well maintained.

If YOU do not repair or replace YOUR BUILDINGS, WE will pay the loss in market value or the cost of repair or replacement, whichever is the less, up to the insured rebuilding cost.

WE may, at OUR option, replace YOUR BUILDINGS or arrange for repairs to be carried out.

The most WE will pay for DAMAGE to YOUR BUILDINGS is the insured rebuilding cost for BUILDINGS shown on YOUR SCHEDULE and any extra amount for INDEX LINKING.

The amount WE pay will include any costs for:

- clearing the site (removing debris, demolition, shoring or propping up);
- professional fees (architects, surveyors and legal fees); and
- meeting building regulations requirements.

WE will not automatically reduce YOUR insured rebuilding cost after a claim.

## What is not insured

DAMAGE caused by work which involves altering, renovating, extending or repairing YOUR BUILDINGS.

The cost of maintenance or routine decoration.

DAMAGE caused by faulty design, materials or workmanship.

The amount of any EXCESS shown on YOUR SCHEDULE.

Where the amount paid exceeds £10,000 no compulsory EXCESS will be deducted.

Costs of preparing YOUR claim.

Costs:

- if YOU have received notice to meet the regulations before the DAMAGE takes place;
- relating to undamaged parts of YOUR BUILDING.

# Buildings plus

## What is insured

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

#### 1) Rent and accommodation costs

If the HOME where YOU permanently reside cannot be lived in because of DAMAGE insured by this cover WE will pay for:

- loss of rent or ground rent; or
- the reasonable costs of similar accommodation for YOU and YOUR FAMILY and YOUR DOMESTIC pets.

WE will pay these costs until YOUR HOME is fit to live in.

The most WE will pay is reasonable costs for up to two years.

#### 2) Alternative stabling

If YOUR DOMESTIC stables cannot be used because of DAMAGE insured by this cover, WE will pay the reasonable costs of alternative stabling for YOUR horses. WE will pay these costs until YOUR stables can be used again.

The most WE will pay is reasonable costs for up to two years.

#### 3) Public services

WE will pay for DAMAGE, which YOU are legally responsible for, to any cable, pipe, drain, inspection cover or underground sewage tank serving YOUR BUILDINGS.

#### 4) Sewer blockage

WE will pay for the cost of getting into and repairing the pipe between the main sewer and YOUR HOME if it is blocked.

#### 5) Trace and access

WE will pay the cost of locating the source of:

- water escaping from any fixed tank, pipe or apparatus;
- oil escaping from any heating system;

and subsequently making good the DAMAGE caused by the search.

## What is not insured

### DAMAGE:

- to pitch fibre pipes;
- caused by wear and tear;
- caused by electrical or mechanical breakdown.

### DAMAGE:

- to pitch fibre pipes;
- caused by wear and tear;
- caused by electrical or mechanical breakdown.

# Buildings plus

## What is insured

### 6) Forced evacuation

If a local authority prohibits YOU from living in YOUR HOME, as a direct result of DAMAGE that would be insured under this cover to a neighbouring property, WE will pay the reasonable costs of similar accommodation for YOU and YOUR DOMESTIC pets or any rent YOU have to pay.

WE will pay forced evacuation expenses for up to 30 days.

### 7) Acquired disability

WE will pay for essential alterations to facilitate access to YOUR HOME due to a physical or mental impairment which has a substantial and long term adverse effect on YOU or a member of YOUR FAMILY caused by illness or injury which occurred during the PERIOD OF COVER to YOU or any member of YOUR FAMILY.

The most WE will pay is £15,000.

### 8) Removing nests

WE will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from YOUR HOME.

The most WE will pay is £2,000 in any PERIOD OF COVER.

### 9) Removing trees

WE will pay for removal of YOUR trees or branches if DAMAGED as a result of storm, flood, fire, lightning, explosion, riot, malicious persons, theft, straying livestock or impact by a vehicle or aircraft and WE believe they are a threat to human life or are likely to DAMAGE property.

### 10) Removing squatters

If squatters move into YOUR HOME, WE will pay:

- the legal costs of moving the squatters out (as long as WE have agreed to these costs in writing); and
- the reasonable costs of similar accommodation for YOU and YOUR FAMILY.

The most WE will pay is £10,000 in any PERIOD OF COVER.

## What is not insured

Loss of rent due to termination of a lease agreement.

Any claim where YOU or YOUR FAMILY is entitled to payment of compensation from any other source.

Removal of trees, pruning, pollarding or lopping of branches which WE class as routine maintenance.

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

# Buildings plus

## What is insured

### 11) Non invalidation

As long as YOU tell US, as soon as YOU learn of anything which increases the risk of DAMAGE which is beyond YOUR control, YOUR POLICY will remain valid. YOU must pay any additional premium that WE ask for.

### 12) New acquisitions

WE will pay for DAMAGE to newly acquired fixtures, fittings, fitted appliances and furniture for up to 60 days from installation to allow YOU time to tell US and pay an additional premium.

The most WE will pay is 25% of the insured rebuilding cost.

### 13) Temporary removal of fixtures

WE will pay up to 10% of the insured rebuilding cost for BUILDINGS for the cost of repairing DAMAGE to permanent fixtures of the BUILDINGS which have been removed to another building, for up to 60 days, for restoration, renovation, repair or safekeeping.

### 14) Underinsurance protection

WE will pay up to 125% of the insured rebuilding cost if, at the start of the first PERIOD OF COVER or any subsequent renewal, YOU have had a professional independent valuation which is no more than three years old and insured YOUR BUILDINGS, at the time, for at least the recommended value. If YOUR BUILDINGS are not repaired or replaced WE will only pay up to the insured rebuilding cost.

### 15) Replacement locks

WE will pay for replacing and fitting locks or lock mechanisms for outside doors, safes and alarm systems in YOUR HOME if the keys are lost or stolen.

If the keys are lost the most WE will pay is £2,500.

## What is not insured

## **Buildings plus**

### **What is insured**

#### **16) Emergency services**

WE will pay for DAMAGE to the BUILDINGS and GARDEN caused by the fire brigade, police or ambulance services if they DAMAGE YOUR BUILDINGS and GARDEN as a result of attending YOUR HOME because of any DAMAGE insured under this cover.

WE will also pay up to £1,000 if they have to make a forced entry because of any other emergency.

#### **17) Protecting the buyer's interest**

If YOU are selling YOUR BUILDINGS, WE will pay the buyer for DAMAGE which happens after YOU have agreed to sell them but before the sale has gone through. WE will only do this if the:

- DAMAGE is not insured under another POLICY; or
- DAMAGE is insured under this cover of YOUR POLICY; and
- sale goes through.

### **What is not insured**

# Buildings

## What is insured

BUILDINGS are insured against DAMAGE by the following causes:

- 1) Fire, smoke, lightning, explosions and earthquakes.
- 2) Riot, civil commotion, labour and political disturbances.
- 3) Malicious people and vandals.
- 4) Any type of aircraft and anything dropped from them.
- 5) Collision involving any vehicle or animal.
- 6) Storm and flood.
- 7) Subsidence or heave of the site on which YOUR BUILDINGS stand, or landslip.

## What is not insured

Smoke DAMAGE caused by any gradual process.

DAMAGE caused:

- by YOU, YOUR FAMILY, any tenant or paying guest;
- while YOUR HOME is UNOCCUPIED.

DAMAGE caused by DOMESTIC pets which belong to, or are the responsibility of, YOU or YOUR FAMILY.

DAMAGE:

- caused by frost;
- caused by rising ground water levels or other gradually operating cause;
- to gates and fences.

The amount of the EXCESS shown on YOUR SCHEDULE.

DAMAGE:

- to walls, gates, fences, hedges, swimming pools, glasshouses, terraces, tennis hardcourts, drives or footpaths unless the HOME has been DAMAGED at the same time by the same cause;
- caused by coastal or river erosion;
- caused inside ten years of YOUR BUILDINGS being completed because of new structures settling or made- up ground settling;
- to solid floors, unless the foundations beneath the supporting walls are damaged by the same cause at the same time;
- caused by demolition, structural alterations or repairing YOUR BUILDINGS;
- caused by poor workmanship, materials or design.

# Buildings

## What is insured

- 8) Theft or attempted theft.
  
- 9) Water or oil leaking from or frozen in:
  - a) any fixed DOMESTIC installation or any DOMESTIC appliance;
  - b) a fixed heating installation or tank.
  
- 10) Falling television or radio aerials, satellite receivers, wind turbines or closed- circuit television cameras.
  
- 11) Falling trees or branches.

## Accidental loss or damage cover

(This only applies if it is shown on YOUR SCHEDULE )

- 12) YOU are also covered against any other DAMAGE.

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing YOUR BUILDINGS.

## What is not insured

DAMAGE caused:

- by YOU, YOUR FAMILY, any tenant or paying guest;
- by deception, unless someone enters YOUR HOME by deception;
- while YOUR HOME is UNOCCUPIED.

DAMAGE:

- which results in subsidence, heave or landslip on the site on which YOUR BUILDINGS stand;
- caused by leaking fumes or flue gasses;
- caused while YOUR HOME is UNOCCUPIED.

DAMAGE caused by cutting down or cutting back trees.

DAMAGE:

- which is shown anywhere in this cover as not insured;
- caused by EXCLUDED RISKS;
- caused while YOUR HOME is:
  - rented, leased or let to another person, other than a member of YOUR FAMILY;
  - or
  - UNOCCUPIED;
- caused by work which involves altering, renovating, extending or repairing YOUR BUILDINGS;
- caused by faulty design, materials or workmanship.

The cost of maintenance or routine decoration.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Buildings

## What is insured

WE will reduce YOUR benefit to allow for wear, tear and loss of value if:

- when the DAMAGE happens, YOUR insured rebuilding cost is less than the full rebuilding cost; or
- YOU have not kept YOUR BUILDINGS well maintained.

If YOU do not repair or replace YOUR BUILDINGS, WE will pay the loss in market value or the cost of repair or replacement, whichever is the less.

WE may, at OUR option, replace YOUR BUILDINGS or arrange for repairs to be carried out.

The most WE will pay for DAMAGE to YOUR BUILDINGS is the insured rebuilding cost shown on YOUR SCHEDULE and any extra amount for INDEX LINKING. The amount WE pay will include any costs for:

- clearing the site (removing debris, demolition, shoring or propping up);
- professional fees (architects, surveyors and legal fees); and
- meeting building regulations requirements.

WE will not automatically reduce YOUR insured rebuilding cost after a claim.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Rent and accommodation costs

If the HOME where YOU permanently reside cannot be lived in because of DAMAGE insured by this cover WE will pay for:

- loss of rent or ground rent; or
- the reasonable costs of similar accommodation for YOU, YOUR FAMILY and DOMESTIC pets.

WE will pay these costs until YOUR HOME is fit to live in.

The most WE will pay is 25% of the insured rebuilding cost of YOUR BUILDINGS.

## What is not insured

Costs of preparing YOUR claim.

Costs:

- if YOU have received notice to meet the regulations before the DAMAGE takes place;
- relating to undamaged parts of YOUR BUILDINGS.

# Buildings

## What is insured

### 2) Alternative stabling

If YOUR DOMESTIC stables cannot be used because of DAMAGE insured by this cover, WE will pay the reasonable costs of alternative stabling for YOUR horses. WE will pay these costs until YOUR stables can be used again.

The most WE will pay is 20% of the insured rebuilding cost for YOUR BUILDINGS.

### 3) Public services

WE will pay for DAMAGE, which YOU are legally responsible for, to any cable, pipe, drain, inspection cover or underground sewage tank serving YOUR BUILDINGS.

### 4) Sewer blockage

WE will pay for the cost of getting into and repairing the pipe between the main sewer and YOUR HOME if it is blocked.

The most WE will pay is £1,000.

### 5) Trace and access

WE will pay costs of locating the source of:

- water escaping from any fixed tank, pipe or apparatus;
- oil escaping from any heating system;

and subsequently making good the DAMAGE caused by the search.

The most WE will pay is £5,000.

### 6) Glass and sanitary ware

WE will pay for glass, ceramic hobs or sanitary ware fitted to YOUR HOME which are broken by accident.

### 7) Removing nests

WE will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from YOUR HOME.

The most WE will pay is £2,000 in any PERIOD OF COVER.

## What is not insured

### DAMAGE:

- to pitch fibre pipes;
- caused by wear and tear;
- caused by electrical or mechanical breakdown.

### DAMAGE:

- to pitch fibre pipes;
- caused by wear and tear;
- caused by electrical or mechanical breakdown.

Breakage caused while YOUR HOME is UNOCCUPIED.

# Buildings

## What is insured

### 8) Removing trees

WE will pay for removal of YOUR trees or branches if damaged as a result of any of the causes under "What is insured" numbers 1 to 11 and WE believe they are a threat to human life or are likely to DAMAGE property.

### 9) Removing squatters

If squatters move into YOUR HOME, WE will pay:

- the legal costs of moving the squatters out (as long as WE have agreed to these costs in writing); and
- the reasonable costs of similar accommodation for YOU and YOUR FAMILY.

The most WE will pay is £10,000 in any PERIOD OF COVER.

### 10) Non invalidation

As long as YOU tell US, as soon as YOU learn of anything which increases the risk of DAMAGE which is beyond YOUR control, YOUR POLICY will remain valid. YOU must pay any additional premium that WE ask for.

### 11) Replacement locks

WE will pay for replacing and fitting locks or lock mechanisms for outside doors, safes and alarm systems in YOUR HOME if the keys are lost or stolen.

If the keys are lost the most WE will pay is £1,000.

### 12) Emergency services

WE will pay for DAMAGE to the BUILDINGS and GARDEN caused by the fire brigade, police or ambulance services if they DAMAGE YOUR BUILDINGS and GARDEN as a result of attending YOUR HOME because of any DAMAGE insured under this cover.

WE will also pay up to £1,000 if they have to make a forced entry because of any other emergency.

### 13) Protecting the buyer's interest

If YOU are selling YOUR BUILDINGS, WE will pay the buyer for DAMAGE which happens after YOU have agreed to sell them but before the sale has

## What is not insured

Removal of trees, pruning, pollarding or lopping of branches which WE class as routine maintenance.

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

## **Buildings**

### **What is insured**

gone through. WE will only do this if the:

- DAMAGE is not insured under another policy;  
or
- DAMAGE is insured under this cover of YOUR POLICY;  
and
- sale goes through.

### **What is not insured**

# Contents plus

## Definitions (applicable to this cover only)

### CONTENTS

Household goods, personal belongings, HIGH RISK ITEMS, MONEY and CREDIT CARDS, which belong to, or are the responsibility of, YOU, YOUR FAMILY or any DOMESTIC EMPLOYEE.

WE do not cover:

- MOTORISED VEHICLES, their parts or accessories;
- caravans, trailers, aircraft and watercraft;
- pets or livestock;
- trees, shrubs or other plants which are not inside YOUR HOME;
- fixtures and fittings belonging to a landlord;
- the value of securities, certificates or documents of any kind except for the clerical cost of reproduction;
- property insured separately under this or any other POLICY;
- any part of the structure of YOUR BUILDINGS, other than television, radio or satellite aerials, masts, receivers and their fittings, wind turbines or close circuit television cameras and their fittings and masts which are fixed to YOUR BUILDINGS;
- interior decorations (unless listed on YOUR SCHEDULE);
- property used for any business or profession other than a mobile phone or laptop; or
- polytunnels.

### HIGH RISK ITEM(S)

- articles of gold, silver or other precious metals and precious stones other than JEWELLERY;
- collections of stamps, coins, medals, curios or wine;
- clocks and barometers;
- china, glass, porcelain, other fragile or brittle items, sculptures or statues;
- pictures, prints, drawings and works of art;
- antique furniture;
- antiquarian books and manuscripts.

# Contents plus

## What is insured

DAMAGE to YOUR CONTENTS and BOATS at an address shown on YOUR SCHEDULE and while temporarily removed elsewhere in the world.

## What is not insured

DAMAGE to JEWELLERY.

DAMAGE caused by EXCLUDED RISKS or shown elsewhere in this cover as not insured.

Smoke DAMAGE caused by any gradual process.

Theft or malicious damage caused by YOU, YOUR FAMILY, any tenant or paying guest.

DAMAGE due to:

- malicious people and vandals;
  - theft or attempted theft;
  - water and oil leaking from or frozen in:
    - any fixed DOMESTIC heating installation or any DOMESTIC appliance, and
    - a fixed heating installation or tank;
- while YOUR HOME is UNOCCUPIED.

DAMAGE caused by:

- frost;
- rising ground water levels or other gradually operating cause.

DAMAGE caused by theft or attempted theft by deception, unless someone enters YOUR HOME by deception.

Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry to the motor vehicle the most WE will pay is £1,000.

Theft of accessories from YOUR pedal cycle unless the pedal cycle is stolen at the same time.

Theft of YOUR pedal cycle away from YOUR HOME unless it is in a locked building or securely locked to something which cannot be moved.

DAMAGE which happens while YOUR pedal cycle is being used for racing or competitions.

DAMAGE caused by cutting down or cutting back trees.

DAMAGE caused by leaking fumes and flue gases.

DAMAGE to clocks by over- winding.

Losses to MONEY and CREDIT CARDS caused by mistake or loss of value.

# Contents plus

## What is insured

## What is not insured

Losses of MONEY and CREDIT CARDS not reported to the police inside 24 hours of discovering them.

Loss of CREDIT CARDS unless YOU have met all the terms and conditions of the credit card company.

Unauthorised use of CREDIT CARDS by YOU or YOUR FAMILY.

Losses while YOUR MONEY or CREDIT CARDS are left unattended when outside the TERRITORIAL LIMITS, unless they are:

- in the locked boot or locked and covered luggage compartment of a vehicle;
- in locked accommodation; or
- left with hotel security.

Property insured separately.

CONTENTS whilst in a furniture store house or in the course of any household removal.

YOUR BOAT outside the TERRITORIAL LIMITS unless somewhere in EUROPE for 60 days or less in any PERIOD OF COVER.

Theft of equipment from YOUR BOAT unless:

- YOUR BOAT is stolen;
- force is used to get into YOUR BOAT; or
- the equipment is stolen from a locked building or vehicle.

Theft of an outboard motor unless:

- YOUR BOAT is stolen;
- the motor is fastened to YOUR BOAT by a suitable anti- theft device; or
- the motor is stolen from a locked building or vehicle.

Theft of a sailboard unless:

- it is attached to a vehicle roof rack by a suitable anti- theft device; or
- it is stolen from a locked building or vehicle.

Theft of a trailer, or of YOUR BOAT while it is on a trailer, unless the trailer:

- is fitted with a suitable wheelclamp; or
- has had one of its wheels removed and taken away; or
- is in a locked building or compound; or
- is attached to a towing vehicle on a journey.

DAMAGE if YOU:

- are using YOUR BOAT for any business or profession;
- have hired out YOUR BOAT for MONEY;
- leave a SPEEDBOAT in water and unattended between 1 November and 31 March;

# Contents plus

## What is insured

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing the CONTENTS unless stated otherwise below.

If, when the DAMAGE happens, YOUR insured replacement cost is less than the cost of replacing all CONTENTS as new WE will take off an amount for wear and tear or loss of value.

WE may at OUR option, replace CONTENTS or arrange for repairs to be carried out.

The most WE will pay for:

- total unspecified HIGH RISK ITEMS;
- a single unspecified HIGH RISK ITEM;
- a single picture, print, drawing, work of art or antique furniture;
- a single item of unspecified personal belongings of clothing and other items YOU normally wear, use or carry about YOU;
- MONEY;
- unauthorised use of CREDIT CARDS;
- a BOAT;
- specified items;

is the amount shown on YOUR SCHEDULE and, for unspecified HIGH RISK ITEMS in total and specified items, any extra amount for INDEX LINKING.

## What is not insured

- leave any other BOAT in water and unattended between 1 November and 31 March unless it is in one of the following waters:
  - all Great Britain canals,
  - the River Thames and its tributaries above Teddington Lock,
  - the River Avon above Bristol,
  - Broadlands except below Yarmouth Bridge,
  - other inland non- tidal waters.

DAMAGE to any powered BOAT being used for racing or speed testing.

DAMAGE to sails and protective covers split by the wind or blown away, unless there is also DAMAGE to the structure of YOUR BOAT at the same time.

The amount of any EXCESS shown on YOUR SCHEDULE. Where the amount paid exceeds £10,000 no compulsory EXCESS will be deducted.

## Contents plus

### What is insured

For HIGH RISK ITEMS, in the event of a loss to a pair or set, which is the subject of a valid claim, WE will pay whichever is the lower of the following, but not more than the single item limit:

- the cost of restoring the DAMAGED item and the cost of depreciation following restoration as a result of the DAMAGE; or
- the cost of replacement.

However, if YOU agree to surrender the undamaged part(s) of the pair or set to US, and WE agree to accept, WE will pay the full replacement cost of the pair or set.

For pedal cycles up to two years old WE will pay the cost of repairing or replacing the pedal cycle. Once over 2 years WE will make an allowance for wear, tear or loss of value.

For BOATS WE will settle claims by paying the cost of repairing YOUR BOAT less an amount for wear, tear or loss of value. If it does not make financial sense to repair YOUR BOAT, and the BOAT is less than 12 months old, WE will pay the cost of replacing it with a new BOAT of a similar type if one is available.

For sails and protective covers over three years old WE will take off an amount for wear and tear. The most WE will pay will be two thirds of the cost of replacing them as new.

For outboard motors WE will pay the market value.

If WE know YOUR BOAT is under a hire- purchase or leasing agreement, WE will make any payment for total loss to the legal owner.

The most WE will pay for DAMAGE to other CONTENTS is the insured replacement cost shown on YOUR SCHEDULE for any HOME and any extra amount for INDEX LINKING.

WE will not automatically reduce YOUR insured replacement cost after a claim.

### What is not insured

# Contents plus

## What is insured

### Special conditions

- 1) If YOUR BOAT is a SPEEDBOAT, there must be a person who is suitably experienced, trained or qualified on board and in control while it is moving.
- 2) If YOUR BOAT is a SPEEDBOAT fitted with an inboard engine, there must be an automatic or remote controlled fire extinguisher which:
  - a) is properly installed and maintained; and
  - b) will automatically extinguish fires in the engine compartment.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

#### 1) Rent and accommodation costs

If the HOME where YOU permanently reside cannot be lived in because of DAMAGE insured by this cover WE will pay for:

- loss of rent YOU have to pay; or
- the reasonable costs of similar accommodation for YOU and YOUR FAMILY and YOUR DOMESTIC pets.

WE will pay these costs until YOUR HOME is fit to live in.

The most WE will pay is reasonable costs for up to two years.

#### 2) Forced evacuation

If a local authority prohibits YOU from living in YOUR HOME, as a direct result of DAMAGE to a neighbouring property that would be insured under this cover, WE will pay the reasonable costs of similar accommodation for YOU and YOUR DOMESTIC pets or any rent YOU have to pay.

The most WE will pay is reasonable costs for up to 30 days.

#### 3) Special events

WE will increase YOUR insured replacement cost for CONTENTS by 20% during the period of one month before and one month after a wedding day, birthday or religious festival for YOU or any member of YOUR FAMILY.

## What is not insured

Loss of rent due to termination of a lease agreement.

# Contents plus

## What is insured

### 4) Deterioration of food

WE will pay for food in a fridge or freezer in YOUR HOME which YOU cannot eat because of:

- a change in temperature; or
- contamination by fumes from the fridge or freezer.

WE will settle claims by paying the cost of replacing the food.

### 5) Contents in your garden

WE will pay for DAMAGE to CONTENTS in YOUR GARDEN.

The most WE will pay is £10,000.

### 6) Trees, plants, shrubs and lawns

WE will pay for DAMAGE to trees, shrubs, plants and lawns at YOUR BUILDINGS caused by fire, lightning, explosion, riot, malicious persons, theft, straying livestock or impact by a vehicle or aircraft.

The most WE will pay for any one tree, plant or shrub is £500 and £5,000 in total during the PERIOD OF COVER.

### 7) Loss of metered water

WE will pay for loss of metered water following DAMAGE to YOUR DOMESTIC water installations during the PERIOD OF COVER.

The most WE will pay is £5,000.

### 8) Horses

WE will pay if YOUR horse or pony is stolen or suffers FATAL INJURY.

The most WE will pay is £500.

### 9) Business equipment

WE will pay for DAMAGE to office furnishings and office equipment in YOUR HOME which are used for YOUR business.

The most WE will pay is £15,000.

## What is not insured

DAMAGE:

- caused by a deliberate power cut or reduction in power by YOUR supplier;
- caused by industrial action;
- to food held or used for any business.

Trees, shrubs or other plants.

DAMAGE caused by livestock belonging to or the responsibility of YOU or YOUR FAMILY.

Any horse or pony kept for a business or profession.

Any benefit under this extension if Homeworker cover is in force.

DAMAGE:

- to documents, manuscripts, business books and computer records, other than for the cost of materials, labour and time to replace them;
- caused by EXCLUDED RISKS;
- caused while YOUR HOME is UNOCCUPIED.

# Contents plus

## What is insured

### 10) Moving home

WE will pay for DAMAGE to CONTENTS being moved by professional removal contractors, including temporary storage up to 30 days.

### 11) Replacement locks

WE will pay for replacing and fitting locks or lock mechanisms for outside doors, safes and alarm systems in YOUR HOME if the keys are lost or stolen.

If the keys are lost the most WE will pay is £2,500.

### 12) New purchases

WE will pay for DAMAGE to CONTENTS YOU have just bought provided that YOU tell US within 60 days from the date of purchase and pay any additional premium.

The most WE will pay is 25% of the total CONTENTS insured replacement cost.

### 13) Visitor's effects

WE will pay for DAMAGE to CONTENTS belonging to any visitor while in YOUR HOME.

The most WE will pay for any one claim is £5,000 per visitor.

### 14) Underinsurance protection

WE will pay up to 125% of the insured replacement cost if, at the start of the first PERIOD OF COVER or any subsequent renewal, YOU have had a professional independent valuation which is no more than three years old and insured YOUR CONTENTS at that time for at least the recommended value.

If YOUR CONTENTS are not repaired or replaced WE will only pay up to the insured replacement cost.

### 15) Delayed baggage

WE will pay for essential items YOU, YOUR FAMILY, or a DOMESTIC EMPLOYEE travelling with YOU, has to buy if personal baggage is temporarily lost for at least 12 hours.

The most WE will pay is £250 per person.

## What is not insured

### DAMAGE:

- outside the TERRITORIAL LIMITS;
- to items made of china, glass, porcelain or other easily broken materials, unless they are packed by professional packers;
- caused by EXCLUDED RISKS;
- to HIGH RISK ITEMS whilst in storage;
- caused by theft unless following forcible and violent entry to or exit from the building in which the CONTENTS are stored.

DAMAGE covered by other insurance.

Theft from an unattended vehicle.

DAMAGE caused by EXCLUDED RISKS.

# Contents plus

## What is insured

### 16) Securities, certificates and documents

WE will pay for the cost of replacing securities, certificates and documents or similar private documents if they are DAMAGED while in YOUR HOME or lodged with YOUR mortgage lender, bank or solicitor.

The most WE will pay is £5,000 any one claim.

### 17) Downloaded information

WE will pay the cost of replacing lost or DAMAGED information which YOU have bought stored on YOUR portable entertainment equipment and mobile phones.

The most WE will pay is £1,000.

### 18) Professional counselling

WE will pay for professional counselling if YOU or YOUR FAMILY are suffering from emotional stress as a result of DAMAGE covered by YOUR POLICY.

The most WE will pay is £1,000 in any PERIOD OF COVER.

### 19) Fatal injury to you or your family

WE will pay £10,000 (£5,000 if under 18) to YOU or YOUR FAMILY'S legal representatives if YOU or YOUR FAMILY are fatally injured inside the TERRITORIAL LIMITS as a result of:

- an accident or assault in YOUR HOME or GARDEN;
- a fire in YOUR HOME;
- an accident while travelling on public transport;
- an assault in the street.

WE will only provide benefit if death follows within 12 months of the injury.

### 20) Security Upgrade

The cost of upgrading the HOME's alarm and physical protections following a physical criminal assault or an aggravated burglary at the HOME during the PERIOD OF COVER. The most WE will pay is £10,000 in respect of any one claim.

### 21) Death of an artist

WE will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any DAMAGE. YOU must be able to prove the increased value if YOU make a claim. The most WE will pay for any one piece of art is up to twice its insured replacement cost and up to £100,000 any one claim.

## What is not insured

WE will not pay for negotiable securities or negotiable bonds.

The cost of:

- remaking a film, a tape or a disc;
- rewriting the information contained on YOUR entertainment equipment or mobile phone;
- loss or distortion of information or data due to computer error or malfunction or computer virus.

# Contents

## Definitions (applicable to this cover only)

### CONTENTS

Household goods, personal belongings, VALUABLES, MONEY and CREDIT CARDS, which belong to, or are the responsibility of, YOU, YOUR FAMILY or any DOMESTIC EMPLOYEE.

WE do not cover:

- MOTORISED VEHICLES, their parts or accessories;
- caravans, trailers, aircraft and watercraft;
- pets or livestock;
- trees, shrubs or other plants which are not inside YOUR HOME;
- fixtures and fittings belonging to a landlord;
- the value of securities, certificates or documents of any kind except for the clerical cost of reproduction;
- property insured separately under this or any other POLICY;
- any part of the structure of YOUR BUILDINGS, other than television, radio or satellite aerials, masts, receivers and their fittings, wind turbines or close circuit television cameras and their fittings and masts which are fixed to YOUR BUILDINGS;
- interior decorations (unless listed on YOUR SCHEDULE);
- property used for any business or profession other than a mobile phone or laptop; or
- polytunnels.

### VALUABLE(S)

- articles of gold, silver or other precious metal, watches, jewellery and furs;
- pictures and works of art;
- collections of stamps, coins or medals.

# Contents

## What is insured

CONTENTS in YOUR HOME are insured against DAMAGE by the following causes:

- 1) Fire, smoke, lightning, explosions and earthquakes.
- 2) Riot, civil commotion, labour and political disturbances.
- 3) Malicious people and vandals.
- 4) Any type of aircraft and anything dropped from them.
- 5) Collision involving any vehicle or animal.
- 6) Storm and flood.
- 7) Subsidence or heave of the site on which YOUR BUILDINGS stand, or landslip.
- 8) Theft or attempted theft.
- 9) Water or oil leaking from or frozen in:
  - a) any fixed DOMESTIC installation or any DOMESTIC appliance; and
  - b) a fixed heating installation or tank.

## What is not insured

Smoke DAMAGE caused by any gradual process.

DAMAGE caused:

- by YOU, YOUR FAMILY, any tenant or paying guest;
- while YOUR HOME is UNOCCUPIED.

DAMAGE caused by DOMESTIC pets which belong to, or are the responsibility of, YOU or YOUR FAMILY.

DAMAGE caused by:

- frost;
- rising ground water levels or other gradually operating cause.

DAMAGE caused:

- by YOU, YOUR FAMILY, any tenant or paying guest;
- by deception, unless someone enters YOUR HOME by deception;
- while YOUR HOME is UNOCCUPIED.

Theft of MONEY while YOUR HOME is rented to another person other than YOUR FAMILY, unless force and violence has been used to get into or out of YOUR HOME.

DAMAGE:

- which results in subsidence, heave or landslip on the site on which YOUR BUILDINGS stand;
- caused by leaking fumes or flue gasses;
- caused while YOUR HOME is UNOCCUPIED.

# Contents

## What is insured

- 10) Falling television or radio aerials, satellite receivers, wind turbines or closed- circuit television cameras.
- 11) Falling trees or branches.

## Accidental loss or damage cover

(This only applies if it is shown on YOUR SCHEDULE).

- 12) YOU are also covered against any other DAMAGE.

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing the CONTENTS. WE will reduce YOUR benefit to allow for wear and tear if the claim involves pedal cycles over two years old or clothing.

WE will also take off an amount for wear, tear or loss of value if, when the DAMAGE happens, YOUR insured replacement cost is less than the cost of replacing all CONTENTS as new (less the allowance for wear and tear on pedal cycles over two years old and clothing).

WE may, at OUR option, replace CONTENTS or arrange for repairs to be carried out.

The most WE will pay for:

- MONEY;
- unauthorised use of CREDIT CARDS;
- theft of CONTENTS from garages and outbuildings;
- an unspecified single VALUABLE article;
- a specified VALUABLE;
- unspecified VALUABLES in total;

is the limit shown on YOUR SCHEDULE and, for VALUABLES in total and specified items, any extra amount for INDEX LINKING.

## What is not insured

DAMAGE caused by cutting down or cutting back trees.

DAMAGE:

- which is shown anywhere in this cover as not insured;
- caused by EXCLUDED RISKS;
- caused while YOUR HOME is:
  - rented, leased or let to another person, other than a member of YOUR FAMILY; or
  - UNOCCUPIED;
- to MONEY;
- to clocks by over- winding.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Contents

## What is insured

The most WE will pay for DAMAGE to other CONTENTS is the insured replacement cost shown on YOUR SCHEDULE and any extra amount for INDEX LINKING.

WE will not automatically reduce YOUR insured replacement cost after a claim.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Rent and accommodation costs

If the HOME where YOU permanently reside cannot be lived in because of DAMAGE insured by this cover, WE will pay for:

- loss of rent YOU have to pay; or
- the reasonable costs of similar accommodation for YOU, YOUR FAMILY and DOMESTIC pets, and of storing YOUR furniture until YOUR HOME is fit to live in.

The most WE will pay is 25% of the insured replacement cost for CONTENTS.

### 2) Special events

WE will increase YOUR insured replacement cost for CONTENTS by 10% or £5,000, whichever is the most, during the period of one month before and one month after a wedding day, birthday or religious festival for YOU or any member of YOUR FAMILY.

### 3) Deterioration of contents of fridge or freezer

WE will pay for food and business medicines and drugs in a fridge or freezer in YOUR HOME which YOU cannot use because of:

- a change in temperature; or
- contamination by fumes from the fridge or freezer.

WE will settle claims by paying the cost of replacing the food.

The most WE will pay for business medicines and drugs is £500.

## What is not insured

DAMAGE:

- caused by a deliberate power cut or reduction in power by YOUR supplier;
- caused by industrial action;
- to food held or used for any business.

# Contents

## What is insured

### 4) Contents in your garden

WE will pay for DAMAGE to CONTENTS in YOUR GARDEN by any of the causes under "What is insured" numbers 1 to 11.

The most WE will pay is £2,500.

### 5) Trees, plants, shrubs and lawns

WE will pay for DAMAGE to trees, shrubs, plants and lawns at YOUR BUILDINGS caused by fire, lightning, explosion, riot, malicious persons, theft, straying livestock or impact by a vehicle or aircraft.

The most WE will pay for any one tree, plant or shrub is £250 and £2,000 in total during the PERIOD OF COVER.

### 6) Loss of metered water

WE will pay for loss of metered water following DAMAGE to YOUR DOMESTIC water installations during the PERIOD OF COVER.

The most WE will pay is £2,500.

### 7) Horses

WE will pay if YOUR horse or pony is stolen or suffers FATAL INJURY by any of the causes under "What is insured" numbers 1 to 11.

The most WE will pay is £500.

### 8) Riding tack

WE will pay for DAMAGE to riding tack, comprising of saddles, bridles, harnesses, lead reins, halters, head collars, numnahs, rugs, blankets and other horse clothing, grooming kits and clippers, belonging to YOU or YOUR FAMILY, whilst they are temporarily away from YOUR HOME and GARDEN.

The most WE will pay is £250 for any single item, up to £750.

## What is not insured

Trees, shrubs or other plants.

MONEY or VALUABLES.

DAMAGE caused by livestock belonging to or the responsibility of YOU or YOUR FAMILY.

Any horse or pony kept for a business or profession.

DAMAGE:

- to personal clothing and accessories;
- to property kept at a riding school or riding establishment;
- caused by EXCLUDED RISKS;
- while the property is being used for racing under the rules of a governing body as a professional;
- to property used for any business or profession;
- caused by theft, unless force and violence has been used to get into or out of a building.

# Contents

## What is insured

### 9) Contents temporarily away from your home and garden

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 11, to CONTENTS anywhere in the TERRITORIAL LIMITS if they are away from YOUR HOME and GARDEN for 60 days or less.

### 10) Students' belongings

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 11 to CONTENTS anywhere in the TERRITORIAL LIMITS if they are away from YOUR HOME and GARDEN because YOU or YOUR FAMILY are enrolled at an educational establishment.

The most WE will pay is 15% of the insured replacement cost for CONTENTS.

### 11) Business equipment

WE will pay for DAMAGE to office furnishings and equipment in YOUR HOME which are used for YOUR business.

The most WE will pay is £10,000.

### 12) Mirrors and glass in furniture

WE will pay for mirrors, fixed glass in furniture, plate- glass tops to furniture and ceramic hobs forming part of movable cookers which are in YOUR HOME and are broken by accident.

## What is not insured

DAMAGE caused by:

- storms, floods, malicious people or vandals if YOUR CONTENTS are not in a building;
- theft, unless force and violence has been used to get into or out of a building.

MONEY or VALUABLES.

CONTENTS at any location where YOU or any of YOUR FAMILY are living for educational purposes.

DAMAGE caused by:

- storms, floods, malicious people or vandals if YOUR CONTENTS are not in a building;
- theft from a student's room unless force and violence has been used to get into or out of the room;
- theft from any motor vehicle unless in transit to or from YOUR HOME and YOUR FAMILY'S educational establishment, unless it involves forcible and violent entry or exit.

Any benefit under this extension if Homemaker cover is in force.

DAMAGE:

- to documents, manuscripts, business books and computer records, other than for the cost of materials, labour and time to replace them;
- caused by EXCLUDED RISKS;
- caused while YOUR HOME is UNOCCUPIED.

Breakage caused while YOUR HOME is UNOCCUPIED.

# Contents

## What is insured

### 13) Home entertainment equipment

WE will pay for DAMAGE to computers, monitors, laptops, audio, video and DVD equipment, theatre and cinema systems, TV games, televisions, radios and receiving aerials in YOUR HOME.

### 14) Moving home

If YOU are moving HOME, WE will pay for DAMAGE to CONTENTS being moved to YOUR new HOME by professional removal contractors.

### 15) Replacement locks

WE will pay for replacing and fitting locks or lock mechanisms for outside doors, safes and alarm systems in YOUR HOME if the keys are lost or stolen.

If the keys are lost the most WE will pay is £1,000.

### 16) New purchases

WE will pay for DAMAGE to CONTENTS YOU have just bought while YOU are taking them HOME.

The most WE will pay is £2,000.

### 17) Contents in business premises

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 11 to CONTENTS being stored in YOUR business premises which are inside the TERRITORIAL LIMITS.

The most WE will pay is £5,000.

## What is not insured

DAMAGE:

- caused by EXCLUDED RISKS;
- to records, discs, tapes, cassettes, cartridges, needles or software;
- to any item which is used for a business or profession;
- caused while YOUR HOME is UNOCCUPIED.

DAMAGE:

- outside the TERRITORIAL LIMITS;
- to items made of china, glass, porcelain or other easily- broken materials, unless they are packed by professional packers;
- which happens while the CONTENTS are in storage;
- caused by EXCLUDED RISKS.

DAMAGE:

- outside the TERRITORIAL LIMITS;
- to items made of china, glass, porcelain or other fragile materials;
- while the CONTENTS are being transported by anybody other than YOU or YOUR FAMILY;
- covered by other insurance.

Theft from an unattended motor vehicle.

WE will not pay for DAMAGE caused by theft unless force and violence has been used to get in or out of a building.

# Contents

## What is insured

### 18) Professional counselling

WE will pay for professional counselling if YOU or YOUR FAMILY are suffering from emotional stress as a result of DAMAGE covered by YOUR POLICY.

The most WE will pay is £1,000 in any PERIOD OF COVER.

### 19) Fatal injury to you, your husband, wife or civil partner

WE will pay £10,000 to YOU or YOUR husband, wife or civil partner's legal representatives if YOU or YOUR husband, wife or civil partner is fatally injured inside the TERRITORIAL LIMITS as a result of:

- an accident or assault in YOUR HOME or GARDEN;
- a fire in YOUR HOME;
- an accident while travelling on public transport;
- an assault in the street.

WE will only provide benefit if death follows within 12 months of the injury.

### 20) Downloaded information

WE will pay the cost of replacing lost or DAMAGED information which YOU have bought, stored on YOUR portable entertainment equipment and mobile phones.

The most WE will pay is £1,000.

### 21) Securities, certificates and documents

WE will pay for the cost of replacing securities, certificates and documents or similar private documents if they are DAMAGED while in YOUR HOME or lodged with YOUR mortgage lender, bank or solicitor.

The most we will pay is £2,500 per claim.

## What is not insured

The cost of:

- remaking a film, a tape or a disc;
- rewriting the information contained on YOUR entertainment equipment or mobile phone; or
- loss or distortion of information or data due to computer error or malfunction or computer virus.

WE will not pay for negotiable securities or negotiable bonds.

# Holiday accommodation

## What is insured

## What is not insured

### Standard Cover

#### 1) Buildings

If YOU have cover under Buildings or Buildings plus, YOUR cover will be extended as follows:

- the definition of BUILDINGS will include HOLIDAY ACCOMMODATION;
- for Buildings, if YOU have Accidental loss or damage cover, or Buildings plus, the exclusion for DAMAGE to property rented or lent to another person does not apply to YOUR HOLIDAY HOMES.

#### 2) Contents

YOUR cover under Contents or Contents plus is extended as follows:

- to include property used for HOLIDAY ACCOMMODATION;
- to include theft caused by deception;
- under Contents, if YOU have Accidental loss or damage cover, or Contents plus, the exclusion for DAMAGE to CONTENTS in property rented or lent to another person does not apply to YOUR HOLIDAY HOME;
- business MONEY belonging to YOU or YOUR FAMILY in connection with YOUR HOLIDAY ACCOMMODATION;
- guest's property - the clothing and personal belongings of paying guests and resident EMPLOYEES;
- deterioration of food - food held or used for YOUR HOLIDAY ACCOMMODATION business because of a change in temperature or contamination by fumes from the fridge or freezer.

The EXCESS shown on YOUR SCHEDULE for theft from self- catering accommodation unless force and violence has been used to get into or out of the building.

MONEY.

Motor vehicles and their accessories.

DAMAGE caused by:

- a deliberate power cut or reduction in power by YOUR supplier;
- industrial action.

# Holiday accommodation

## What is insured

### 3) Loss of profit

YOUR HOLIDAY ACCOMMODATION business is insured against interruption by the following:

- DAMAGE at YOUR HOLIDAY HOME by any causes YOU have insured under the Contents or Contents plus cover, as long as WE have agreed to pay a claim under that cover;
- DAMAGE at YOUR HOLIDAY HOME for which another insurer has agreed to pay, but which would have been insured by the causes YOU have insured under YOUR Contents or Contents plus cover;
- a murder or suicide at YOUR HOLIDAY HOME;
- a bomb scare or bomb in or near YOUR HOLIDAY HOME which prevents or reduces access to YOUR HOLIDAY HOME for more than four hours;
- failure of the telephone service or electricity, gas or water supply to YOUR HOLIDAY HOME;
- any restriction on the use of YOUR HOLIDAY HOME by order of, or on the advice of, the local authority because of vermin or pests, or any accident causing problems with the drains or other sanitary arrangements;
- DAMAGE to a building near YOUR HOLIDAY HOME by any of the causes YOU have insured under the Contents or Contents plus cover which prevents or reduces access to YOUR HOLIDAY HOME;
- DAMAGE to the premises of YOUR suppliers by any of the causes YOU have insured under the Contents or Contents plus cover;

## What is not insured

Interruption if YOUR HOLIDAY ACCOMMODATION business is forced to close for financial reasons or is carried on by a liquidator or receiver. Value Added Tax which YOU or YOUR FAMILY has to pay.

Failure:

- of any telephone service, electricity, gas or water supply provided by YOU;
- lasting less than 30 minutes;
- resulting from an industrial dispute or the deliberate act of the telephone, electricity, gas or water company.

DAMAGE to supplier premises outside the TERRITORIAL LIMITS.

## **Holiday accommodation**

### **What is insured**

- oil or chemical pollution of any beach or waterway within 25 miles of YOUR HOLIDAY HOME;
- food or drink poisoning, or any HUMAN DISEASE if it must be reported to the local authority. The illness or disease may be:
  - at YOUR HOLIDAY HOME;
  - within 25 miles of YOUR HOLIDAY HOME; or
  - traced back to food or drink supplied from YOUR HOLIDAY HOME;
- if YOUR HOLIDAY HOME is closed by the local authority because an organism is found there which is likely to result in illness or disease;
- as a result of a violent assault in the course of YOUR HOLIDAY HOME business YOU, YOUR FAMILY or an EMPLOYEE dies, is disabled or hospitalised within 104 weeks of the assault.

### **What is not insured**

#### **Death or disablement:**

- consequent upon or contributed to by any insured person suffering from any pre- existing physical or mental defect or infirmity;
- following failure to obtain and follow proper medical advice;
- of any person under 16 or over 70 years of age.

### **How we will settle your claim**

WE will settle claims as follows:

- MONEY - the most WE will pay for business MONEY are the amounts shown on YOUR SCHEDULE;
- guest's property - the most WE will pay is the amount shown on YOUR SCHEDULE for any one person;
- deterioration of food - WE will settle claims by paying the cost of replacing the food;
- loss of profit - WE will settle claims by paying YOUR loss of profit. WE will do this for up to 12 months from when the DAMAGE or event

# Holiday accommodation

## What is insured

happens. WE will work out YOUR loss of profit as follows:

- based on YOUR previous experience, WE will work out what percentage of YOUR total income from providing HOLIDAY ACCOMMODATION is profit, after taking off the cost of food and other STOCK which YOU buy;
- WE will apply this percentage to any fall in YOUR expected income, after allowing for any savings which YOU make as a result of the interruption;

- loss of profit - the most WE will pay for all claims in respect of food or drink poisoning, any HUMAN DISEASE, or violent assault is the amount shown on YOUR SCHEDULE.

For all other claims the most WE will pay is the amount shown on YOUR SCHEDULE for any one claim.

WE will also pay:

- any reasonable expenses YOU pay, with OUR permission, to avoid a reduction in income; and
- accountant's or auditor's fees which YOU need to pay to produce any information WE ask for.

## Special condition

### 1) Unoccupied holiday homes

WE will cover self- catering accommodation while it is unoccupied. But if it is unoccupied for more than seven days, YOU must inspect it inside every day or arrange for someone else to do so.

If YOU do not, WE will not pay any claim for DAMAGE caused from 1 November to 31 March by leaking water from fixed water tanks, apparatus or pipes unless:

- the water supply has been turned off at the main stopcock and the water tanks drained; or
- the central heating is left on and the water supply has been turned off at the main stopcock.

## What is not insured

# Holiday accommodation

## What is insured

## What is not insured

### Optional cover

#### Cancellation of advance bookings

If a guest books HOLIDAY ACCOMMODATION and then cancels or cuts short their holiday, WE will cover YOUR loss of income. This cover only applies if the holiday is cancelled for one of the following reasons:

- death, injury, illness, pregnancy, childbirth (which must be confirmed by a registered medical practitioner) or compulsory quarantine of any guest or their close relative or partner, close business associate or partner;
- if public transport is disrupted by actual or intended strikes;
- if a guest must:
  - do jury service and has had a written request for an alternative date refused;
  - act as a witness in a court; or
  - stay at home to help the police after a fire or theft at home or their place of work;
- if the guest's home has been seriously DAMAGED inside 14 days of the planned departure date or during the holiday;
- if there is a national emergency and the guest has leave cancelled by HM Armed Forces or a police authority;
- if the guest receives notice of redundancy which qualifies for statutory payment;
- if the guest is unexpectedly posted to work outside the TERRITORIAL LIMITS.

YOU must do YOUR best to re- let the HOLIDAY ACCOMMODATION.

The most WE will pay is:

- all income lost from self- catering accommodation;
- 80% of income lost from other HOLIDAY ACCOMMODATION;
- the amount shown on YOUR SCHEDULE for any one booking.

# Homeworker

## Definitions (applicable to this cover only)

### BUSINESS CONTENTS

- office equipment, furniture, fixtures and fittings, documents, computer records, tools and equipment used in YOUR HOME which belong to, or are the responsibility of YOU or YOUR FAMILY in connection with the HOMEWORKER BUSINESS;
- clothing and personal belongings of directors, partners, EMPLOYEES, customers and visitors.

WE do not cover:

- STOCK;
- Landlord's fixtures, fittings and decorations;
- MOTORISED VEHICLES;
- any living creature;
- MONEY, cheques or postal orders which can only be paid into the 'payees' account, deeds, bonds or bills of exchange;
- documents, manuscripts, business books and computer records, other than for the cost of materials, labour and time spent on them.

### BUSINESS OUTBUILDINGS

Outbuildings at the BUSINESS ADDRESS.

### STOCK

Finished goods and materials in trade belonging to YOU or YOUR FAMILY or for which YOU or YOUR FAMILY are responsible, including trade samples and goods held in trust.

## What is insured

### Standard cover

#### 1) Buildings

If YOU have cover under Buildings or Buildings plus, this also applies to the BUSINESS ADDRESS.

#### 2) Business Contents

BUSINESS CONTENTS at the BUSINESS ADDRESS shown on YOUR SCHEDULE are insured against DAMAGE covered by the same causes insured by YOUR Contents or Contents plus cover.

#### 3) Unspecified business contents away from the business address

Unspecified items of BUSINESS CONTENTS are insured against DAMAGE:

- in the TERRITORIAL LIMITS; or
- elsewhere for up to 60 days in any PERIOD OF COVER.

## What is not insured

DAMAGE by the exclusions shown under "What is not insured" on YOUR Contents or Contents plus cover.

DAMAGE caused by theft or attempted theft by any EMPLOYEE.

DAMAGE caused by EXCLUDED RISKS.

DAMAGE caused by theft or attempted theft by YOU, YOUR FAMILY or any EMPLOYEE, tenant or guest.

# Homeworker

## What is insured

### 4) Stock

STOCK at the BUSINESS ADDRESS or anywhere in the TERRITORIAL LIMITS is covered for DAMAGE by any of the causes YOU have insured under the Contents or Contents plus cover.

### 5) Increased cost of working

Increased cost of working which is necessary and reasonable to reduce or avoid interruption of the HOMEWORKER BUSINESS for up to 12 months because of one of the following:

- DAMAGE at the BUSINESS ADDRESS by any causes YOU have insured under the Contents or Contents plus cover, as long as WE have agreed to pay a claim under that cover;
- DAMAGE at the BUSINESS ADDRESS for which another insurer has agreed to pay, but which would have been insured by the causes YOU have insured under YOUR Contents or Contents plus cover;
- a murder or suicide at the BUSINESS ADDRESS;
- a bomb scare or bomb in or near the BUSINESS ADDRESS which prevents or reduces access to the BUSINESS ADDRESS for more than four hours;

## What is not insured

Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry to the motor vehicle WE will pay up to £1,000.

MONEY.

Property insured separately.

Interruption if the HOMEWORKER BUSINESS is forced to close for financial reasons or is carried on by a liquidator or receiver.

Value Added Tax which YOU or YOUR FAMILY have to pay.

# Homeworker

## What is insured

- failure of the telephone service or electricity, gas or water supply to the BUSINESS ADDRESS;
  
- DAMAGE to a building near the BUSINESS ADDRESS by any of the causes YOU have insured under the Contents or Contents plus cover which prevents or reduces access to the BUSINESS ADDRESS.

### 6) Book debts

Following insured DAMAGE, the difference between the:

- amounts owed by customers as shown in the HOMEWORKER BUSINESS records;

and

- amounts received or traced.

### 7) Money

MONEY belonging to YOU or YOUR FAMILY in connection with the HOMEWORKER BUSINESS is insured against DAMAGE.

### 8) Personal accident (assault)

WE will pay if YOU, YOUR FAMILY or an EMPLOYEE dies or is disabled as a sole and direct result of a violent assault in the course of the HOMEWORKER BUSINESS during the PERIOD OF COVER which, inside of 104 weeks of happening, leads to:

- a) death;
- b) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
- c) permanent TOTAL DISABILITY;
- d) temporary TOTAL DISABILITY.

## What is not insured

Failure:

- of any telephone service, electricity, gas or water supply provided by YOU;
- lasting less than 30 minutes;
- resulting from an industrial dispute or the deliberate act of the telephone, electricity, gas or water company.

Bad debts.

Value Added Tax which YOU or YOUR FAMILY have to pay.

Losses if the HOMEWORKER BUSINESS is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Any abnormal condition of trade which had or could have had an effect on the HOMEWORKER BUSINESS.

Losses caused by mistakes or loss of value.

Losses not reported to the police inside 24 hours.

Theft from any unattended vehicle.

Death or disablement:

- consequent upon or contributed to by any insured person suffering from any pre-existing physical or mental defect or infirmity;
- following failure to obtain and follow proper medical advice;
- of an insured person under 16 years or over 70 years of age.

# Homeworker

## What is insured

### How we will settle your claim

WE will settle claims as follows:

- BUSINESS CONTENTS - WE will pay the cost of repairing or replacing the BUSINESS CONTENTS. WE will reduce the benefit to allow for wear and tear if the claim involves pedal cycles over two years old or clothing.

WE will also take off an amount for wear, tear or loss of value if, when the DAMAGE happens, the replacement cost is less than the cost of replacing all BUSINESS CONTENTS as new (less an allowance for wear and tear on pedal cycles over two years old and clothing).

WE may, at OUR option, replace BUSINESS CONTENTS or arrange for repairs to be carried out.

The most WE will pay is the insured replacement cost shown on YOUR SCHEDULE.

- Unspecified BUSINESS CONTENTS away from the BUSINESS ADDRESS - WE will pay the cost of repairing or replacing the items other than:
  - clothing, where WE will take an amount off for wear and tear;
  - pedal cycles over two years old, where WE will pay the cost of repairing or replacing the pedal cycle less an amount for wear, tear or loss of value.

The most WE will pay is the amount shown on YOUR SCHEDULE.

- STOCK - WE will pay the cost of replacement at prices current at the time when the DAMAGE occurs.

The most WE will pay is the amount shown on YOUR SCHEDULE.

- Increased cost of working - the most WE will pay is the amount shown on YOUR SCHEDULE. YOUR claim may include accountant's fees which YOU need to pay to produce any information WE ask for.

## What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

# Homeworker

## What is insured

- Book debts - the most WE will pay is the amount shown on YOUR SCHEDULE.
- Money - the most WE will pay for MONEY are the amounts shown on YOUR SCHEDULE.
- Personal accident (assault) - the most WE will pay is the amount shown on YOUR SCHEDULE.

Payment will only be made under one of items a), b) or c) and that payment will end cover for the person concerned.

WE will settle all claims under d) by paying in arrears at four weekly intervals up to a maximum of 104 weeks.

If WE pay under items a), b) or c), WE will no longer make any payment under item d) for the same assault.

## What is not insured

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Reinstating records

WE will pay for the cost of reinstating business books, documents and computer system records as a result of:

- DAMAGE by any of the causes YOU have insured under YOUR Contents or Contents plus cover;
- someone accidentally or maliciously deleting or destroying computer data or programmes;
- DAMAGE to the HOMEWORKER BUSINESS computer for which WE have agreed to pay.

The most WE will pay is £2,500.

### 2) Overhead external electricity cables and poles

WE will pay for DAMAGE by fire, lightning, explosion or storm to overhead external electricity cables and poles which YOU or YOUR FAMILY are responsible for.

The most WE will pay is £1,000.

The amount of any EXCESS shown on YOUR SCHEDULE other than for Personal accident (assault).

The value of the information contained in the records.

Any loss arising from a computer virus.

Any claim for computer system records unless records are backed up on a weekly basis.

# Homeworker

## What is insured

### 3) Deterioration of food

WE will pay for DAMAGE to food in a fridge or freezer belonging to the HOMEWORKER BUSINESS because of:

- a change in temperature; or
- contamination by fumes from the fridge or freezer.

The most WE will pay is the sum insured for BUSINESS CONTENTS shown on YOUR SCHEDULE

### 4) Replacement locks

WE will pay for replacing and fitting locks or lock mechanisms for outside doors, safes, strong rooms and intruder alarm systems installed in the BUSINESS ADDRESS if the keys are lost or stolen.

If the keys are lost the most WE will pay is £1,000.

### 5) Moving home

If YOU or YOUR FAMILY are moving BUSINESS ADDRESS, WE will pay for DAMAGE to BUSINESS CONTENTS being moved to the new BUSINESS ADDRESS by professional removal contractors.

### 6) Damage to personal effects

WE will pay for DAMAGE to personal effects and MONEY belonging to YOU, YOUR FAMILY or any EMPLOYEE caused by violent assault during the course of the HOMEWORKER BUSINESS.

The most WE will pay is £100 for personal MONEY and up to £500 for any one person.

### 7) Professional counselling

WE will pay for professional counselling if YOU are suffering from emotional stress as a result of an attack for which a claim is payable under Personal accident (assault).

The most WE will pay is £1,000 in any one PERIOD OF COVER.

## What is not insured

DAMAGE caused by:

- a deliberate power cut or reduction in power by YOUR supplier;
- industrial action.

DAMAGE:

- outside the TERRITORIAL LIMITS;
- to items made of china, glass and porcelain or other easily- broken materials, unless they are packed by professional packers;
- which happens while the BUSINESS CONTENTS are in storage;
- caused by EXCLUDED RISKS.

# Homeworker

## What is insured

### 8) Hospital benefit

WE will pay £25 for each 24 hour period of treatment which YOU, YOUR FAMILY or any EMPLOYEE receives as an in- patient in a hospital or nursing HOME as a result of any violent assault which qualifies for benefit under this cover.

The most WE will pay is £500.

## Optional covers

(operative only if shown on YOUR SCHEDULE)

### A Specified business items

Specified business items belonging to the HOMEWORKER BUSINESS, or for which YOU or YOUR FAMILY are responsible, as shown on YOUR SCHEDULE. These are insured against DAMAGE:

- in the TERRITORIAL LIMITS; or
- outside the TERRITORIAL LIMITS for up to 60 days in any PERIOD OF COVER.

## What is not insured

DAMAGE caused by:

- EXCLUDED RISKS;
- theft or attempted theft by YOU, YOUR FAMILY or any tenant or paying guest.

Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry to the motor vehicle the most WE will pay is £1,000.

Property insured separately.

## How we will settle your claim

WE will settle claims as follows:

- for clothing WE will take off an amount for wear, tear or loss of value;
- for pedal cycles over two years old WE will pay the cost of repairing or replacing the pedal cycle less an amount for wear, tear or loss of value; and
- for all other items WE will pay the cost of repairing or replacing the items.

WE will decide whether to replace YOUR or YOUR FAMILY'S belongings or arrange for repairs to be carried out.

The most WE will pay is the insured replacement cost shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

# Homeworker

## What is insured

WE will not automatically reduce YOUR insured replacement cost after a claim, but if WE pay for the total loss of an item, cover for that item will end.

### **B Business outbuildings**

BUSINESS OUTBUILDINGS are insured against DAMAGE by any of the causes YOU have insured by the Buildings or Buildings plus cover.

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing the BUSINESS OUTBUILDINGS.

However, WE will reduce benefit for wear, tear or loss of value if:

- when the DAMAGE happens, the insured rebuilding cost is less than the full rebuilding cost; or
- the BUSINESS OUTBUILDINGS have not been well maintained.

WE may, at OUR option, replace the BUSINESS OUTBUILDINGS or arrange for repairs to be carried out.

The most WE will pay for DAMAGE to the BUSINESS OUTBUILDINGS is the insured replacement cost for BUSINESS OUTBUILDINGS shown on YOUR SCHEDULE and any extra amount for INDEX LINKING.

The amount WE pay will include any costs for:

- clearing the site (removing debris, demolition, shoring or propping up);
- professional fees (architects', surveyors' and legal fees); and
- meeting building regulations requirements.

## What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

Costs of preparing YOUR claim.

Costs:

- if YOU have received notice to meet the regulations before the DAMAGE takes place;
- relating to undamaged parts of YOUR BUILDING.

# Homeworker

## What is insured

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### Protecting the buyer's interest

If the BUSINESS OUTBUILDINGS are being sold, WE will pay the buyer for DAMAGE which happens after YOU or YOUR FAMILY have agreed to sell them but before the sale has gone through. WE will only do this if:

- the DAMAGE is not insured under another policy; or
- the DAMAGE is insured under this section of YOUR POLICY; and
- the sale goes through.

## C Livestock

Livestock belonging to the HOMEWORKER BUSINESS are insured against:

- FATAL INJURY:
  - by fire, lightning, aircraft, explosions or earthquakes at the BUSINESS ADDRESS;
  - if it strays from the BUSINESS ADDRESS onto a public road;
  - if it is in or strays from, any public livestock sale- yard, market or agricultural showground within the TERRITORIAL LIMITS;
  - whilst in, being loaded into, or being unloaded from any vehicle or trailer being used inside the TERRITORIAL LIMITS;
- theft or attempted theft from the BUSINESS ADDRESS.

## How we will settle your claim

WE will settle claims by paying the value of the livestock at the time of the FATAL INJURY or theft.

WE may, at OUR option, replace the livestock.

The most WE will pay are the amounts shown on YOUR SCHEDULE.

## What is not insured

FATAL INJURY caused by worrying by dogs or wild animals.

Theft while the BUSINESS ADDRESS is UNOCCUPIED.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Personal belongings

## What is insured

DAMAGE to personal belongings which belong to or which are the responsibility of:

- YOU; or
- a member of YOUR FAMILY who lives with YOU in the HOME where YOU permanently reside.

This cover will only apply if the DAMAGE occurs while the personal belongings are:

- in the TERRITORIAL LIMITS; or
- temporarily elsewhere in the world.

YOUR SCHEDULE will show which of the following are insured:

Unspecified personal belongings including:

- articles of gold, silver or other precious metals, precious stones, watches, jewellery and furs;
- photographic equipment;
- clothing and other items YOU normally wear, use or carry about YOU;
- sports equipment, including sports clothing and guns;
- pedal cycles;

## What is not insured

DAMAGE caused by EXCLUDED RISKS.

DAMAGE caused by theft or attempted theft by YOU, YOUR FAMILY, any tenant or paying guest.

Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry to the motor vehicle the most WE will pay is £1,000.

Losses while YOUR jewellery is left unattended while outside the TERRITORIAL LIMITS are limited to £5,000 in total unless in a locked safe.

Property insured separately.

DAMAGE to:

- securities;
- DOMESTIC appliances, furniture, furnishings and household goods;
- business tools and equipment other than laptops and mobile phones.

DAMAGE to:

- water sports equipment while being used; or
- MOTORISED VEHICLES, trailers, caravans, tractors, boats, jet skis, hovercrafts, planes or their parts and accessories.

Theft of accessories unless the pedal cycle is stolen at the same time.

DAMAGE which happens while YOUR pedal cycle is being used for racing or competitions.

Theft of YOUR pedal cycle unless it is in a locked building or securely locked to something which cannot be moved.

# Personal belongings

## What is insured

- MONEY and CREDIT CARDS;

Individual items as described on YOUR SCHEDULE.

## How we will settle your claim

WE will settle claims as follows:

- for clothing WE will take off an amount for wear, tear or loss of value;
- for pedal cycles over two years old WE will pay the cost of repairing or replacing the pedal cycle less an amount for wear, tear or loss of value;
- for all other items WE will pay the cost of repairing or replacing the items.

WE will decide whether to replace YOUR belongings or arrange for repairs to be carried out.

The most WE will pay is the insured replacement cost or item limit shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

## What is not insured

Losses caused by mistakes or loss of value.

Losses caused by deception.

Losses not reported to the police inside 24 hours of discovering them.

Loss of CREDIT CARDS, unless YOU have met all the terms and conditions of the credit card company.

Unauthorised use of CREDIT CARDS by YOU or YOUR FAMILY.

Theft of accessories of YOUR pedal cycle unless the pedal cycle is stolen at the same time.

DAMAGE which happens while YOUR pedal cycle is being used for racing or competitions.

Theft of YOUR pedal cycle unless it is in a locked building or securely locked to something which cannot be moved.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Personal belongings

## What is insured

The most WE will pay for MONEY or unauthorised use of CREDIT CARDS is the limit shown on YOUR SCHEDULE.

WE will not automatically reduce YOUR insured replacement cost after a claim, but if WE pay for the total loss of an item, cover for that item will end.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Delayed baggage

If YOUR SCHEDULE shows unspecified personal belongings are insured, WE will pay for essential items YOU or YOUR FAMILY have to buy if YOU or YOUR FAMILY'S personal baggage is temporarily lost for at least 12 hours.

The most WE will pay is £100 per person.

### 2) Downloaded information

WE will pay the cost of replacing lost or DAMAGED information which YOU have bought, stored on YOUR portable entertainment equipment or mobile phones.

The most WE will pay is £1,000.

## What is not insured

The cost of:

- remaking a film, tape or disc;
- rewriting the information contained on YOUR portable entertainment equipment or mobile phone; or
- loss or distortion of information or data due to computer error or malfunction or computer virus.

# Jewellery

## What is insured

DAMAGE to YOU or YOUR FAMILY'S JEWELLERY at an address shown on YOUR SCHEDULE and while temporarily removed elsewhere in the world.

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing the JEWELLERY.

The most WE will pay for any item of unspecified JEWELLERY is the limit shown on YOUR SCHEDULE.

For JEWELLERY outside the TERRITORIAL LIMITS the most WE will pay for theft or attempted theft in total is the limit shown on YOUR SCHEDULE unless being worn or carried by an authorised person or in a hotel safe, bank or safety deposit box.

For JEWELLERY kept in a bank WE will allow for temporary removal of up to 21 days in any one PERIOD OF COVER. The most WE will pay for any one item is £25,000 and up to a maximum in total of £50,000. If cover away from the bank beyond these limits is required YOU must advise US in advance.

WE may at OUR option replace YOUR JEWELLERY or arrange for repairs to be carried out.

## What is not insured

DAMAGE caused by EXCLUDED RISKS or shown elsewhere in this cover as not insured.

DAMAGE caused by theft or attempted theft by YOU, YOUR FAMILY, any tenant or paying guest.

DAMAGE to any item being used for a business or profession.

Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry to the motor vehicle WE will pay up to £1,000.

Losses while YOUR JEWELLERY is left unattended while outside the TERRITORIAL LIMITS unless:

- in the locked boot or locked and concealed luggage compartment of a vehicle;
- in locked accommodation up to a limit of £5,000 in total; or
- in a locked safe.

Property insured separately.

For unspecified JEWELLERY the amount of any EXCESS shown on YOUR SCHEDULE. Where the amount paid exceeds £10,000 no compulsory EXCESS will be deducted.

# Jewellery

## What is insured

In the event of a covered loss to a pair or set, WE will pay whichever is the lower of the following, but not more than the single item limit:

- the cost of restoring the damaged item and the cost of depreciation following restoration as a result of the DAMAGE; or
- the cost of replacement.

However, if YOU agree to surrender the undamaged part(s) of the pair or set to US, and WE agree to accept, WE will pay the full replacement cost of the pair or set.

The most WE will pay for unspecified JEWELLERY in total and specified items of JEWELLERY is the insured replacement cost shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

WE will not automatically reduce YOUR insured replacement cost after a claim. However, if WE pay for the total loss of a specified item, cover for that item will end.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) New purchases

WE will pay for DAMAGE to JEWELLERY YOU have just bought provided that YOU tell US within 60 days from the date of purchase and pay any additional premium.

The most WE will pay is 25% of the total JEWELLERY insured replacement cost.

### 2) Underinsurance protection

WE will pay up to 125% of the insured replacement cost if, at the start of the first PERIOD OF COVER or any subsequent renewal, YOU have had a professional independent valuation which is no more than three years old and insured JEWELLERY at that time for at least the recommended value.

If YOUR JEWELLERY is not repaired or replaced WE will only pay up to the insured replacement cost.

## What is not insured

DAMAGE covered by other insurance.

# Caravan

## What is insured

YOUR CARAVAN is insured against DAMAGE while it is:

- in the TERRITORIAL LIMITS;
- or
- temporarily elsewhere in EUROPE, for not more than 12 weeks in any PERIOD OF COVER.

## How we will settle your claim

WE will pay the cost of repairing or replacing YOUR CARAVAN less an amount for wear, tear or loss of value. If the CARAVAN has been stolen or if it is beyond economic repair and the CARAVAN is less than 5 years old, WE will pay the cost of replacing it with a new CARAVAN of a similar type, if one is available, provided YOUR sum insured is adequate to cover the cost of a new CARAVAN of the same make and model.

The most WE will pay for storm damage to an awning is the amount shown on YOUR SCHEDULE.

The most WE will pay for YOUR CARAVAN is the sum insured shown on YOUR SCHEDULE.

WE will not reduce YOUR sum insured after a claim.

WE may, at OUR option, replace YOUR CARAVAN or arrange for repairs to be carried out.

## What is not insured

DAMAGE:

- caused by EXCLUDED RISKS;
- to tyres by punctures, cuts, bursts or braking;
- to electrical goods or items of glass, china or porcelain while YOUR CARAVAN is being towed, unless there is also DAMAGE to the structure of YOUR CARAVAN;
- which happens while YOU have rented out YOUR CARAVAN unless the CARAVAN is on a fixed site;
- caused deliberately by anyone using YOUR CARAVAN with YOUR permission;
- which happens while YOUR CARAVAN is being used for any business or profession.

Storm DAMAGE to static CARAVANS unless they are securely anchored to the ground.

Theft of any CARAVAN that is designed to be towed on a public road, unless the CARAVAN:

- is fitted with a suitable wheelclamp; or
- has had one of its wheels removed and taken away; or
- is in a locked building or compound; or
- is attached to a towing vehicle on a journey.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Caravan

## What is insured

If WE know YOUR CARAVAN is under a hire purchase or leasing agreement, WE will make any payment for total loss to the legal owner.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Loss of use and hiring charges

If YOUR CARAVAN cannot be used because of DAMAGE insured by this cover, WE will pay reasonable costs of:

- hiring another CARAVAN or alternative accommodation until YOUR CARAVAN is repaired or replaced, or
- loss of hiring charges for bookings made before the DAMAGE.

The most WE will pay is:

- £50 a day for up to 14 days for any one claim;
- £1,500 in any PERIOD OF COVER.

### 2) Other costs

If YOUR CARAVAN is damaged and the DAMAGE is a valid claim under this cover, WE will pay reasonable costs of:

- protecting YOUR CARAVAN and taking it to the nearest suitable repairer; or
- returning YOUR CARAVAN to YOUR HOME or YOUR CARAVAN'S permanent site;
- disconnecting and reconnecting services;
- customs duty if YOU cannot return YOUR CARAVAN to the TERRITORIAL LIMITS; and
- up to £500 for removal of YOUR CARAVAN to the nearest suitable disposal site if it does not make financial sense to repair YOUR CARAVAN.

### 3) Deterioration of food

WE will pay for food in a fridge or freezer in YOUR CARAVAN which YOU cannot eat because of:

- a change in temperature; or
- contamination by fumes from the fridge or freezer.

WE will settle claims by paying the cost of replacing the food.

## What is not insured

DAMAGE caused:

- by deliberate power cut or reduction in power by YOUR supplier;
- by industrial action;
- to food held or used for any business.

# Caravan

## What is insured

### 4) Accidents to your family

YOU and YOUR FAMILY are covered for an accident as a result of:

- being in or getting out of YOUR CARAVAN or the road vehicle towing YOUR CARAVAN;
- travelling by boat with YOUR CARAVAN as a fare-paying passenger.

The amount WE pay will depend on the injuries as shown in the table below. To qualify for benefit the injuries must be diagnosed inside 104 weeks of the accident and the accident must be the only cause of the injuries.

1) Death	£5,000
2) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING	£5,000
3) Permanent TOTAL DISABILITY	£5,000

WE will make a payment under only one of items 1, 2 or 3. That payment will end this cover for the person concerned.

## What is not insured

An accident which is caused or contributed by:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- not getting and following proper medical advice.

An accident while YOU are travelling on business.

WE will not pay for anyone aged 70 or over.

# Boat

## What is insured

YOUR BOAT is insured against DAMAGE while it is in:

- the TERRITORIAL LIMITS;
- or
- temporarily elsewhere in EUROPE for 60 days or less in any PERIOD OF COVER.

## What is not insured

DAMAGE to clothing, personal belongings, diving or fishing gear or moorings.

DAMAGE caused by EXCLUDED RISKS.

DAMAGE if YOU:

- are using YOUR BOAT for any business or profession;
- have hired out YOUR BOAT for MONEY;
- leave a SPEEDBOAT in water and unattended between 1 November and 31 March;
- leave any other BOAT in water and unattended between 1 November and 31 March unless it is in one of the following waters:
  - all Great Britain canals,
  - the River Thames and its tributaries above Teddington Lock,
  - the River Avon above Bristol,
  - Broadlands except below Yarmouth Bridge,
  - other inland non- tidal waters.

DAMAGE to any motor- powered BOAT being used for racing or speed testing.

DAMAGE to sails and protective covers split by the wind or blown away, unless there is also DAMAGE to the structure of YOUR BOAT at the same time.

Theft of equipment unless:

- YOUR BOAT is stolen;
- force is used to get into YOUR BOAT; or
- the equipment is stolen from a locked building or vehicle.

Theft of an outboard motor unless:

- YOUR BOAT is stolen;
- the motor is fastened to YOUR BOAT by a suitable anti- theft device; or
- the motor is stolen from a locked building or vehicle.

# Boat

## What is insured

## How we will settle your claim

WE will settle claims by paying the cost of repairing or replacing YOUR BOAT less an amount for wear, tear or loss of value. If it does not make financial sense to repair YOUR BOAT, and the BOAT is less than 12 months old, WE will pay the cost of replacing it with a new BOAT of a similar type if one is available.

For sails and protective covers over three years old, WE will take off an amount for wear and tear. The most WE will pay will be two thirds of the cost of replacing them as new.

For outboard motors and trailers, WE will pay the market value.

The most WE will pay is the sum insured shown on YOUR SCHEDULE.

WE will not automatically reduce YOUR sum insured after a claim. However, if WE pay for the total loss of any item, cover for that item will end.

WE may, at OUR option, replace YOUR BOAT or arrange for repairs to be carried out.

If WE know YOUR BOAT is under a hire- purchase or leasing agreement, WE will make any payment for a total loss to the legal owner.

## What is not insured

Theft of a sailboard or windsurfer unless:

- it is attached to a vehicle roof rack by a suitable anti- theft device; or
- it is stolen from a locked building or vehicle.

Theft of a trailer, or of YOUR BOAT while it is on a trailer, unless the trailer:

- is fitted with a suitable wheelclamp; or
- has had one of its wheels removed and taken away; or
- is in a locked building or compound; or
- is attached to a towing vehicle on a journey.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Boat

## What is insured

## What is not insured

### Special conditions

- 1) If YOUR BOAT is a SPEEDBOAT, there must be a person who is suitably experienced, trained or qualified on board and in control while it is moving.
- 2) If YOUR BOAT is a SPEEDBOAT fitted with an inboard engine, there must be an automatic or remote controlled fire extinguisher which:
  - is properly installed and maintained; and
  - will automatically extinguish fires in the engine compartment.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

#### 1) Salvage charges

WE will pay all reasonable salvage charges to save YOUR BOAT from danger and other expenses to prevent or reduce a claim.

# Dog and cat - Loss of animal

## What is insured

WE will pay if YOUR DOG or CAT:

- dies or is PUT TO SLEEP due to:
  - an accident which happens,
  - an illness or disease which first appears,
  - neutering problems which happen;during the PERIOD OF COVER.

If treatment is in progress on the expiry date of the PERIOD OF COVER and continues until the DOG or CAT dies or is PUT TO SLEEP, WE will pay provided that the death occurs within 12 months after the date the accident happens or the illness, disease or condition first appeared, unless the Permanent health endorsement has been applied.

- is stolen or disappears during the PERIOD OF COVER.

Cover applies to YOUR DOG or CAT:

- inside the TERRITORIAL LIMITS;
- for up to 60 days, during the PERIOD OF COVER, when travelling with YOU in QUALIFYING COUNTRIES.

## How we will settle your claim

The most WE will pay is:

- the price paid for YOUR DOG or CAT as shown on YOUR SCHEDULE;

or, for working dogs

- the sum insured shown on YOUR SCHEDULE or the market value immediately prior to the accident, illness or disease which leads to the claim, whichever is the less.

In the event of a claim it is YOUR responsibility to provide proof of the price paid. Where this cannot be provided, WE will pay £70 for YOUR DOG and £35 for YOUR CAT.

## What is not insured

WE will not pay if YOUR DOG or CAT:

- is destroyed:
  - on order of any Government or local authority,
  - under any rules relating to the destruction of a specific disease,
  - because it is not able to perform the purpose(s) for which it is kept,
  - for financial reasons,
  - because of behavioural problems unconnected with an accident, illness or disease;
- dies or is PUT TO SLEEP as a result of any disease preventable by vaccination, unless YOU can prove YOUR DOG or CAT has been appropriately vaccinated;
- dies following an illness or disease which appears during the 14 days after the start of this cover, unless YOU can prove previous continuous insurance;
- dies following any accident which happened or any illness, disease or condition which first appeared before the last renewal date of this POLICY;
- any illness, disease or condition which reoccurs after the last renewal date of this POLICY, unless the Permanent health endorsement has been applied;
- is aged 10 years or more and dies as a direct result of an illness or disease, unless the Permanent health endorsement has been applied.

# Dog and cat - Loss of animal

## What is insured

### Special condition

It is a condition of foreign travel cover that YOU have complied with the terms of the UK Government's Pets Travel scheme before leaving the TERRITORIAL LIMITS.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

#### 1) Rescue costs

WE will pay for any costs YOU legally have to pay a professional rescue organisation for the rescue or attempted rescue of YOUR DOG or CAT.

The most WE will pay is £750.

#### 2) Advertising and reward costs

WE will pay for the cost of advertising for a missing DOG or CAT and for a reward which results in the recovery of YOUR DOG or CAT.

The most WE will pay is £750.

#### 3) Boarding fees

WE will pay the costs of boarding YOUR DOG or CAT at a licensed boarding establishment should YOU have to go into hospital for more than 72 consecutive hours as a result of an accident, illness or disease and no alternative arrangements can be made for looking after YOUR DOG or CAT.

The most WE will pay for each DOG or CAT is £10 per day, up to £1,000 in any PERIOD OF COVER.

#### 4) Holiday cancellation expenses

WE will pay for any expenses YOU or YOUR FAMILY are unable to recover if YOU cancel or cut short YOUR holiday because YOUR DOG or CAT needs emergency life saving surgery due to an accident, illness or disease.

The most WE will pay is £1,000 in any PERIOD OF COVER.

## What is not insured

WE will not pay for any:

- result of:
  - pregnancy or childbirth,
  - suicide or deliberate self- injury,
  - alcohol or drugs;
- physical condition which existed prior to the start of the PERIOD OF COVER;
- illness or disease which appears less than 14 days after the start of this cover;
- boarding costs after YOU are discharged from hospital.

WE will not pay for:

- non emergency surgery;
- elective surgery;
- any holiday booked less than 28 days before departure;
- costs incurred from an illness or disease if YOUR DOG or CAT is aged 10 years or more.

# Dog and cat - Vet's fees

## What is insured

WE will pay for costs YOU incur for:

- VET'S fees and expenses for attendance and treatment of YOUR DOG or CAT;
- boarding costs if it is necessary for YOUR DOG or CAT to be hospitalised;
- ALTERNATIVE TREATMENT of YOUR DOG or CAT recommended by a VET;
- a prescription diet provided it is not prescribed just for weight loss;
- transporting YOUR DOG or CAT for treatment by a specialist VET, or ALTERNATIVE TREATMENT recommended by YOUR VET;
- the disposal of YOUR DOG or CAT by a VET;

due to

- an accident; or
- an illness or disease

which first appears during the PERIOD OF COVER and happens in the TERRITORIAL LIMITS.

WE will continue to pay these costs for up to 12 months, after the date the accident happens or the illness or disease first appeared provided:

- treatment is in progress on the expiry date of the PERIOD OF COVER and;
- the limits shown under "How we will settle your claim" are not exceeded.

If the Permanent health endorsement is shown on YOUR SCHEDULE for YOUR DOG or CAT, WE will pay these costs provided the limits shown under 'How we will settle your claim' are not exceeded during each PERIOD OF COVER.

## How we will settle your claim

The most WE will pay for each unrelated condition for:

- the additional cost of a prescription diet;
- transportation costs for specialist or ALTERNATIVE TREATMENT;
- the cost of disposal;

are the amounts shown on YOUR SCHEDULE.

## What is not insured

Costs YOU incur in respect of:

- routine preventive or elective treatment;
- the transportation of YOUR DOG or CAT;
- breeding, unless a VET certifies that complications require emergency treatment to save the life of YOUR DOG or CAT or its offspring;
- treatment relating to any disease preventable by vaccination, unless YOU can prove YOUR DOG or CAT has been appropriately vaccinated;
- treatment to YOUR DOG or CAT for an illness or disease which appears within 14 days after the start of the cover, unless YOU can prove previous continuous insurance;
- behavioural problems unconnected with an accident, illness or disease;
- any accident which happened or any illness, disease or condition which first appeared before the last renewal date of this POLICY;
- any illness, disease or condition which reoccurs after the last renewal date of this POLICY, unless the Permanent health endorsement has been applied.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Dog and cat - Vet's fees

## What is insured

If WE consider that:

- the treatment given is unnecessary; or
- the cost of attendance and treatment is more than normally charged by a general or referral practice;

WE will ask OUR VET for an opinion. If OUR VET agrees that either the treatment or costs are unnecessary or more than normally charged by a general or referral practice in the same area, then WE may only pay the costs that WE and OUR VET consider reasonable.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Foreign travel cover

The TERRITORIAL LIMITS are extended, up to a maximum of 60 days in any PERIOD OF COVER, while YOUR DOG or CAT is travelling with YOU in QUALIFYING COUNTRIES.

### 2) Emergency kennel/cattery costs

If YOUR DOG or CAT is recovered following initial loss or disappearance WE will pay for emergency kennel costs YOU incur until such time as YOU are able to collect YOUR DOG or CAT.

The most WE will pay is £10 per day for up to 7 days.

### 3) Emergency transportation costs

Transportation costs YOU incur if YOUR DOG or CAT is involved in an accident or contracts an illness which in the opinion of the VET will require specialist treatment in another clinic or hospital within any of the QUALIFYING COUNTRIES.

The most WE will pay is £100.

### 4) Quarantine costs

If in the event YOU are unable to bring YOUR DOG or CAT back to the TERRITORIAL LIMITS due to:

- failure to identify YOUR DOG or CAT from the microchip number;
- loss of the OFFICIAL DOCUMENTATION;
- YOUR DOG or CAT'S microchip number not matching the number on the OFFICIAL DOCUMENTATION.

## What is not insured

Any medication, materials or other consumables provided or recommended by a VET that will be used more than 12 months after the date the accident happens or the illness, disease or condition first appears, unless the Permanent health endorsement has been applied.

Any charges YOU incur in making a claim.

Any charges relating to late payment of bills.

## **Dog and cat - Vet's fees**

### **What is insured**

WE will pay:

- quarantine costs YOU incur up to £1,500 for each DOG or CAT;
- accommodation expenses YOU incur as a result of YOUR DOG or CAT being quarantined, up to £15 per day and £250 in total during any PERIOD OF COVER;

provided that YOU have made all reasonable attempts to obtain duplicate or corrected documentation.

### **Special condition**

It is a condition of all the above cover for foreign travel that YOU have complied with the terms of the UK Government's Pets Travel scheme before leaving the TERRITORIAL LIMITS.

### **What is not insured**

# Liability

## What is insured

### Subsection 1: Liability to the public

WE will pay amounts for which YOU, YOUR FAMILY and, with OUR written agreement, YOUR EMPLOYEES are legally responsible following a claim made upon YOU for:

- accidental death, physical injury or illness of any person;
- DAMAGE to property;

for an event happening during the PERIOD OF COVER in the circumstances described by each of the covers below, if shown as in force on YOUR SCHEDULE.

If any person who has incurred liability, which is insured by this cover, dies WE will insure the legal representatives of that person.

### Buildings and/or Buildings plus

As the owner or occupier of YOUR BUILDINGS or GARDEN insured under this POLICY.

As the previous owner of property which YOU no longer have and are then prosecuted under section 3 of the Defective Premises Act 1972, or section 5 of the Defective Premises Act (Northern Ireland) order 1975.

This cover will continue to apply for seven years after YOU cancel YOUR POLICY for property previously owned and lived in by YOU.

## What is not insured

Liability caused by any EMPLOYEE who permanently resides outside the TERRITORIAL LIMITS.

Liability caused by any agreement unless YOU would have been liable without it.

Death, physical injury or illness of YOU, YOUR FAMILY or any EMPLOYEE or any other person covered by YOUR POLICY.

Property belonging to or in the care of YOU, YOUR FAMILY or any EMPLOYEE or any other person covered by YOUR POLICY.

Liability covered by other insurance.

Liability arising from any business or profession other than ownership of YOUR BUILDINGS or GARDEN or those businesses insured under the Holiday accommodation or Homeworker covers.

Liability covered by other insurance.

DAMAGE to the property itself or the cost of making good faulty workmanship.

# Liability

## What is insured

### Contents and/or Contents plus

Caused by:

- using YOUR HOME or GARDEN insured under this POLICY;
- using any holiday accommodation as long as YOU do not own it;
- private pursuits;
- employing DOMESTIC staff;

- being a tenant of the property specified on YOUR SCHEDULE for DAMAGE to:
  - the BUILDINGS;
  - cables, pipes, inspection covers and underground tanks serving YOUR HOME;
  - fixed glass, ceramic hobs and sanitary fitting.

### Holiday accommodation

In connection with YOUR HOLIDAY ACCOMMODATION insured under this POLICY.

For DAMAGE to the property of paying guests.

## What is not insured

Liability caused by:

- any business or profession, including growing agricultural or horticultural produce, or rearing livestock for profit;
- owning land or buildings other than for grazing, stabling or riding horses for DOMESTIC purposes;
- occupation of any land or building other than YOUR HOME and GARDEN or for grazing, stabling or riding horses used for DOMESTIC purposes;
- the hiring out of any animal;
- owning or using any MOTORISED VEHICLE;
- owning or using any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedaloes, sailboards, surfboards;
- passing on any disease or virus;
- breach of quarantine restrictions or import or export regulations;
- a horse or pony used for racing under the rules of a governing body as a professional, (or training for these activities);
- DAMAGE to fences or growing crops caused by any horse or pony being ridden, driven or led;
- any animal listed under the Dangerous Dogs Act 1991, or Schedule to the Dangerous Wild Animals Act 1976 or amended or replacement of these laws.

Liability which should be covered by compulsory motor insurance.

DAMAGE caused while YOUR HOME is UNOCCUPIED.

MONEY.

# Liability

## What is insured

### Homeworker

In connection with YOUR HOMEWORKER BUSINESS insured under this POLICY.

### Caravan

Arising from the:

- ownership or use by YOU of;
  - use by anyone to whom YOU have lent;
- YOUR CARAVAN insured under YOUR POLICY.

## What is not insured

Owning or using any:

- MOTORISED VEHICLE;
- any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedaloes, sailboards, surfboards;
- caravan or trailer.

Liability which should be covered by compulsory motor insurance.

Liability for any action brought outside the TERRITORIAL LIMITS unless it is in connection with PRODUCTS supplied from YOUR BUSINESS ADDRESS.

DAMAGE to any PRODUCTS or any expenses involved in recalling, repairing, replacing or refunding money paid for PRODUCTS.

Liability caused by YOU, YOUR FAMILY or any EMPLOYEE giving advice or treatment, providing professional or technical services, or designing or planning work.

Any animal listed under the Dangerous Dogs Act 1991, or Schedule to the Dangerous Wild Animals Act 1976 or amended or replacement of these laws.

Liability caused by:

- any vehicle being used to tow YOUR CARAVAN;
- using YOUR CARAVAN for any business or profession;
- anyone to whom YOU have lent YOUR CARAVAN for hire or reward;
- any person other than YOU, unless that person:
  - keeps to the terms and conditions of YOUR POLICY as far as possible; and
  - is not entitled to claim under any other contract of insurance.

Liability while YOUR CARAVAN is outside the TERRITORIAL LIMITS unless temporarily elsewhere in EUROPE for not more than 84 days in any PERIOD OF COVER.

# Liability

## What is insured

### Boat and Contents plus

Arising from the:

- ownership or use of YOUR BOAT, insured under this POLICY, by YOU or with YOUR permission anyone:
  - to whom YOU have lent YOUR BOAT, or
  - who is navigating or in charge of it;
- removal or destruction of the wreck of YOUR BOAT or failure to do so.

### Special conditions

- 1) If YOUR BOAT is a SPEEDBOAT, there must be a person who is suitably experienced, trained or qualified on board and in control while it is moving.
- 2) If YOUR BOAT is a SPEEDBOAT fitted with an inboard engine, there must be an automatic or remote controlled fire extinguisher which:
  - is properly installed and maintained; and
  - will automatically extinguish fires in the engine compartment.

### Dog and cat

In respect of YOUR DOG, insured under this POLICY, arising out of:

- ownership by YOU or YOUR FAMILY;
- custody or control of YOUR DOG if YOU have asked somebody to look after it.

## What is not insured

Liability caused by:

- using YOUR BOAT for any business or profession;
- YOUR BOAT being carried or towed by any vehicle;
- any person other than YOU, unless that person:
  - keeps to the terms and conditions of YOUR POLICY as far as possible; and
  - is not entitled to claim under any other contract of insurance;
- someone being towed or preparing to be towed by YOUR BOAT for water skiing, paragliding or any similar sport;
- any powered BOAT being used for racing or speed testing.

Liability while YOUR BOAT is outside the TERRITORIAL LIMITS unless temporarily elsewhere in EUROPE for not more than 60 days in any PERIOD OF COVER.

Any dog used for a business or profession except for guide and working with disabled dogs.

Any dog listed under the Dangerous Dogs Act 1991, or replacement law.

Breach of quarantine restrictions or import or export regulations.

# Liability

## What is insured

### How we will settle your claim

The most WE will pay for any claim or claims arising directly or indirectly from the same source or original cause shall be the amount shown on YOUR SCHEDULE unless a lower limit is specified below or on YOUR SCHEDULE.

The most WE will pay, in total for all claims during the PERIOD OF COVER, in connection with PRODUCTS is the amount shown on YOUR SCHEDULE.

If the death, injury, illness or DAMAGE happens inside the European Union and all legal action is taken in the courts of a European Union country WE will also pay legal fees and other expenses which WE have agreed to in writing.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

#### 1) Unpaid damages

WE will pay the amount of any award made to YOU or YOUR FAMILY by a court inside the TERRITORIAL LIMITS which:

- has not been paid to YOU within three months; and
- is not under appeal; and
- would have been covered by "Subsection 1: Liability to the public" if the award had been made against YOU.

#### 2) Pollution and contamination

WE will pay amounts for which YOU, YOUR FAMILY and, with OUR written agreement, YOUR EMPLOYEES are legally responsible following a claim made upon YOU for DAMAGE or liability arising from pollution or contamination caused by:

- a sudden and unforeseen and identifiable incident;
- leakage of oil from a DOMESTIC oil installation at YOUR HOME or in YOUR GARDEN and happening during the PERIOD OF COVER.

The most WE will pay for any one award is the amount shown on YOUR SCHEDULE.

## What is not insured

# Liability

## What is insured

### Subsection 2: Employers' liability

Applicable only where Contents, Contents plus, Holiday accommodation or Homeworker is in force.

WE will pay amounts for which YOU or YOUR FAMILY are legally responsible as a result of the death, physical injury or illness, happening within the PERIOD OF COVER, of any EMPLOYEE whilst the EMPLOYEE is working:

- within the TERRITORIAL LIMITS; or
- temporarily elsewhere in the world providing the EMPLOYEE normally resides within the TERRITORIAL LIMITS.

## What is not insured

Actions for damages brought against YOU outside the European Union, the Isle of Man or the Channel Islands.

Liability under any agreement, unless YOU would have been liable without it.

Liability caused by working on or travelling to or from an offshore installation, or supply, support or accommodation ship or any structure relating to an offshore installation.

## How we will settle your claim

The most WE will pay for all claims caused by one event or series of events brought about by the same cause is the amount shown on YOUR SCHEDULE including legal fees, costs and expenses.

## Special condition

Applicable where Holiday accommodation or Homeworker cover is in force.

### Statutory requirements

This insurance meets the requirements of the law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

If because of this law, WE have had to pay an Employers' liability claim, which is not covered by YOUR POLICY, YOU must repay to US all amounts WE have paid which WE would not have done so without this law.

# Personal accident

## What is insured

WE will provide benefits, as shown on YOUR SCHEDULE, if YOU have an ACCIDENT which, inside 104 weeks of happening, leads to:

- 1) death;
- 2) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
- 3) permanent TOTAL DISABILITY;
- 4) temporary TOTAL DISABILITY; or
- 5) temporary PARTIAL DISABILITY;

and, if shown on YOUR SCHEDULE:

WE will provide benefit if YOU have an ILLNESS which, inside 104 weeks of diagnosis by a doctor, leads to temporary TOTAL DISABILITY.

## What is not insured

The first period of disability as shown on YOUR SCHEDULE.

The first period of disability as shown on YOUR SCHEDULE.

The first period of disability as shown on YOUR SCHEDULE.

ILLNESS which starts inside 21 days of the start of this cover unless YOU can prove previous continuous insurance for illness.

ACCIDENT or ILLNESS resulting from:

- pregnancy or childbirth;
- suicide or deliberate self- injury;
- alcohol or drugs;
- any HIV related condition;
- putting YOURSELF in danger, except in an attempt to save human life;
- flying or other aerial activities, except as a fare- paying passenger in a power- driven aircraft or hot air balloon;
- winter sports, except sledging, curling or skating;
- hunting on horseback;
- racing, except swimming, running or yachting;
- mountaineering or rock climbing where ropes or guides are used or are recommended to be used;
- pot- holing or caving;
- any bungee sport;

# Personal accident

## What is insured

## What is not insured

- professional sport;
- motor cycling as a driver or passenger, unless it is for agricultural purposes on YOUR own land;
- yachting or boating, except on inland waters or inside three miles of land;
- diving using underwater breathing apparatus; or
- unarmed combat; boxing or martial arts

except where any of the above appear as insured on YOUR SCHEDULE.

## How we will settle your claim

WE will make a payment under only one of items 1, 2 or 3. That payment will end this cover for that person.

If WE pay under items 1, 2 or 3, WE will no longer make any payment under item 4 or 5 for the same ACCIDENT.

The most WE will pay for each item is the amount shown on YOUR SCHEDULE.

WE will settle claims for items 4 or 5 or for ILLNESS leading to temporary TOTAL DISABILITY by paying benefit every four weeks. YOU will receive YOUR first benefit payment four weeks after WE accept YOUR claim.

The maximum time WE will pay for any one ACCIDENT under items 4 or 5, or a combination of both, is the number of weeks of benefit shown on YOUR SCHEDULE less the number of weeks when no benefit will be payable, as shown on YOUR SCHEDULE.

The maximum time WE will pay for any one ILLNESS, if YOU have chosen this cover, leading to temporary TOTAL DISABILITY, is the number of weeks of benefit shown on YOUR SCHEDULE less the number of weeks when no benefit will be payable, as shown on YOUR SCHEDULE.

# Personal accident

## What is insured

### Escalator

WE will increase premiums and benefits for temporary TOTAL DISABILITY, temporary PARTIAL DISABILITY and ILLNESS by 5% each year when YOU renew YOUR POLICY.

### Assignment of death benefit

Where a payment is made under item 1 this will be paid to YOUR estate unless YOU have specified to whom the death benefit is assigned, which will be shown on YOUR SCHEDULE.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER.

### 1) Disappearance

WE will pay the death benefit if YOU have been missing for 90 days and WE are satisfied that YOUR death was caused by an ACCIDENT.

If, at any time after WE have paid benefit, YOU are found alive, the payment must be refunded to US.

### 2) Professional counselling

WE may, at OUR option, pay for professional counselling if YOU are suffering from emotional stress as a result of an ACCIDENT or ILLNESS which qualifies for benefit under this cover.

The most WE will pay is £1,000 in any one PERIOD OF COVER.

### 3) Medical treatment

WE may, at OUR option, pay for any medical treatment which could help YOU to recover from any ACCIDENT or ILLNESS.

### 4) Rehabilitation

If WE have paid a claim for ILLNESS WE will also pay, for up to 8 weeks, 40% of the amount shown on YOUR SCHEDULE for ILLNESS for any continuing temporary PARTIAL DISABILITY from the same ILLNESS.

The most WE will pay is £1,000 for any one claim.

## What is not insured

## Personal accident

### What is insured

#### 5) Hospital benefit

WE will pay £25 for each 24 hour period of treatment YOU received as an in- patient in a hospital or nursing home as a result of any ACCIDENT or ILLNESS which qualifies YOU for benefit under this cover.

The most WE will pay is £1,000.

#### 6) Missed education

If YOU or any member of YOUR FAMILY are less than 18 years old and have missed education, due to an ACCIDENT, WE will pay the cost of private tuition less any amount recoverable from the education establishment normally attended.

The most WE will pay is £1,500.

### What is not insured

Tuition fees incurred during the first 7 days following the ACCIDENT.

# Personal legal expenses

## Definitions (applicable to this cover only)

### ACCOUNTANTS COSTS

A reasonable amount in respect of all costs reasonably incurred by the REPRESENTATIVE.

### ATTENDANCE EXPENSES

The INSURED PERSON'S net salary or wages for the time that the INSURED PERSON is off work. WE will pay for each half or whole day that the court, tribunal or the INSURED PERSON'S employer will not pay for.

The amount WE will pay is based on the following:

- the time the INSURED PERSON is off work including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the INSURED PERSON works full time, the salary or wages for each day equals 1/250<sup>th</sup> of the INSURED PERSON'S yearly salary or wages;
- if the INSURED PERSON works part time, the salary or wages will be a proportion of the INSURED PERSON'S weekly salary or wages;
- if the INSURED PERSON is self employed, WE will pay the net salary or wages that the INSURED PERSON draws from the business to cover their own personal cost of living expenses.

### COSTS AND EXPENSES

ACCOUNTANTS COSTS, ATTENDANCE EXPENSES, LEGAL COSTS and OPPONENTS' COSTS.

### DAS

DAS Legal Expenses Insurance Company Limited administers the independent claims handling service on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

### DATE OF OCCURRENCE

- For civil cases (except under Contract disputes and Tax protection), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.
- For Contract disputes, the date of occurrence is when the INSURED PERSON could reasonably be expected to become aware of the breach of contract.
- For criminal cases, the date of occurrence is when the INSURED PERSON began, or is alleged to have begun, to break the criminal law in question.
- For Tax protection the date of occurrence is when HM Revenue & Customs first notifies the INSURED PERSON in writing of their intention to make an enquiry.

### FULL ENQUIRY

An extensive examination by HM Revenue & Customs which considers all aspects of the INSURED PERSON'S self- assessment tax return, but not enquiries which are limited to one or more specific aspects of the INSURED PERSON'S self- assessment tax return.

### INSURED PERSON

YOU, and any member of YOUR FAMILY who always lives with YOU. Anyone claiming under this cover must have YOUR agreement to claim.

### LEGAL COSTS

All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

### OPPONENTS' COSTS

The costs incurred by opponents in civil cases if an INSURED PERSON has been ordered to pay them, or pays them with the agreement of DAS.

## Personal legal expenses

### PROPERTY

The residential property YOU have told US about.

### REPRESENTATIVE

The lawyer, accountant or other suitably qualified person whom DAS appoint to act for an INSURED PERSON in accordance with the terms of this cover of YOUR POLICY.

### SECONDARY HOME

Private dwellings and/or private land owned by YOU which is used for residential purposes only.

### TERRITORIAL LIMITS

#### For Landlord and tenant disputes

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

#### For Contract disputes, Bodily injury and Legal defence:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### For all other insured incidents under this cover:

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

### What is insured

WE agree to provide the insurance in this cover of YOUR POLICY, as long as:

- the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF COVER, within the TERRITORIAL LIMITS; and
- any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the TERRITORIAL LIMITS; and
- for civil claims it is always more likely than not that an INSURED PERSON will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

For Tax protection, WE will pay ACCOUNTANT'S COSTS;

For Jury service and Court attendance, WE will pay ATTENDANCE EXPENSES;

For all other insured incidents under this cover, WE will pay LEGAL COSTS and OPPONENTS' COSTS;

For all insured incidents under this cover, WE will pay COSTS AND EXPENSES to make or defend an appeal as long as the INSURED PERSON tells DAS within the time limits allowed that they want DAS to appeal.

Before WE pay the COSTS AND EXPENSES for an appeal, DAS must agree that it is always more likely than not that the appeal will be successful.

### What is not insured

A claim where the INSURED PERSON has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages, of making a successful defence or getting any other legal remedy that DAS have agreed to.

An incident or matter arising before the start of this cover of YOUR POLICY.

COSTS AND EXPENSES incurred prior to DAS's written acceptance of a claim. If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where WE have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this cover, COSTS AND EXPENSES will be paid on the basis of DAS's standard REPRESENTATIVE agreement.

Fines, penalties, compensation or damages which an INSURED PERSON is ordered to pay by a court or other authority.

A claim intentionally brought about by an INSURED PERSON.

A legal action that an INSURED PERSON takes which DAS or the REPRESENTATIVE have not agreed to or where an INSURED PERSON does anything that hinders DAS or the REPRESENTATIVE.

A claim relating to written or verbal remarks which damage an INSURED PERSON'S reputation.

A dispute with US or DAS not otherwise dealt with under the Complaints section.

# Personal legal expenses

## What is insured

### Employment disputes

DAS will negotiate for the INSURED PERSON'S legal rights in a dispute relating to their contract of employment or future employment.

### Contract disputes

DAS will negotiate for:  
the INSURED PERSON'S legal rights in a contractual dispute arising from an agreement or an alleged agreement which the INSURED PERSON has entered into:

- a) for the buying or hiring in of any goods or services; or
- b) for the selling of any goods; or
- c) relating to YOUR HOME or SECONDARY HOME leased or rented to YOU in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;

YOUR legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which YOU have entered into for the buying or selling of YOUR HOME or SECONDARY HOME;

YOUR legal rights in a contractual dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.

### Provided that

1. the amount in dispute is more than £100.
2. the INSURED PERSON has entered into the agreement or alleged agreement during the PERIOD OF COVER.

## What is not insured

Apart from US, the INSURED PERSON is the only person who may enforce all or any part of this cover of YOUR POLICY and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this cover of YOUR POLICY in relation to any third- party rights or interest.

COSTS AND EXPENSES arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the INSURED PERSON.

A claim relating:

- 1) to employers' disciplinary hearings or internal grievance procedures;
- 2) solely to personal injury.

A claim relating to:

- 1) a contract regarding an INSURED PERSON'S trade, profession, employment or any business venture;
- 2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- 3) the settlement payable under an insurance policy (DAS will negotiate if an INSURED PERSON'S insurer refuses their claim, but not for a dispute over the amount of the claim);
- 4) a dispute arising from any loan, mortgage, pension, investment or borrowing.

# Personal legal expenses

## What is insured

### Bodily injury

DAS will negotiate for an INSURED PERSON'S legal rights in a claim against a party who causes the death of, or bodily injury to, an INSURED PERSON.

### Clinical negligence

DAS will negotiate for an INSURED PERSON'S legal rights where it is alleged that accidental death or bodily injury to an INSURED PERSON has resulted from a single negligent act of surgery, clinical or medical procedure.

### Property protection

DAS will:

- 1) negotiate for an INSURED PERSON'S legal rights in a civil action: and/or
- 2) arrange mediation;

for a dispute relating to material property (including YOUR principal home and SECONDARY HOME) which is owned by an INSURED PERSON, or for which an INSURED PERSON is responsible, following:

- a) an event which causes physical damage to such material property, provided that the amount in dispute is more than £100;
- b) a legal nuisance (meaning an unlawful interference with an INSURED PERSON'S use or enjoyment of their land, or some right over, or in connection with it);
- c) a trespass.

## What is not insured

A claim relating to:

- 1) illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident;
- 2) any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the INSURED PERSON;
- 3) clinical negligence;
- 4) defending an INSURED PERSON'S legal rights, but defending a counter-claim is covered.

A claim relating to:

- 1) the alleged failure to correctly diagnose the INSURED PERSON'S condition; or
- 2) psychological injury or mental illness that is not associated with an INSURED PERSON having suffered physical bodily injury.

1) A claim relating to:

- a) a contract entered into by an INSURED PERSON;
- b) any building or land other than YOUR principal home or SECONDARY HOME;
- c) someone legally taking an INSURED PERSON'S material property from them, whether the INSURED PERSON is offered money or not, or restrictions or controls placed on an INSURED PERSON'S material property by any government or public or local authority;
- d) work done by any government or public or local authority unless the claim is for accidental physical damage;
- e) mining subsidence.

2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as DAS accept the claim.

# Personal legal expenses

## What is insured

### Tax protection

In the event of a FULL ENQUIRY into an INSURED PERSON'S tax affairs, DAS will negotiate for an INSURED PERSON, and represent them in any appeal proceedings.

### Jury service and Court attendance

WE will pay the ATTENDANCE EXPENSES incurred by an INSURED PERSON;

- 1) to attend a court or tribunal at the request of the REPRESENTATIVE; or
- 2) to perform jury service.

### Legal defence

- 1) DAS will defend an INSURED PERSON'S legal rights if an event arising from an INSURED PERSON'S work as an employee leads to:
  - a) an INSURED PERSON being prosecuted; or
  - b) civil action being taken against an INSURED PERSON under:
    - legislation for unlawful discrimination; or
    - section 13 of the Data Protection Act 1998.
- 2) DAS will defend an INSURED PERSON'S legal rights if an event leads to their prosecution for an offence connected with the use of or driving of a motor vehicle.

### Special conditions

- 1) An INSURED PERSON must:
  - a) keep to the terms and conditions of this cover of YOUR POLICY;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount WE have to pay as low as possible;
  - d) send everything DAS ask for, in writing;
  - e) give DAS full and truthful details by phone or in writing of any claim as soon as possible and give DAS any information DAS need.

## What is not insured

- 1) The tax affairs of a company, or any claim if the INSURED PERSON is self-employed, or a sole-trader or in a business partnership.
- 2) An investigation or enquiries by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

- 1) Parking or obstruction offences.
- 2) The driving of a motor vehicle by an INSURED PERSON for which the INSURED PERSON does not have valid motor insurance.

## Personal legal expenses

### What is insured

- 2)
  - a) DAS can take over and conduct in the name of an INSURED PERSON, any claim or legal proceedings at any time. DAS can negotiate any claim on behalf of an INSURED PERSON.
  - b) A REPRESENTATIVE will be appointed by DAS and DAS will have direct contact with the REPRESENTATIVE. However, the INSURED PERSON shall be free to choose an alternative REPRESENTATIVE by sending DAS the suitably qualified persons name and address.
  - c) The REPRESENTATIVE must cooperate fully with DAS at all times and will represent the INSURED PERSON according to DAS's standard terms of appointment (which may include no win - no fee).
  - d) An INSURED PERSON must co- operate fully with DAS and the REPRESENTATIVE and must keep DAS up to date with the progress of the claim.
  - e) An INSURED PERSON must give the REPRESENTATIVE any instructions that DAS ask for.
  
- 3)
  - a) An INSURED PERSON must tell DAS if anyone offers to settle a claim.
  - b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may refuse to pay further COSTS AND EXPENSES.
  - c) WE may decide to pay the INSURED PERSON the amount of damages that the INSURED PERSON is claiming or that is being claimed against them, instead of starting or continuing legal proceedings.
  
- 4)
  - a) An INSURED PERSON must tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited, if DAS ask for this.
  - b) An INSURED PERSON must take every step to recover COSTS AND EXPENSES that WE have to pay and must pay US any COSTS AND EXPENSES that are recovered.
  
- 5) If a REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if an INSURED PERSON dismisses the REPRESENTATIVE, without good reason, the cover WE provide will end at once, unless DAS agree to appoint another REPRESENTATIVE.

### What is not insured

## Personal legal expenses

### What is insured

- 6) If an INSURED PERSON settles a claim or withdraws it without DAS's agreement, or does not give suitable instructions to a REPRESENTATIVE, the cover WE provide will end at once and WE will be entitled to reclaim from YOU COSTS AND EXPENSES WE have paid.
- 7) DAS may, at DAS's discretion require the INSURED PERSON to obtain, at the INSURED PERSON's expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the INSURED PERSON and DAS, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an INSURED PERSON will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, WE will pay the cost of obtaining the opinion.
- 8) WE will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover of YOUR POLICY did not exist.
- 9) This cover of YOUR POLICY will be governed by English law.
- 10) All Acts of Parliament mentioned in this cover of YOUR POLICY include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### Landlord and tenant disputes

- 1) DAS will negotiate for the INSURED PERSON'S legal rights in a contractual dispute arising from an agreement or an alleged agreement which the INSURED PERSON has entered into relating to YOUR HOME or SECONDARY HOME leased or rented to YOU in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
- 2) DAS will negotiate for the following:
  - (a) England, Wales and Scotland  
YOUR legal rights in trying to get possession of YOUR PROPERTY that YOU have let under:
    - an assured shorthold tenancy
    - a short assured tenancy
    - an assured tenancy.

### What is not insured

A claim related to:

- 1) Repossession of YOUR PROPERTY because YOUR tenant has behaved anti- socially.
- 2) Any disagreement with YOUR tenant when the DATE OF OCCURRENCE is within the first 90 days of the first PERIOD OF COVER and the tenancy agreement started before the start of YOUR POLICY.
- 3) Any claim related to registering rents, reviewing rents, rent control, buying the freehold of YOUR PROPERTY or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

## Personal legal expenses

### What is insured

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

YOUR legal rights in trying to get possession of YOUR PROPERTY if YOU have let YOUR PROPERTY to a limited company and YOUR PROPERTY has been let for people to live in.

YOUR legal rights in trying to get possession of YOUR PROPERTY if YOU let YOUR PROPERTY and YOU live in YOUR PROPERTY as the landlord.

(b) Northern Ireland

YOUR legal rights in trying to get possession of YOUR PROPERTY that YOU have let to which the Private Tenancies Order 2006 applies.

(c) Isle of Man and the Channel Islands

YOUR legal rights in trying to get possession of YOUR PROPERTY that YOU have let under equivalent legislation in the Isle of Man or the Channel Islands, as applicable to YOUR PROPERTY.

Provided that:

1. For both (a) & (b) YOU must give the tenant the correct notices telling him or her that YOU want possession of YOUR PROPERTY.
2. All posted pre- agent notices and pre-proceeding notices must be sent by recorded delivery post.

3) DAS will negotiate for YOUR legal rights after an event which causes physical damage to YOUR PROPERTY. The amount in dispute must be more than £1000.

Provided that:

1. A detailed inventory of the contents and condition of YOUR PROPERTY (with supporting photographs) which the tenant has signed.

4) DAS will negotiate for YOUR legal rights to recover rent owed by YOUR tenant for YOUR PROPERTY if it has been overdue for at least one calendar month.

Provided that:

1. If YOU accept payment (or part payment) of rent arrears from the tenant of YOUR PROPERTY, YOU must be able to provide proof that YOU have warned the tenant that it does not prevent YOU taking further action against them under YOUR POLICY.
2. Where the tenant is a limited company, YOU must first seek advice from the appointed REPRESENTATIVE before accepting payment of rent arrears.

### What is not insured

- 4) A property let under a tenancy agreement that is not an assured shorthold, short assured or assured tenancy in England, Wales or Scotland or a property let in Northern Ireland to which the Private Tenancies Order 2006 does not apply, unless otherwise included under 2(a) above.

## Personal legal expenses

### What is insured

#### How we will settle your claim

The most WE will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is the amount shown in YOUR SCHEDULE.

#### How to make a claim

To make a claim under this cover of YOUR POLICY, please phone DAS on 0845 070 0172. DAS will ask YOU about YOUR legal dispute and, if necessary, call YOU back at an agreed time to give YOU legal advice. If YOUR dispute needs to be dealt with as a claim under this cover of YOUR POLICY, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether YOU are covered but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

If YOU prefer to report YOUR claim in writing, YOU can send it to DAS's Claims Department at the following address:

Claims Department  
DAS Legal Expenses Insurance Company Ltd  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Or, YOU can e- mail YOUR claim to DAS at:  
newclaims@das.co.uk

**Please do not phone DAS to report a general insurance claim.**

#### Helpline services

DAS provide these services 24 hours a day, 7 days a week during the PERIOD OF COVER. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help DAS check and improve their service standards, DAS record all calls, except those to the Counselling service. When phoning please tell DAS that you are an NFU Mutual policyholder.

#### EuroLaw Legal Advice

DAS will give an INSURED PERSON confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

If emailing, contact DAS at advice@DAS.co.uk stating the country which YOUR queries relate to and YOUR policy number. DAS will reply between 9am and 5pm, Monday to Friday.

### What is not insured

## Personal legal expenses

### What is insured

#### **Tax Advice Service**

DAS will give an INSURED PERSON confidential advice over the phone on personal tax matters.

#### **Health and Medical Information Service**

DAS will give an INSURED PERSON information over the phone on general health issues and non- diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Between the hours of 7pm and 9am DAS will take a message and a Health and Medical Advisor will contact the INSURED PERSON the next day or at an agreed time.

For the following three helpline services, YOU will be responsible for paying the costs for the help.

#### **Veterinary help**

DAS can help find a vet who can offer treatment if YOUR pet is ill or injured.

#### **Childcare help**

DAS can help YOU find a range of childcare options in YOUR area if an unforeseen event occurs (such as illness or injury to an INSURED PERSON) and YOU need to make alternative childcare arrangements.

#### **Home help**

DAS can help YOU find cleaning staff, au pairs and housekeepers if YOU need assistance to run YOUR home in a crisis (such as illness or injury to an INSURED PERSON).

DAS can provide YOU with contact details for these services 24 hours a day 7 days a week, but most of them only work standard office hours. If so, DAS will contact them for YOU the next working day and call YOU back.

#### **To contact these services, phone DAS on**

0845 070 0172 quoting YOUR POLICY number.

#### **Counselling**

DAS will provide an INSURED PERSON with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services.

### What is not insured

## Personal legal expenses

### What is insured

To contact the Counselling helpline, phone DAS on 0117 934 2121 quoting YOUR POLICY number.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

### Household Law Website

DAS provide a website which gives free access to a wealth of legal information and provides document building tools, to help resolve some of life's tricky legal problems. Whether it is to contest a parking ticket or need to prepare wills for yourself and a partner, there are a host of tools to help, most of which can be used completely free of charge. All documents are generated on- screen, and are based on your responses to a series of straightforward questions.

Access to the above service is available using [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)

Registration code: **DAS2ADD67C67**

### What is not insured

### Complaints

DAS will always try to give YOU a quality service. If YOU think DAS have let YOU down, please write to DAS's Customer Relations Department at DAS's Head Office address shown below. Or YOU can phone DAS on 0117 934 0066 or e- mail DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of DAS's internal complaint- handling procedures are available on request.

If there is a disagreement about the way DAS handle a claim that is not resolved through DAS's internal complaints procedure, the INSURED PERSON can contact the Financial Ombudsman Service for help.

DAS's Head and Registered Office is:

DAS Legal Expenses Insurance Company Ltd  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

# Business legal expenses

This cover only applies if Homemaker, for the business shown on YOUR SCHEDULE, and/or Holiday accommodation cover is in force. YOUR SCHEDULE will show YOU if the cover is in force.

## Definitions (applicable to this cover only)

### ACCOUNTANTS COSTS

A reasonable amount in respect of all costs reasonably incurred by the REPRESENTATIVE.

### ASPECT ENQUIRY

An examination by HM Revenue & Customs which considers one or more specific aspects of YOUR self- assessment and/or corporation tax return.

### ATTENDANCE EXPENSES

The INSURED PERSON'S salary or wages for the time that the INSURED PERSON is off work to attend any court, tribunal, or arbitration hearing at the request of the REPRESENTATIVE or while attending jury service. WE will pay for each half or whole day that the court, tribunal or the INSURED PERSON'S employer will not pay for.

The amount WE will pay is based on the following:

- the time the INSURED PERSON is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the INSURED PERSON works full time, the salary or wages for each whole day equals 1/250th of the INSURED PERSON'S yearly salary or wages;
- if the INSURED PERSON works part time, the salary or wages will be a proportion of the INSURED PERSON'S weekly salary or wages;

### BUSINESS

The business as described on YOUR SCHEDULE.

### COSTS AND EXPENSES

ACCOUNTANTS COSTS, ATTENDANCE EXPENSES, LEGAL COSTS and OPPONENTS' COSTS.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

### DATE OF OCCURRENCE

- For civil cases (except under Contract disputes and Tax protection), the date of occurrence is when the cause of action first accrued.
- For Contract disputes, the date of occurrence is when the INSURED PERSON could reasonably be expected to become aware of the breach of contract.
- For criminal cases, the date of occurrence is when the INSURED PERSON began, or is alleged to have begun, to break the criminal law in question.
- For a FULL ENQUIRY and ASPECT ENQUIRY, the date of occurrence is when HM Revenue & Customs first notifies the INSURED PERSON in writing of their intention to make enquiries.
- For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when HM Revenue & Customs sends YOU an assessment or written decision.

### FULL ENQUIRY

An extensive examination by HM Revenue & Customs which considers all aspects of YOUR direct tax affairs, excluding those enquiries which are limited to one or more specific aspects of YOUR self- assessment and/or corporation tax return.

### INSURED PERSON

YOU and YOUR directors, partners, managers and EMPLOYEES.

# Business legal expenses

## LEGAL COSTS

All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis.

## OPPONENTS' COSTS

The costs incurred by opponents in civil cases if an INSURED PERSON has been ordered to pay them, or pays them with the agreement of DAS.

## REPRESENTATIVE

The lawyer, accountant or other suitably qualified person whom DAS appoint to act for an INSURED PERSON in accordance with the terms of this cover of YOUR POLICY.

## TERRITORIAL LIMITS

**For Contract disputes, Legal defence (excluding 4) and Property protection and Bodily injury (excluding b):**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

**For all other insured incidents under this cover:**

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

## What is insured

WE agree to provide the insurance in this cover of YOUR POLICY, as long as:

- the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF COVER; and
- occurs within the TERRITORIAL LIMITS in connection with the BUSINESS; and
- any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the TERRITORIAL LIMITS; and
- for civil claims it is always more likely than not that an INSURED PERSON will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

If a REPRESENTATIVE is used, WE will pay the COSTS AND EXPENSES incurred for this.

We will pay compensation awards DAS have agreed to. The most WE will pay for all compensation awards in any one PERIOD OF COVER is £1,000,000.

For all insured incidents, DAS will help in appealing or defending an appeal as long as the INSURED PERSON tells DAS within the time limits allowed that they want DAS to appeal.

Before WE pay any COSTS AND EXPENSES for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

## What is not insured

A claim where the INSURED PERSON has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages, of making a successful defence or getting any other legal remedy that DAS have agreed to.

An incident or matter arising before the start of this cover of YOUR POLICY.

COSTS AND EXPENSES incurred prior to DAS's written acceptance of a claim. If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where WE have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this cover, COSTS AND EXPENSES will be paid on the basis of DAS's standard REPRESENTATIVE agreement.

Fines, penalties, compensation or damages which an INSURED PERSON is ordered to pay by a court or other authority other than compensation awards as covered under b) Compensation awards and Legal defence.

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Any claim relating to franchise or agency agreements entered into by YOU.

Any insured incident deliberately or intentionally caused by an INSURED PERSON.

# Business legal expenses

## What is insured

### Employment disputes and compensation awards

#### a) Employment disputes

DAS will defend YOUR legal rights:

- 1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an EMPLOYEE; or
- 2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3) in legal proceedings in respect of any dispute with
  - a) an EMPLOYEE or ex- EMPLOYEE or a trade union acting on behalf of an EMPLOYEE or ex- EMPLOYEE which arises out of, or relates to, a contract of employment with YOU; or
  - b) an EMPLOYEE, prospective EMPLOYEE or ex- EMPLOYEE arising from an alleged breach of their statutory rights under employment legislation.

#### b) Compensation awards

WE will pay:

- 1) any basic and compensatory award; and/or

## What is not insured

A dispute with US or DAS not otherwise dealt with under the Complaints section.

Any claim relating to a shareholding or partnership share in YOUR BUSINESS unless such shareholding was acquired under a scheme open to all of YOUR EMPLOYEES or a substantial number of them of a certain minimum grade other than YOUR directors or partners.

Any Judicial review.

Any legal action the INSURED PERSON takes which DAS or the REPRESENTATIVE has not agreed to or where the INSURED PERSON does anything that hinders DAS or the REPRESENTATIVE.

Any claim relating to any non- contracting party's right to enforce all or any part of this cover of YOUR POLICY. The Contracts (Rights of Third Parties) Act 1999 does not apply to this cover of YOUR POLICY.

When either at the commencement of or during the course of a claim, YOU are bankrupt or have filed a bankruptcy petition or winding- up petition, or have made an arrangement with YOUR creditors, or have entered into a deed of arrangement or are in liquidation or part or all of YOUR affairs or property are in the care or control of a receiver or administrator. This exclusion applies to all parts of this cover other than Employment disputes and compensation awards and Legal defence.

Any claim in respect of damages for personal injury or loss of or damage to property.

Any claim arising from or relating to any transfer of BUSINESS which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

A claim relating to:

any compensation award relating to the following:

## Business legal expenses

### What is insured

- 2) an order for compensation following a breach of YOUR statutory duties under employment legislation

in respect of a claim DAS have accepted under a) Employment disputes.

### Provided that

- 1) in cases relating to performance and/or conduct, YOU have throughout the Employment dispute either:
  - a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
  - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c) sought and followed advice from DAS's legal advice service.
- 2) for an order of compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from DAS's legal advice service since the date when YOU should have known about the employment dispute.
- 3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, YOU have sought and followed advice from DAS's Claims Department prior to serving notice of redundancy.
- 4) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.

### c) Service occupancy

DAS will negotiate for YOUR legal rights against an EMPLOYEE or ex- EMPLOYEE to recover possession of premises owned by YOU, or for which YOU are responsible.

### Legal defence

At YOUR request DAS will:

- 1) defend the INSURED PERSON'S legal rights:
  - a) prior to the issue of legal proceedings when dealing with the
    - Police
    - Health and Safety Executive and/ or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the INSURED PERSON has or may have committed

### What is not insured

- trade union activities, trade union membership or non- membership;
- pregnancy or maternity rights;
- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
- statutory rights in relation to trustees of occupational pension schemes;
- statutory rights in relation to Sunday shop and betting work.

Non- payment of money due under the relevant contract of employment or statutory provision relating thereto.

Any award ordered because YOU have failed to provide relevant records to employees under the National Minimum Wage laws.

Any compensation award or increase in compensation award ordered by a court or tribunal for failing to comply with a recommendation or order it has made, including non- compliance with a reinstatement or re- engagement order.

Any claim relating to defending YOUR legal rights other than defending a counter- claim.

Any claim which leads to the INSURED PERSON being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## Business legal expenses

### What is insured

- a criminal offence;
  - b) following an event which leads to the INSURED PERSON being prosecuted in a court of criminal jurisdiction;
  - c) if civil action is taken against the INSURED PERSON for compensation under section 13 of the Data Protection Act 1998. WE will also pay any compensation award made against the INSURED PERSON under section 13 of the Data Protection Act 1998.
- 2) defend YOUR legal rights following civil action taken against YOU for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the PERIOD OF COVER.
  - 3) defend the INSURED PERSON'S (other than YOUR) legal rights if:
    - a) an event arising from their work as an EMPLOYEE leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion;
    - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of YOUR EMPLOYEES.
  - 4) represent the INSURED PERSON in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.
  - 5) represent YOU in appealing against the refusal of the Information Commissioner to register YOUR application for registration.
  - 6) pay the ATTENDANCE EXPENSES of an INSURED PERSON for jury service.

### Provided that

- 1) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the TERRITORIAL LIMIT shall be any place where the Act applies;
- 2) at the time of the insured incident, YOU have registered with the Information Commissioner in respect of cover 1) c) above.

### Contract disputes

DAS will negotiate for YOUR legal rights in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by YOU or on YOUR behalf for the purchase, hire, sale or provision of goods or of services.

### What is not insured

Any claim under 3) a) which leads to a civil action being taken against YOU.

Any claim relating to:

- the settlement payable under an insurance policy (DAS will negotiate if an INSURED PERSON'S insurer refuses their claim, but not for a dispute over the amount of the claim);

# Business legal expenses

## What is insured

### Provided that

- 1) the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, YOU will be responsible for the first £500 of LEGAL COSTS in each and every claim.
- 2) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3) if the dispute relates to money owed to YOU, a claim under this cover of YOUR POLICY is made within 90 days of the money becoming due and payable.

## Tax protection

### a) Full or Aspect enquiries

DAS will negotiate on YOUR behalf in respect of a FULL ENQUIRY and/or ASPECT ENQUIRY and represent YOU in any subsequent appeal proceedings.

### b) Employers' compliance

DAS will negotiate on YOUR behalf and represent YOU in any appeal proceedings in respect of a dispute concerning YOUR compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

### c) VAT disputes

DAS will negotiate on YOUR behalf and represent YOU in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

### Provided that

for all insured incidents, YOU have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

## What is not insured

- a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- a loan, mortgage, pension or any other financial product and choses in action;
- a motor vehicle, its parts or accessories, owned by, or hired or leased to YOU other than agreements relating to the sale of motor vehicles where YOU are engaged in the business of selling motor vehicles.

A dispute with an EMPLOYEE or ex- EMPLOYEE which arises out of, or relates to, a contract of employment with YOU.

A dispute which arises out of the:

- sale or provision of computer hardware, software, systems or services; or
- purchase or hire of computer hardware, software, systems or services; tailored by a supplier to YOUR own specification.

A dispute arising from a breach or alleged breach of professional duty by an INSURED PERSON.

The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

In respect of ASPECT ENQUIRIES the first £200 of COSTS AND EXPENSES in each and every claim.

WE will not pay more than £5,000 for ASPECT ENQUIRIES.

Any insured incident arising from a tax avoidance scheme.

Any insured incident caused by YOUR failure to register for Value Added Tax.

Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.

Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

# Business legal expenses

## What is insured

## What is not insured

### Special conditions

- 1) An INSURED PERSON must:
  - a) keep to the terms and conditions of this cover of YOUR POLICY;
  - b) notify DAS immediately of any alteration which may materially affect DAS's assessment of the risk;
  - c) take reasonable steps to keep any amount WE have to pay as low as possible;
  - d) try to prevent anything happening that may cause a claim;
  - e) send everything DAS ask for, in writing;
  - f) give DAS full details of any claim as soon as possible and give DAS any information DAS need.
  
- 2)
  - a) In civil cases DAS can take over and conduct in the name of an INSURED PERSON any claim, proceeding or investigation. DAS can negotiate any claim on behalf of an INSURED PERSON.
  
  - b) A REPRESENTATIVE will be appointed by DAS. However, the INSURED PERSON shall be free to choose an alternative REPRESENTATIVE by sending DAS a suitably qualified person's name and address.
  
  - c) The REPRESENTATIVE must co- operate fully with DAS at all times and will represent the INSURED PERSON according to DAS's standard terms of appointment (which may include no win - no fee).
  
  - d) DAS will have direct contact with the REPRESENTATIVE.
  
  - e) An INSURED PERSON must co- operate fully with DAS and the REPRESENTATIVE and must keep DAS up- to- date with the progress of the claim.
  
  - f) An INSURED PERSON must give the REPRESENTATIVE any instructions that DAS require.
  
- 3)
  - a) An INSURED PERSON must tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS.

# Business legal expenses

## What is insured

- b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, DAS may refuse to pay further COSTS AND EXPENSES.
- c) DAS may decide to pay the INSURED PERSON a reasonable sum of money in respect of the amount of damages that the INSURED PERSON is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4) a) If DAS ask, an INSURED PERSON must tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited.
- b) An INSURED PERSON must take every step to recover COSTS AND EXPENSES that WE have to pay and must pay US any COSTS AND EXPENSES that are recovered.
- 5) If a REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if an INSURED PERSON dismisses a REPRESENTATIVE without good reason, the cover WE provide will end at once, unless DAS agree to appoint another REPRESENTATIVE.
- 6) If an INSURED PERSON settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to a REPRESENTATIVE, the cover WE provide will end at once and WE will be entitled to re- claim any COSTS AND EXPENSES paid by US.
- 7) DAS may at their discretion require YOU to obtain an opinion from counsel at YOUR expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by US.
- 8) This cover of YOUR POLICY will be governed by English law.
- 9) All Acts of Parliament within this cover of YOUR POLICY shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be and any subsequent amendment or replacement legislation.

## What is not insured

# Business legal expenses

## What is insured

## What is not insured

### How we will settle your claim

The most WE will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit shown on YOUR SCHEDULE.

### How to make a claim

To make a claim under this cover of YOUR POLICY, please phone DAS on 0845 070 0172. DAS will ask YOU about YOUR legal dispute and, if necessary, call YOU back at an agreed time to give YOU legal advice. If YOUR dispute needs to be dealt with as a claim under this cover of YOUR POLICY, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether YOU are covered but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

If YOU prefer to report YOUR claim in writing, YOU can send it to DAS's Claims Department at the following address:

Claims Department  
DAS Legal Expenses Insurance Company Ltd  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Or, YOU can e-mail YOUR claim to DAS at:  
newclaims@das.co.uk

**Please do not phone DAS to report a general insurance claim.**

### Helpline services

DAS provide these services 24 hours a day, 7 days a week during the PERIOD OF COVER. To help DAS check and improve their service standards, all calls are recorded. When phoning, please tell DAS that you are an NFU Mutual policyholder.

### **Eurolaw commercial legal advice**

DAS will give YOU confidential legal advice over the phone on any commercial legal problem affecting YOUR BUSINESS, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### **Tax advice**

DAS will give the YOU confidential advice over the phone on any tax matters affecting YOUR BUSINESS, under the laws of the United Kingdom.

## **Business legal expenses**

### **What is insured**

**To contact the above services, phone DAS on 0845 070 0172** and state that you are an NFU Mutual policyholder.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

### **The Employment manual**

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web- based document can be printed off for YOUR own use. Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your e- mail address, quoting your policy number and DAS will e- mail to inform you of future updates to the information.

### **Complaints**

DAS will always try to give YOU a quality service. If YOU think DAS have let YOU down, please write to DAS's Customer Relations Department at DAS's Head Office address shown below. Alternatively, YOU can phone DAS on 0117 934 0066 or email DAS at:  
[customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of DAS's internal complaint- handling procedures are available on request.

If there is a disagreement about the way DAS handle a claim and that disagreement is not resolved through DAS's internal complaints procedure, DAS and the INSURED PERSON can choose a suitably qualified person to arbitrate. DAS and the INSURED PERSON must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

DAS's Head and Registered Office is:  
DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England and Wales, number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

### **What is not insured**

# Annual travel

Please refer to your separate Travel policy booklet and schedule.

# Security endorsements

These endorsements apply only if the titles below appear on YOUR SCHEDULE.

## Minimum security insurance condition

WE will not pay for DAMAGE caused by theft or attempted theft from YOUR HOME (excluding garages and outbuildings) unless the following security (or alternative security protections as agreed by US) is put into effect:

### External Doors

External doors and any access doors from integral garages or outbuildings or doors to other BUILDINGS not in the sole occupation of the Insured must be secured by:

1. Single doors and second closing leaf of double doors
  - a) timber - either
    - i) mortice deadlock of 5 levers or more fitted with accompanying box striking plate, complying with BS3621; or
    - ii) cylinder operated mortice deadlock or surface mounted rim cylinder deadlock with profile cylinder complying with EN 1303 grade 4, or above,
  - b) aluminium - cylinder operated mortice deadlock with profile cylinder complying with EN 1303 grade 4 or above,
  - c) UPVC - a proprietary cylinder action multi- point locking device, with removable key, having central top and bottom mounted deadlocking bolt throws,

If the door is not the main / final exit door, then either it must comply with the above or at least be fitted with a removable key operated lock and additional internal mounted top and bottom security mortice rack bolts or lockable surface mounted equivalent or a standard agreed by US;

2. Double doors - First closing leaf  
Key operated locks or bolts (with detachable keys) fitted inside top and bottom and locking into the top frame and sill, or flush bolts fitted top and bottom to the inside door edge of the first closing leaf and locking into the top frame and sill;
3. Patio or other sliding doors  
Key operated hook lock or bolt with detachable keys, which prevents horizontal and vertical movement or, where this is not the case, additional key operated surface mounted 'anti- theft' patio locking devices to be fitted to both sides of the frame to prevent vertical movement;
4. Other doors  
Security as agreed by US;

### Windows

All external basement, ground floor and other accessible opening windows greater than 220 mm by 180 mm (including fanlights and skylights)

- a) to be secured with window locks with removable keys. Where the opening section exceeds 600 mm in height or width they should be fitted with a multi point locking system or two window locks (these locks do not have to be put into operation at night in occupied bedrooms), or
- b) where windows are not required to be opened, they may be screwed permanently shut. Security screws shall be used and the heads countersunk and plugged;

When YOUR HOME is unattended, all keys left in YOUR HOME must be removed from door and window locks and hidden from view.

Important note: Attention also needs to be given to any requirements under the Disability Discrimination Act 1995 and that these fully comply with any speciality needs/requirements due to nature of occupancy by persons.

# Security endorsements

## Alarm security insurance condition

**Definitions** (applicable to this endorsement only)

### **KEYS**

Keys include portable ACE readers, electronic pass code and details of any combination access codes.

### **INTRUDER ALARM SYSTEM**

The component parts including the means of communication used to transmit signals.

### **RESPONSIBLE PERSON**

YOU or any adult person authorised by YOU to be responsible for the security of YOUR HOME.

WE will not pay for DAMAGE caused by theft or attempted theft from YOUR HOME (excluding garages and outbuildings) unless the following security (or alternative security protection as agreed by US) is put into effect:

- a) an INTRUDER ALARM SYSTEM is:
  - i) put into operation and working whenever YOUR HOME is left unattended,
  - ii) maintained and serviced in full and efficient working order under an annual maintenance contract with the installer or as otherwise approved in writing by US;
- b) no alteration to or substitution of any part of the INTRUDER ALARM SYSTEM or the maintenance contract, takes place without OUR written agreement;
- c) all KEYS to the INTRUDER ALARM SYSTEM are removed from YOUR HOME whenever YOUR HOME is left unattended;
- d) YOU maintain secrecy of codes for the operation of the INTRUDER ALARM SYSTEM ;
- e) YOU must appoint at least two responsible key holders, details of which to be maintained and registered with the alarm installer and, when requested, with the local authority or Police;
- f) in the event of notification or activation of the system a key holder must attend the HOME as soon as is reasonably possible;
- g) YOUR HOME is not left without a RESPONSIBLE PERSON when YOU or any RESPONSIBLE PERSON are aware that the method of communication used to transmit signals is not in full operation;
- h) if YOU or any RESPONSIBLE PERSON are notified:
  - i) by the Police Authority or the alarm installer that response to alarm signals/calls from the INTRUDER ALARM SYSTEM may be restricted or withdrawn,
  - ii) that the INTRUDER ALARM SYSTEM is not in or cannot be maintained in full working order,
  - iii) by any other source of any information relating to the effectiveness and full operation of the INTRUDER ALARM SYSTEM,
  - iv) by a Local Authority or Magistrate imposing any requirement for abatement of a nuisance YOU or a RESPONSIBLE PERSON shall advise US as soon as possible, but no later than 10 am on OUR next working day, and comply with any subsequent requirements stipulated by US.

## **Security endorsements**

### **Voluntary minimum security insurance condition**

YOU have agreed to comply with the Minimum security insurance condition detailed above. In the event of this condition not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

### **Voluntary alarm security insurance condition**

YOU have agreed to comply with the Alarm security insurance condition detailed above. In the event of this condition not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

### **Voluntary minimum security and alarm security insurance condition**

YOU have agreed to comply with the Minimum security and Alarm insurance conditions detailed above. In the event of one or both of these conditions not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

### **Minimum security and voluntary alarm security insurance condition**

Where the Minimum security insurance condition detailed above has not been complied with WE will not pay for DAMAGE caused by theft or attempted theft.

Where the Alarm insurance condition detailed above has not been complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

# General exclusions

(Applying to the whole POLICY)

WE do not cover the following.

## **Terrorism**

Any damage, physical injury or illness, cost or expense of whatever nature directly or indirectly caused by or resulting from or in connection with:

- any ACT OF TERRORISM regardless of any other cause or event contributing at the same time or in any other sequence to the loss;
- any action taken to control, prevent, suppress, or in anyway relating to, an ACT OF TERRORISM.

## **War risks**

DAMAGE caused by war, invasion or any similar event, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

## **Radioactivity**

DAMAGE or liability caused by:

- ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

## **Loss of value**

Loss of market value if this is more than the cost of repair or replacement.

## **Existing damage**

Any DAMAGE, ACCIDENT, ILLNESS or liability which begins before the start of cover under the relevant cover of this POLICY.

## **Pollution and contamination**

DAMAGE or liability arising from pollution or contamination unless caused by:

- a sudden and unforeseen and identifiable incident;
- leakage of oil from a DOMESTIC oil installation at YOUR HOME or in YOUR GARDEN and happening during the PERIOD OF COVER.

## **Illegal activities**

DAMAGE caused by the HOME being used for the furtherance of any illegal activity by YOU, YOUR FAMILY, YOUR tenant or their guests in the HOME with YOUR express or implied permission.

## **Bio Diesel Fuel**

Any DAMAGE or liability arising from the manufacturing of bio diesel fuel by YOU.

# General conditions

(Applying to the whole POLICY)

## Your rights to policy benefit

To qualify for benefit YOU or any other person seeking benefit under this POLICY must keep to the terms and conditions of the POLICY. Failure to do so could result in YOUR POLICY being cancelled, a claim not being paid or payments being stopped under any ongoing claim.

YOU must also:

- maintain the property in good condition;
- take reasonable care to prevent any accidents, injury or DAMAGE;
- keep the cost of any claims as low as possible under this POLICY;
- follow the maker's recommendations for inspection and maintenance and meet any legal requirements, if YOU have a lift in YOUR HOME; and
- do all YOU reasonably can to properly look after any animal.

## Keeping us informed

YOU must tell US immediately of any change of circumstances which will affect this insurance. If YOU are not sure whether the change will affect YOUR insurance YOU should tell US anyway. When YOU inform US of any relevant changes WE may alter, suspend or cancel the terms of the POLICY and amend the premium before YOUR next renewal.

If YOU have cover under the Personal accident cover, YOU must tell US:

- if YOU change YOUR JOB or arrange any other personal accident or illness insurance (other than as part of a motor or travel policy); and
- about any injury, disease or physical problem YOU are affected by since the previous premium was paid.

## How to claim

If anything happens which might result in a claim, YOU must do the following:

- tell US as soon as possible;
- provide all the written details and documents that WE ask for;
- tell the police about any theft, attempted theft, damage caused by malicious people or vandals, or lost property insured under the Personal belongings cover under this POLICY;
- if an animal is injured or ill YOU must immediately employ a VET at YOUR expense and have the animal properly treated;
- not admit responsibility or try to settle a claim without OUR written permission. YOU must send US any letters YOU receive about the incident immediately;
- YOU must not abandon any property to US.

If YOU have cover under the Dog and cat or Homemaker covers and YOU claim WE are entitled to examine any animal. If YOU claim for the death of an animal YOU must tell US at least 24 hours before the disposal of the carcass of the animal.

If YOU have cover under the Personal accident cover, YOU must allow US to arrange a medical examination. If YOU die, WE must be given reasonable notice before YOU are buried or cremated, so that WE can be represented at any post-mortem or inquest.

## Our rights if you claim

WE, or anyone appointed by US, may:

- enter any building where DAMAGE has taken place and take control of the remains;
- take over, defend or settle a claim made against YOU;
- at OUR own expense, take legal action in YOUR name to get back any payment WE have made under YOUR POLICY.

## **General conditions**

### **Other insurance**

If, when YOU claim there is other insurance covering the same accident, illness, DAMAGE or liability, WE will only pay OUR share. This does not apply to the:

- Personal accident;
  - Contents "Additional insurance" - Fatal injury to you, your husband, wife or civil partner;
  - Contents plus "Additional insurance" - Fatal injury to you or your family;
- covers of YOUR POLICY.

### **Arbitration**

If WE accept YOUR claim, but cannot agree with YOU on the amount WE should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between YOU and US in line with current law.

If this happens, YOU cannot take legal action against US until the arbitrator has made a decision.

### **Fraud and misrepresentation**

If YOU or anyone acting for YOU:

1. makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
2. intentionally misrepresents, misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the POLICY and WE will have the right to:

1. avoid, or at OUR option cancel, the POLICY without returning any premium that YOU have paid;
2. recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
3. refuse any other benefit under the POLICY.

### **Cancelling your policy**

WE may cancel YOUR POLICY by giving YOU 14 days written notice to YOUR last known address. WE will then refund part of YOUR premium.

YOU may cancel YOUR POLICY by sending US written notice. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF COVER.

If YOU default under OUR Credit Agreement to pay the premium, cover under YOUR POLICY will cease in accordance with the conditions of the Credit Agreement unless WE agree otherwise in writing.

### **More than one address**

If YOUR POLICY covers BUILDINGS or CONTENTS at more than one address, WE will treat it as though YOU have a separate POLICY for each address.

### **Building Works Notification**

If YOU plan to carry out any work to improve, renovate, extend, build or demolish any part of the BUILDINGS where the estimated cost of the works is in excess of £50,000, YOU must inform US at least 21 days prior to the commencement of the works and before YOU enter into any contract for the works. WE may consequently amend the terms of this POLICY. If YOU do not advise US of such works WE will not have to pay any claim caused by or resulting from the works. YOU do not need to inform US if the work is for redecoration only.

## General conditions

### No claim discount

Where YOU are entitled to a no claim discount the renewal premium will be reduced in accordance with the following scale if a claim has not been made during the PERIOD OF COVER:

Previous year claim free	15%
Previous two years claim free	20%
Previous three years claim free	25%
Previous four or more years claim free	30%

Each claim will reduce the discount at YOUR next renewal from the level which applied during the PERIOD OF COVER according to the following scale:

Discount entitlement	After 1 claim	Or after 2 or more claims
15%	Nil	Nil
20%	Nil	Nil
25%	15%	Nil
30%	20%	Nil

Not all covers are eligible for a no claims discount. YOUR SCHEDULE will show where a discount applies.

# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - (e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
  - (a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
  - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - (g) "YOU" and "YOUR" refer to the policyholder.

# Mutuaide emergency assistance

If you need help with your boat or caravan, insured with NFU Mutual, while travelling outside the United Kingdom, the Isle of Man or the Channel Islands, Mutuaide Assistance provide this on our behalf.

A telephone call to Mutuaide's centre in Paris at any time of the day or night will give you immediate access to English speaking staff trained to give help in emergencies.

- If you are in France call 0800 22 92 92 (There will be no charge for your call.)
- From any country when using a land line call France, using the international dialling out code for the country concerned, on 33 1 45 16 64 65 (Mutuaide will be happy to call you back.)
- If you are in France or another country and using a mobile phone call +33 1 45 16 64 65 (Mutuaide will be happy to call you back.)
- Alternatively call the international operator requesting a reverse charge call to Paris 45 16 64 65.

The person you speak to will need to know:

- your name and home address;
- your address and phone number abroad;
- your policy number; and
- details of the emergency.

## Notes

- This benefit falls under the terms and conditions of the policy. You must refund any costs we pay which are not covered by your policy.
- Mutuaide will decide on the most suitable, practical and reasonable method of dealing with the emergency. If you do not follow their advice we may not cover your costs.
- We will not provide assistance if the problem relates only to your car unless your car is insured by us.
- If you intend to use your mobile phone we recommend you check with your service provider first, to ensure it operates outside the territorial limits.



The above website provides useful information relating to your holiday, both in terms of what you should do before you leave and information about the country (ies) you intend to visit. This service is provided by the Foreign and Commonwealth Office.

# Protecting your property

You have bought this policy to provide peace of mind. However, no insurance can fully make up for the trauma which follows loss or damage. It is worth taking time to make sure that you have taken sensible steps to protect your property.

## Fire

- Check electrical equipment regularly to make sure that flexes are in good condition and that plugs are wired correctly.
- Do not overload circuits by using multiple adaptors.
- Unplug any appliances not in use before you go to bed or when you go out.
- Install smoke alarms on all floors - they save lives.

## Burst pipes

- Lag exposed water pipes and tanks in the roof.
- Turn off the water and drain the system if you leave the property without heat in the winter.
- If the pipes do freeze, thaw them out slowly using hot water bottles.

## Security

- Use door and window locks and take the keys out of the locks when you go out. Your insurance advisor will be pleased to give advice on the most suitable types of door and window locks for your property. You may get a discount on your premium if you fit suitable locks.
- Leave a light on when you are out in the evening.
- Lock all garages and outbuildings when you are out.
- Lock ladders out of sight.
- Cancel newspapers and milk when you go away.
- Do not leave keys lying around or hanging inside the letterbox.
- Consider installing an intruder alarm - again your insurance advisor will be pleased to give you advice on the most suitable type. You may be entitled to a discount on your premium.

