

# Your Policy Documents



NFU MUTUAL  
BESPOKE HOME INSURANCE

We insure it. You enjoy it.



**NFU Mutual**  
INSURANCE | PENSIONS | INVESTMENTS

# HELPLINE NUMBERS

## HOW TO MAKE A CLAIM

For all claims, except Legal Expenses and Home Emergency, please see below for further details. The details for Home Emergency and Legal Expenses can be found across the page.

If anything happens that means you need to make a claim, please call us as soon as possible. We will give you immediate assistance and guidance.

## DURING NORMAL OFFICE HOURS

### LOCAL AGENCY

Call your local Agency. You can find their telephone number and office hours on our website <https://www.nfumutual.co.uk/branches/>. Their telephone number is also in your insurance documents.

## OUT OF NORMAL OFFICE HOURS FOR EMERGENCIES

### DOMESTIC EMERGENCY HELPLINE

In the event of 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.
- Call our Domestic Emergency Helpline on **0800 282652**.

Our Domestic Emergency Helpline will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs. Where the emergency repairs relate to damage covered under this policy, the costs will be paid for by NFU Mutual, minus any applicable excess.
- arrange alternative accommodation and transport to it, if you cannot stay in your home, due to damage covered under this policy.

## HOME EMERGENCY

This service provided by ARAG plc provides a 24-hour Home Emergency helpline.

You can use the helpline by calling **0344 5718167**.

Our Home Emergency service will pay for the attendance of a suitably qualified contractor, which could protect you from costs arising from a number of unforeseen domestic emergencies including:

- breakdown of the main heating system;
- plumbing and drainage problems;
- damage to, or failure of the home's doors, locks and windows;
- breakage of the toilet unit;
- loss of domestic power supply;
- vermin infestation;
- alternative accommodation costs;
- roof damage.

## 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: **0344 8936927**

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

## IDENTITY THEFT HELPLINE SERVICE

This service provided by DAS gives detailed guidance and advice over the phone in respect of any concerns about being or becoming a victim of identity theft.

For help, phone **0344 8936927**.

## **Thank you for placing your insurance with NFU Mutual.**

### **Cancellation rights**

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

### **Complaints**

We strive to provide our customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. If you are unhappy with the service you receive, please tell us straight away as we would like the chance to put things right. You can do this by calling your local agent, or in writing. You can also use our website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If you remain unhappy with the outcome you may be able to refer your complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone.

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 0800 678 1100.

### **Statutory status**

You can check our statutory status on the Financial Services Register. You can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on 0800 111 6768. Our Financial Services Register number is 117664.

# Contents

<b>Description</b>	<b>Page</b>
24-Hour Helpline numbers	Inside front cover
Thank you	1
Policy introduction	3
Definitions	4
General exclusions	9
General conditions	10
Buildings	14
Contents	22
Holiday accommodation	32
Homeworker	37
Smallholder	47
Valuables	56
Fine Art and Collections	58
Dog and cat - Loss of animal	62
Dog and cat - Vet's fees	65
Public Liability	69
Employers' Liability	75
Personal legal expenses	76
Business legal expenses	90
Home emergency	103
Annual travel	106
Terrorism	108
Security endorsements	109
Data protection	111
Charitable Assignment Condition	112
Protecting your property	Inside back cover

# 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, sweeping underline.

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

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.

## **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.

## **AGREED VALUE**

The value of an item agreed between YOU and US for the purpose of this POLICY only. WE make no representations that this is the value that the item would attain if sold. The AGREED VALUE should not be relied upon for any purpose except insurance with US.

## **BOAT(S)**

YOUR rowing boats, surfboards and sailboards, and dinghies up to 12 feet or 3.6 metres in length, including their equipment, launching trolley and life jackets.

## **BUILDINGS**

YOUR HOME and its:

- walls, gates, hedges and fences;
- tennis hard courts, swimming pools and hot tubs;
- terraces, drives and footpaths;
- pipe work to any DOMESTIC installation or any DOMESTIC appliance; and
- attached solar panels used for DOMESTIC purposes.

Also, any fixtures and fittings which belong to YOU.

BUILDINGS does not include:

- 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.

## **CONTENTS**

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

CONTENTS does not include:

- MOTORISED VEHICLES, their parts or accessories;
- vehicles licensed for road use, and their keys and 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 and for the clerical cost of reproducing them;
- 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;
- polytunnels;
- VALUABLES; or
- FINE ART and COLLECTIONS.

# Definitions

## **CREDIT CARDS**

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

## **DAMAGE**

Unexpected and unintended physical loss or damage.

## **DEPRECIATION**

The reduction in value of an item directly caused by DAMAGE to the item, less any repair or restoration cost.

## **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 ACCOMMODATION, HOMEWORKER BUSINESS or SMALLHOLDING, 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.

## **EXCESS**

The amount of each claim for which YOU are responsible for shown on YOUR SCHEDULE.

## **EXCLUDED RISKS**

DAMAGE due to:

- wear and tear or loss of value;
- moths, vermin, insects or fungus;
- the process of dyeing, cleaning, altering or repairing;
- any cause which happens gradually including but not limited to, mould, toxic mould, rust, mildew and oxidation;
- items seized or confiscated by any legal authority;
- misuse, electrical or mechanical breakdown (WE will pay for resultant DAMAGE unless another exclusion applies).

## **FAMILY**

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

## **FATAL INJURY**

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

# Definitions

## **FINE ART and COLLECTIONS**

Art, antiques and collectables of particular value that due to their age, style or artistic merit are of interest to a collector, being:

- antique or collectable furniture;
- pictures, paintings, drawings, etchings, prints, and photographs;
- tapestries and rugs;
- books and manuscripts;
- statues, sculptures, curios, and objets d'art;
- porcelain, rare glass and ceramics;
- clocks, barometers, and mechanical art;
- stamp, medal, or coin collections;
- wine collections;
- articles made of precious metals including gold, silver and platinum and gold and silver plated items; and
- all other collectable property;

all of which belong to YOU or for which YOU are legally responsible but only to the extent of YOUR financial liability to the owner.

WE do not cover;

- VALUABLES within FINE ART and COLLECTIONS;
- FINE ART and COLLECTIONS which are business property.

## **FIXTURES AND FITTINGS**

All items that are fixed to and form part of the structure of YOUR BUILDINGS including:

- decorations including wall paper, murals and stencilling;
- bathroom suites;
- fitted kitchens;
- flooring.

## **GARDEN**

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

## **HOLIDAY ACCOMMODATION**

Accommodation for paying guests.

## **HOLIDAY HOME**

The HOME YOU use to provide HOLIDAY ACCOMMODATION.

## **HOME**

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

## **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 cover - in line with the Royal Institution of Chartered Surveyors' House Rebuilding Cost Index.
- For the Contents, Valuables and items not specified in the SCHEDULE for Fine Art and Collections - 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.



# Definitions

## **MONEY**

- cash, cheques and traveller's cheques;
- bank drafts;
- postal or money orders and current postage stamps;
- National Savings stamps or certificates and Premium Bonds;
- travel tickets and cards;
- gift tokens; phone cards;
- sporting season tickets, theme park and excursion park tickets.

but not stamps forming part of a collection.

## **MOTORISED VEHICLES**

Any mechanically propelled vehicle and their keys and accessories or caravan or trailer attached thereto, other than:

- DOMESTIC garden equipment;
- electrically powered
  - invalid scooters,
  - wheelchairs,
  - pedal cycles,
  - toys,
  - golf trolleys and buggies;
- quad bikes
- motor bikes under 51 cc
- model planes, boats and trains not intended for the carriage of people.

## **OUTBUILDINGS**

Any permanent structure within the grounds of YOUR property used for DOMESTIC purposes which is not attached to the main building, all at the address shown in the SCHEDULE and which belong to YOU or for which YOU are legally responsible.

## **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.

## **PUT TO SLEEP**

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

## **REBUILDING COST**

The cost of repair or replacement, including;

- site clearance and debris removal costs;
- surveyors and architects costs and other legal fees;
- the cost of implementing other Building Regulation requirements if relevant; and
- any VAT incurred at the prevailing rate that might be payable on the costs.

## **REPLACEMENT COST**

The cost of replacing items as new.

## **SCHEDULE**

The latest schedule forming part of YOUR POLICY that gives details of the cover that WE provide.

## **SMALLHOLDING**

Up to 25 acres of land which YOU own or rent and YOU use for growing agricultural or horticultural produce and/or keeping livestock and which is insured under the Smallholder cover as shown on YOUR SCHEDULE.

## **STATEMENT OF INSURANCE**

The document that records the information that YOU have provided to US and that WE have used to underwrite YOUR POLICY.

## **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.

# Definitions

## **TERRITORIAL LIMITS**

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

## **UNOCCUPIED**

This is when the HOME is:

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

## **VET(S)**

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

## **VALUABLE(S)**

JEWELLERY, gemstones, watches, furs and guns which belong to YOU or YOUR FAMILY and for which YOU are legally responsible.

## **WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.

## **YOU, YOUR, YOURSELF**

Every person or organisation described on your SCHEDULE.

# 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 but this exclusion does not apply to the Fine Art and Collections cover.

## **Existing damage**

Any DAMAGE 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 or in connection with the HOME being used by YOU, YOUR FAMILY, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

## **Bio Diesel Fuel**

Any DAMAGE or liability arising from the manufacturing of bio diesel fuel by YOU or YOUR tenant.

## **Sanctions**

No cover is provided and WE shall not be liable to make any payment or provide any benefit under this POLICY to the extent that any applicable economic or trade sanctions (including without limitation, those imposed by the European Union, United Kingdom, or United States of America) prohibit US from doing so.

# 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.

WE will not pay YOUR claim unless YOU:

- 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 manufacturer's recommendations for inspection and maintenance and meet any statutory requirements, if YOU have a lift in YOUR HOME; and
- do all YOU reasonably can to properly look after any animal.

## Changes YOU must tell US about

YOU must tell US of any change to the information YOU have provided to US as detailed in YOUR STATEMENT OF INSURANCE and SCHEDULE.

For VALUABLES kept in the 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 YOU require cover for VALUABLES removed from the bank beyond these limits YOU must advise US in advance.

YOU must also tell US about changes in YOUR circumstances as detailed below.

Failure to tell US of any change may invalidate YOUR POLICY, prevent YOU from making a claim or affect the amount that YOU are able to claim.

When YOU inform US of any change, WE will tell YOU if this affects YOUR insurance. WE may cancel or alter the terms of the POLICY or amend the premium before YOUR next renewal or at YOUR next renewal.

YOU must tell US before:

- YOU change YOUR address;
- if YOU intend to leave YOUR HOME UNOCCUPIED;
- if YOU intend to let or sub-let YOUR HOME or use it as a holiday home;
- if YOU intend to use YOUR HOME for business purposes;
- 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 £100,000, 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. 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.

YOU must tell US immediately:

- if YOU, any member of YOUR FAMILY or any other person living with YOU incurs any criminal convictions (other than a motoring offence not involving dangerous driving);

YOU must tell US before renewal:

- if YOU, any member of YOUR FAMILY or any person living with YOU:
  - have had a claim made against them or made a claim or suffered an uninsured loss related to any other property not insured on this policy; and/or
  - incurred any Court Judgements e.g. CCJs whether satisfied or not; and/or
  - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/ Trust Deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs); and/or
  - been refused insurance, had any insurance cancelled, declared void (as though it never existed) or had any renewal declined or any special terms or conditions imposed; since the POLICY last renewed.

# General conditions

(Applying to the whole POLICY)

## How to claim

If anything happens which might result in a claim, YOU must do the following (failure to do so may entitle US to reduce the amount that WE pay YOU, or not to pay YOU at all):

- 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 persons or vandals; or lost property insured under the VALUABLES 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.

## (Applying to the Home Emergency cover)

If anything happens which might result in a claim, YOU must do the following:

- call the HOME EMERGENCY helpline as soon as possible and within 48 hours of YOU first becoming aware of a HOME EMERGENCY;
- always agree to use the CONTRACTOR chosen by the ADMINISTRATOR unless the ADMINISTRATOR appoints one of YOUR choosing;
- YOU must not settle the CONTRACTOR'S invoice or agree to pay EMERGENCY COSTS that YOU wish to claim for under this cover without the ADMINISTRATOR'S agreement.

If YOU have cover under the Dog and cat or Homeworker 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 remains of the animal.

## 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.

## 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 Contents "Additional insurance" - Family Fatality 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:

- makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- intentionally misrepresents, misdescribes or withholds any material fact 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:

- avoid, or at OUR option cancel, the POLICY without returning any premium that YOU have paid;
- 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
- refuse any other benefit under the POLICY.

## General conditions

### Canceling your policy

YOU may cancel YOUR POLICY by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF COVER.

WE may cancel YOUR POLICY at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR POLICY may be cancelled include, but are not limited to:

- where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR POLICY;
- where a change in YOUR circumstances means that WE can no longer provide cover;
- failure to comply with POLICY terms and conditions;
- use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 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.

If WE cancel YOUR POLICY WE will refund the part of YOUR premium applying to the remaining PERIOD OF COVER unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

### 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. This condition will not apply if there has been fraud, a non-disclosure or a misrepresentation that affects this POLICY or any claim.

### No claims discount

Where YOU are entitled to a no claims 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.

## **General conditions**

### **Renewal of your policy**

Prior to the renewal date of YOUR POLICY, WE will send YOU details of:

- the terms on which YOUR POLICY may be renewed;
- any changes to the POLICY cover; and
- the actions YOU need to take to renew YOUR POLICY.

If YOUR payment method for the POLICY is Direct Debit then YOUR POLICY will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed POLICY from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR POLICY.

If YOUR payment method for the POLICY is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR POLICY or YOU want to change the payment method YOU must contact US prior to the renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR POLICY WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Buildings

## What is insured

DAMAGE to YOUR BUILDINGS.

## What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

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 leaking from or frozen in any fixed DOMESTIC installation or any DOMESTIC appliance; or
- oil leaking from 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;
- or other gradually operating causes.

DAMAGE caused 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;
- arising from 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;
- arising from demolition, structural alterations or repairing YOUR BUILDINGS;
- arising from poor workmanship, materials or design.

The cost of maintenance or routine decoration.

DAMAGE caused by faulty design, materials or workmanship.



# Buildings

## What is insured

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

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

## 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.

YOU should ensure that the figures shown on YOUR SCHEDULE for REBUILDING COST include an adequate allowance for any VAT incurred at the prevailing rate that might be payable when repairing or replacing YOUR BUILDINGS.

Unless WE notify YOU otherwise, WE will not reduce YOUR insured REBUILDING COST after a claim.

# Buildings

## 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 YOUR HOME cannot be lived in because of DAMAGE insured by this cover WE will pay for:

- the loss of rent or ground rent due to YOU if the HOME is let out; or
- the reasonable costs of similar accommodation for YOU, YOUR FAMILY and YOUR DOMESTIC pets if the HOME is where YOU permanently reside.

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

#### 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.

#### 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 within YOUR HOME;
- oil escaping from any heating system within YOUR HOME;
- water escaping from underground service pipes for which YOU are legally responsible outside YOUR HOME but at the address shown on YOUR SCHEDULE.

and subsequently making good the DAMAGE caused by the search.

## What is not insured

### DAMAGE:

- caused by wear and tear;
- caused by electrical or mechanical breakdown.

### DAMAGE:

- caused by wear and tear;
- caused by electrical or mechanical breakdown.

# Buildings

## What is insured

### 6) 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.

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 £50,000.

### 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

## 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 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.

The most WE will pay is the insured REBUILDING COST.

### 14) Underinsurance protection non Listed buildings

WE will pay the full cost of rebuilding or repairing any DAMAGE to YOUR BUILDINGS, even if it is more than the insured REBUILDING COST, if at the start of the first PERIOD OF COVER or any subsequent renewal, YOU have had a professional independent REBUILDING COST valuation which is no more than three years old and WE have insured YOUR BUILDINGS at the time for at least the recommended value.

WE will only do this if YOUR BUILDING is not listed and YOU tell US about any additions, alterations or improvements YOU have made to the BUILDINGS since the valuation was carried out and YOU have amended the insured REBUILDING COST to reflect the work.

If YOU do not repair or replace YOUR BUILDINGS WE will pay YOU an amount which WE consider fair up to the insured REBUILDING COST.

### 15) Underinsurance protection Listed buildings

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 REBUILDING COST valuation which is no more than three years old and WE have insured YOUR BUILDINGS at the time, for at least the recommended value.

If YOU do not repair or replace YOUR BUILDINGS WE will pay YOU an amount which WE consider fair up to the insured REBUILDING COST.

## What is not insured

# Buildings

## What is insured

### 16) 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 the CONTENTS insured REPLACEMENT COST shown on YOUR SCHEDULE.

### 17) 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 £2,500 if they have to make a forced entry because of any other emergency.

### 18) Protecting the buyer's interest

If YOU are selling the BUILDINGS shown on YOUR SCHEDULE, WE will pay the buyer for DAMAGE which happens from the time YOU exchange contracts to the time the sale has completed, but only within the PERIOD OF COVER.

### 19) Green rebuilding

#### a) Green Upgrade

WE will pay for the reasonable expense YOU incur, to install a solar, wind or geothermal, electrical power-generating system as part of the repair or replacement to YOUR DAMAGED BUILDINGS that suffer DAMAGE.

The most WE will pay is 10% of the total claim, up to a maximum of £5,000.

The installation of a solar, wind or geothermal, electrical power-generating system must be the first time such a system is installed at YOUR BUILDINGS.

#### b) Green building materials

In the event of a total loss to YOUR BUILDINGS, the most WE will pay is £50,000 to reconstruct parts of YOUR BUILDINGS with green buildings product(s).

A green building product is one that WE determine meets the industry recognised green standard attributed to one or more of the following:

- use of less energy, water and/or natural resources, by way of example insulation and framing, carpet and flooring, lighting systems;

## What is not insured

# Buildings

## What is insured

- the creation of less waste, for example interior plumbing applications; or
- providing a healthier environment for YOUR FAMILY by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

A total loss is when, at OUR discretion, YOUR BUILDINGS are deemed to be beyond economical repair or reconstruction.

### 20) Fly Tipping

WE will pay to cover the reasonable and necessary costs incurred by YOU in removing rubbish and waste material which has been deposited on YOUR land used for DOMESTIC purposes, at the address shown in YOUR SCHEDULE without YOUR permission.

The most WE will pay is £50,000 in any PERIOD OF COVER.

### 21) Pet Damage

WE will pay for DAMAGE resulting from chewing, scratching, tearing, denting, vomiting or fouling by DOMESTIC pets.

The most WE will pay is £5,000 in any PERIOD OF COVER.

### 22) Flood Resilience

WE will pay up to £5,000 towards the costs that YOU incur to install flood resilience measures as part of the repair or replacement to YOUR BUILDINGS that suffer DAMAGE caused by flood, provided that;

- The cost to repair or replace YOUR BUILDINGS, excluding the flood resilience measures is greater than £10,000; and
- YOU have our prior consent and approval which WE will decide during the claims process.

## What is not insured

# Contents

## What is insured

DAMAGE to YOUR CONTENTS and BOATS.

## What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

DAMAGE to VALUABLES.

DAMAGE to FINE ART and COLLECTIONS.

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 leaking from or frozen in any fixed DOMESTIC installation or any DOMESTIC appliance; and
- oil leaking from a fixed heating installation or tank;

while YOUR HOME is UNOCCUPIED.

DAMAGE caused by:

- frost;
- or other gradually operating causes.

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.

DAMAGE to Quad bikes, motorbikes or golf buggies while they are being used.

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.



# Contents

## What is insured

## What is not insured

Loss of MONEY or CREDIT CARDS not reported to the police inside 24 hours of discovering the loss.

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.

Any of YOUR CONTENTS that are insured with another insurer.

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 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 locked vehicle.

DAMAGE if YOU:

- are using YOUR BOAT for any business or profession; or
- have hired out YOUR BOAT for MONEY;

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.

# Contents

## How we will settle your claim

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

If, when the DAMAGE happens, YOUR insured REPLACEMENT COST is less than the cost of replacing all CONTENTS as new the payment WE make will be reduced by 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:

- unspecified garden items;
- a single unspecified garden item;
- a single item of unspecified personal belongings or clothing and other items YOU normally wear, use or carry about YOU;
- unspecified tenant's interior decorations;
- MONEY;
- unauthorised use of CREDIT CARDS;
- a BOAT;
- a quad bike;
- a motor bike;
- a golf buggy;
- a ride on lawn mower
- specified items;

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

# Contents

## How we will settle your claim

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:

- 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 of the whole pair or set.

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 BOATS the most WE will pay for YOUR BOAT is the amount shown on YOUR SCHEDULE. If the cost of repair is equal to or greater than the cost of a replacement item of a similar type, 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 as at the date of DAMAGE.

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.

Unless WE notify YOU otherwise, WE will not reduce YOUR insured REPLACEMENT COST shown on YOUR SCHEDULE after a claim.

# Contents

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

#### 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, YOUR FAMILY 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 pay for DAMAGE to gifts and additional provisions during the period of one month before and one month after a wedding day, civil ceremony, anniversary, birthday, religious festival or other celebration for YOU or any member of YOUR FAMILY.

The most WE will pay is £30,000.

#### 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.

## What is not insured

Loss of rent due to termination of a lease agreement.

DAMAGE caused by:

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

# Contents

## What is insured

### 5) Contents in your garden

WE will pay for DAMAGE to CONTENTS in YOUR GARDEN.

The most WE will pay is £50,000.

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

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

The most WE will pay during the PERIOD OF COVER is £50,000 or 10% of the total BUILDINGS insured REBUILDING COST, whichever is the higher.

### 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 the CONTENTS insured REPLACEMENT COST shown on YOUR SCHEDULE.

### 8) Horses

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

The most WE will pay is £500 any one claim.

### 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 £20,000.

### 10) Stock

WE will pay for DAMAGE to STOCK in YOUR HOME which is used for YOUR business.

The most WE will pay is £10,000.

## What is not insured

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.

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

# Contents

## What is insured

### 11) Moving home

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

### 12) 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 the CONTENTS insured REPLACEMENT COST shown on YOUR SCHEDULE

### 13) New purchases

WE will pay for DAMAGE to CONTENTS YOU have just bought provided that YOU tell US within 90 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.

### 14) Visitors effects

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

The most WE will pay for is the CONTENTS insured REPLACEMENT COST shown on YOUR SCHEDULE.

### 15) 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 REPLACEMENT COST valuation which is no more than three years old and WE have 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.

## 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.

DAMAGE covered by other insurance.

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.

DAMAGE caused by EXCLUDED RISKS.

# Contents

## What is insured

### 16) 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.

### 17) 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 £10,000 any one claim, or claims arising from the same originating cause.

### 18) Downloaded information

WE will pay the cost of replacing, retrieving or restoring YOUR or YOUR FAMILY'S lost or DAMAGED personal digital data and digital music files and digital video files and digital photographs on YOUR entertainment equipment and mobile phones.

The most WE will pay is £10,000.

### 19) 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.

### 20) Family fatality

WE will pay £100,000 (£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 outside YOUR HOME.

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

## 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;
- loss or distortion of information or data due to computer error or malfunction or computer virus; or
- any digital information in connection with YOUR business.

# Contents

## What is insured

### 21) Security Upgrade

The cost of upgrading the HOME'S alarm and physical protections following a threat to YOU or YOUR FAMILY by a stalker, or a threat made in the course of:

- an aggravated burglary;
- a criminal assault; or
- a car jacking

occurring within the TERRITORIAL LIMITS.

The most WE will pay is £15,000 in respect of any one claim.

### 22) Hole in One

WE will pay up to £1000 for expenses incurred in the event of a 'hole in one' being achieved by YOU or a member of YOUR family during an official competition. YOUR scorecard and certificate from YOUR club must be forwarded to US when submitting a claim.

The most WE will pay in any one PERIOD OF COVER is £3,000.

### 23) Golf Hire

WE will pay for the necessary hire of golf equipment following:

- loss or breakage of golf equipment owned by YOU or a member of YOUR FAMILY during transit on a journey; or
- the misdirection during transit on a journey of golf equipment owned by YOU or a member of YOUR FAMILY resulting in being deprived of their use for a minimum of 12 hours.

if YOU or a member of YOUR FAMILY are on a trip outside the TERRITORIAL LIMITS.

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

### 24) Memorial stones

WE will pay up to £10,000 for DAMAGE to a stone or plaque in the memory of YOUR relatives, partner, child and YOUR partner's child, and located in the TERRITORIAL LIMITS.

## What is not insured



# Contents

## What is insured

### 25) Residential care

WE will pay for DAMAGE to CONTENTS belonging to YOUR parents, or step parents or grandparents while they are resident in a nursing or residential care home within the TERRITORIAL LIMITS.

The most WE will pay is £10,000.

### 26) Marquee

WE will pay for DAMAGE at YOUR HOME to a marquee YOU have hired including staging, flooring, chairs, tables, lighting and other ancillary equipment.

The most WE will pay is £50,000 for any one event.

### 27) Valuables

WE will pay for DAMAGE to YOU or YOUR FAMILY'S VALUABLES.

The most WE will pay for any one item, pair or set is £5,000.

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

### 28) Pet Damage

WE will pay for DAMAGE resulting from chewing, scratching, tearing, denting, vomiting or fouling by DOMESTIC pets.

The most WE will pay is £5,000 in any PERIOD OF COVER.

## What is not insured

MONEY.

DAMAGE caused by EXCLUDED RISKS.

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 VALUABLES are left unattended whilst outside the TERRITORIAL LIMITS unless:

- in the locked boot or locked and concealed luggage compartment of a vehicle, and force and violence has been used to get into the vehicle;
- in locked accommodation; or
- in a locked safe, bank or safety deposit box.

Property insured separately.

WE will not pay the first £250 of each and every claim.

# Holiday accommodation

## Definitions (applicable to this cover only)

### 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

## What is insured

### Standard Cover

#### 1) Buildings

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

- the definition of BUILDINGS will include HOLIDAY ACCOMMODATION;
- 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 is extended as follows:

- to include property used for HOLIDAY ACCOMMODATION;
- 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.

## What is not insured

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 cover, or Buildings cover, if operative, 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 cover; or Buildings cover if operative.
- 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 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 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, administrator, receiver or other insolvency practitioner.

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

Any Avian Influenza related condition.

### 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 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;

## Holiday accommodation

- 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 not used for overnight accommodation for more than seven consecutive 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 occurring 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 stop cock.

# 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. Provided 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 of 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 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 ADDRESS**

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

### **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.

### **HOMEWORKER BUSINESS**

YOU or YOUR FAMILY'S business 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.

### **PRODUCTS**

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

### **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'.

# Homeworker

## What is insured

### Standard cover

#### 1) Buildings

If YOU have cover under Buildings, 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 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 that is not insured under YOUR Contents cover.

DAMAGE caused by theft or attempted theft by any EMPLOYEE.

DAMAGE caused by EXCLUDED RISKS.

DAMAGE caused by theft or attempted theft by YOUR FAMILY or any EMPLOYEE, tenant or 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 WE will pay up to £1,000.

MONEY.

Property insured separately.



# 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 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 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 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

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

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 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.

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

Losses if the HOMEWORKER BUSINESS is wound up, carried on by a liquidator, administrator, receiver or other insolvency practitioner, 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

## How we will settle your claim

WE will settle claims as follows:

The amount of any EXCESS shown on YOUR SCHEDULE.

- 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 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 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;

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.

## Homeworker

- 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.

## Additional insurance

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

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

## What is insured

### 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 cover;
- someone 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.

## What is not insured

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 mechanism 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 in total 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 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 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 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 REBUILDING COST for BUSINESS OUTBUILDINGS shown on YOUR SCHEDULE and any extra amount for INDEX LINKING.

YOU should ensure that the figures shown on YOUR SCHEDULE for REBUILDING COST include an adequate allowance for any VAT incurred at the prevailing rate that might be payable when repairing or replacing YOUR BUSINESS OUTBUILDINGS.

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 cover of YOUR POLICY; and
- the sale goes through.

## What is not insured



# Smallholder

## Definitions (applicable to this cover only)

### PRODUCE AND DEADSTOCK

YOUR SMALLHOLDING's produce, including growing crops, and consumable stores but excluding any living creature.

### SMALLHOLDER CONTENTS

- tools, equipment, furniture, fixtures and fittings, documents and computer records used in connection with YOUR SMALLHOLDING which belong to, or are the responsibility of YOU or YOUR FAMILY;
  - clothing and personal belongings of directors, partners, EMPLOYEES, customers and visitors.
- SMALLHOLDER CONTENTS does not include:
- PRODUCE AND DEADSTOCK;
  - 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.

### SMALLHOLDER OUTBUILDINGS

Any permanent structure within the grounds of YOUR SMALLHOLDING or YOUR HOME used for SMALLHOLDING purposes which belongs to YOU or for which YOU are legally responsible.

SMALLHOLDER OUTBUILDINGS does not include:

- polytunnels and polycrubs;
- gates and fences;
- boundary walls.

## What is insured

### Standard cover

#### 1) Outbuildings on Buildings section

The definition of OUTBUILDINGS is extended to include SMALLHOLDER OUTBUILDINGS on land attached to YOUR HOME.

If you have Buildings cover for YOUR HOME, this means the SMALLHOLDER OUTBUILDINGS are included within the Buildings cover as long as the REBUILDING COST of the SMALLHOLDER OUTBUILDINGS has been added to the Buildings insured REBUILDING COST.

#### 2) Outbuildings

SMALLHOLDER OUTBUILDINGS are insured against DAMAGE by the following causes:

- a) Fire, smoke, lightning, explosions and earthquakes.

## What is not insured

SMALLHOLDER OUTBUILDINGS that are insured by the Buildings cover.

Smoke damage caused by any gradual process.

## What is insured

- b) Riot, civil commotion, labour and political disturbances.
- c) Malicious people and vandals.
- d) Any type of aircraft and anything dropped from them.
- e) Storm.
- f) Flood.
- g) Subsidence or heave of the site on which the outbuildings stand, or landslip.
- h) Theft or attempted theft.
- i) Water leaking from any tank, apparatus or pipe.
- j) Oil leaking from a fixed heating installation or tank.
- k) Falling television or radio aerials, satellite receivers, wind turbines or close circuit television cameras.
- l) Falling trees or branches.
- m) Accidental damage.

## What is not insured

Any loss caused by YOU, YOUR FAMILY, any tenant, lodger, paying guest or EMPLOYEE.

DAMAGE caused by:

- frost;
- other gradually operating cause.

DAMAGE caused by:

- frost;
- other gradually operating cause.

DAMAGE:

- caused by coastal or river erosion;
- caused inside ten years of YOUR SMALLHOLDER OUTBUILDINGS being completed because of new structures settling or made-up ground setting;
- to solid floors, unless the foundations beneath the external walls are damaged by the same cause at the same time;
- caused by demolition, structural alterations or repairing YOUR SMALLHOLDER OUTBUILDINGS;
- caused by poor workmanship, materials or design.

DAMAGE caused by theft or attempted theft by any EMPLOYEE.

DAMAGE arising from water discharged from or leaking from any automatic sprinkler installation in YOUR SMALLHOLDER OUTBUILDINGS.

DAMAGE:

- which results in subsidence, heave or landslip on the site on which YOUR OUTBUILDINGS stand;
- caused by leaking fumes or flue gasses.

DAMAGE caused by cutting down or cutting back trees.

## What is insured

### 3) **Smallholding contents**

SMALLHOLDER CONTENTS are insured against DAMAGE.

### 4) **Produce and deadstock**

YOUR PRODUCE AND DEADSTOCK are insured against DAMAGE while at YOUR SMALLHOLDING by:

- fire, lightning, explosion or earthquake;
- any type of aircraft and anything dropped from them;
- theft or attempted theft.

### 5) **Money**

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

### 6) **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 YOUR SMALLHOLDING operations 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

DAMAGE by the exclusions shown under 'What is not insured' on YOUR Contents cover.

DAMAGE caused by theft or attempted theft by any EMPLOYEE.

Property insured separately.

Any loss caused by YOU, YOUR FAMILY, any tenant, lodger, paying guest or EMPLOYEE.

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.

## **What is insured**

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

WE will settle claims as follows:

- **SMALLHOLDER OUTBUILDINGS** - WE will settle claims by paying the cost of repairing or replacing the **SMALLHOLDER 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 **SMALLHOLDER OUTBUILDINGS** have not been well maintained.

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

The most WE will pay for **DAMAGE** to the **SMALLHOLDER OUTBUILDINGS** is the insured **REBUILDING COST** for **SMALLHOLDER 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<sup>TM</sup>, surveyors<sup>TM</sup> and legal fees); and
- meeting building regulations requirements.

## **What is not insured**

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

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 **SMALLHOLDER OUTBUILDINGS**.

## What is insured

- SMALLHOLDER CONTENTS - WE will pay the cost of repairing or replacing the SMALLHOLDER CONTENTS. WE will reduce the benefit to allow for wear and tear if the claim involves 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 SMALLHOLDER CONTENTS as new (less an allowance for wear and tear on clothing).

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

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

The most WE will pay for any ride on lawn mower is £5,000.

- PRODUCE AND DEADSTOCK - 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.

- 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

## What is insured

## 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 cover;
- someone deleting or destroying computer data or programmes.

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.

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

YOUR Contents additional insurance for 'Deterioration of contents of fridge or freezer' is extended to include PRODUCE AND DEADSTOCK.

#### 4) Replacement locks

WE will pay for replacing and fitting locks or lock mechanism for outside doors, safes, and intruder alarm systems installed in YOUR SMALLHOLDER OUTBUILDINGS if the keys are lost or stolen.

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

#### 5) 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 in the course of YOUR SMALLHOLDING operations.

The most WE will pay is £500 in total including up to £100 for personal MONEY.

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.

DAMAGE caused by:

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

## What is insured

### 6) 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.

### 7) 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 establishment as a result of any violent assault which qualifies for benefit under this cover.

The most WE will pay is £500.

### 8) Harvest storage and livestock care

WE will pay the reasonable costs agreed by US for:

- harvest storage or livestock accommodation if YOUR SMALLHOLDER OUTBUILDINGS cannot be used because of DAMAGE insured by this policy;
- additional costs of livestock care whilst YOU are in temporary accommodation that is being paid for under the Buildings additional insurance ,rent and accommodation costs<sup>TM</sup>

The most WE will pay is £1,000.

## What is not insured

## What is insured

### Optional cover

(operative only if shown on YOUR SCHEDULE)

#### A. Livestock

Livestock belonging to the SMALLHOLDING is insured against:

- theft or attempted theft from the SMALLHOLDING;
- FATAL INJURY:
  - by fire, lightning, aircraft, explosions or earthquakes at the SMALLHOLDING;
  - if it strays from the SMALLHOLDING 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.

If YOUR SCHEDULE shows that you have Worrying insured, livestock belonging to the SMALLHOLDING is also insured against FATAL INJURY by worrying by dogs not belonging to YOU, or wild animals.

#### 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.

#### Cover extensions

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

#### Advertising and reward costs

WE will pay for the cost of advertising the missing animal insured and for a reward which leads to its recovery.

The most WE will pay for any one animal is £250.

## What is not insured

The amount of the EXCESS shown on YOUR SCHEDULE.



## **What is insured**

### **Collection charge**

WE will pay the cost of collection by a bona fide disposal centre of any livestock insured for which WE are paying a claim.

The most WE will pay for any one animal is £500.

### **Rescue costs**

WE will pay for costs which YOU have to pay a professional rescue organisation or the police for the attempted rescue or recovery of an insured animal which has strayed.

The most WE will pay for any one animal is £500.

### **Vet's fees for injury treatment to prevent death**

WE will pay reasonable VET's fees YOU incur for Livestock insured under this Smallholder cover arising from:

- FATAL INJURY; or
- any other injury which a VET certifies would have resulted in death or being PUT TO SLEEP within 30 days had treatment not been administered;

sustained as a direct result of one of the FATAL INJURY perils listed above.

The most WE will pay for any one animal is £500.

## **What is not insured**

Treatment of injuries caused by worrying by dogs or wild animals if YOUR SCHEDULE does not show that you have Worrying insured.

# Valuables

## What is insured

DAMAGE to YOU or YOUR FAMILY'S VALUABLES

## What is not insured

For unspecified VALUABLES the amount of any EXCESS shown on YOUR SCHEDULE.

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 VALUABLES are left unattended whilst outside the TERRITORIAL LIMITS unless:

- in the locked boot or locked and concealed luggage compartment of a vehicle, and force and violence has been used to get into the vehicle, up to a limit of £50,000;
- in locked accommodation up to a limit of £50,000; or
- in a locked safe, bank or safety deposit box.

Property insured separately.

## How we will settle your claim

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

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

For VALUABLES 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.

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

# Valuables

## 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 VALUABLES is the total VALUABLES limit, with a single article limit; and
- specified items of VALUABLES 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 VALUABLES YOU have just bought provided that YOU tell US within 60 days from the date of purchase and pay any additional premium.

DAMAGE covered by other insurance.

The most WE will pay is 25% of the total VALUABLES 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 WE have insured VALUABLES at that time for at least the recommended value.

If YOUR VALUABLES are not repaired or replaced WE will only pay up to the insured REPLACEMENT COST.

### 3) Pet Damage

WE will pay for DAMAGE resulting from chewing, scratching, tearing, denting, vomiting or fouling by DOMESTIC pets.

The most WE will pay is £5,000 in any PERIOD OF COVER.

## What is not insured

# Fine Art and Collections

## What is insured

DAMAGE to YOUR FINE ART and COLLECTIONS provided always that YOUR FINE ART and COLLECTIONS are securely and adequately packed while in transit and if not transported by a professional carrier, then under the custody and control of YOU or a member of YOUR FAMILY or a person appointed by YOU.

## What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

DAMAGE to BUILDINGS.

DAMAGE to VALUABLES.

DAMAGE TO CONTENTS

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

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

DAMAGE due to:

- malicious people and vandals;
- theft or attempted theft;
- water leaking from any fixed DOMESTIC installation or any DOMESTIC appliance;

or

- oil leaking from a fixed heating installation or tank;

while YOUR HOME is UNOCCUPIED.

DAMAGE caused by:

- atmospheric or climatic conditions; or the exposure to light; or
- an inherent defect in or the nature of the item insured.

# Fine Art and Collections

## How we will settle your claim

WE will settle claims by paying:

- the cost of restoration and the resulting percentage by which a damaged item, or any pair or set of which it is a part, has DEPRECIATED; or
- the AGREED VALUE shown in the SCHEDULE or in a specification held by US or YOUR agent if the item is lost or beyond economic repair;

and in either case any expense incurred with OUR prior written approval.

The DEPRECIATION must be established by an independent expert agreed by US.

The amount payable under the POLICY will be based on the AGREED VALUE of the item which has been DAMAGED. WE will not be liable for more than the AGREED VALUE of the item.

For items not specified on YOUR SCHEDULE or individually listed in a specification held by US or YOUR agent the most we will pay is £30,000 for any one item, pair or set.

Under no circumstances will WE pay more than the total amount shown on YOUR SCHEDULE and any extra amount for INDEX LINKING for YOUR unspecified FINE ART and COLLECTIONS.

### **Recovered property**

If WE recover any of YOUR property after WE have paid a claim, WE will write to YOU at YOUR correspondence address shown on YOUR SCHEDULE and YOU may repurchase it from US within 60 days:

YOU must repurchase the recovered item for either:

- the settled claim amount plus interest (calculated at the Bank of England base rate charged for the period between the date the claim was settled and the date YOU repurchase the item) plus any recovery costs or expenses; or
  - the market value at the time of recovery and any recovery costs or expenses;
- whichever is less.

# Fine Art and Collections

## Additional insurance

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

### What is insured

#### 1) Pairs and sets

WE will pay YOU the AGREED VALUE of the entire pair or set if YOU surrender the undamaged article(s) of the pair or set to US. For items not specified on YOUR SCHEDULE, the most WE will pay is £30,000 for any pair or set.

#### 2) New purchases

WE will pay for DAMAGE to FINE ART and COLLECTIONS 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 30% of the amount insured for FINE ART and COLLECTIONS.

#### 3) Lack of, or defective, title

WE will pay the amount YOU have paid to purchase an item which YOU are subsequently required by law to relinquish possession of due to:

- the vendor's defective or lack of title to the item purchased by YOU;
- any charge placed on the item, prior to the purchase by YOU, of which YOU were not aware.

WE will also pay any legal costs YOU incur, with OUR prior consent, in defending claims in respect of any defective or lack of title claim made against YOU.

Provided always that the item has been purchased by YOU during the period WE have insured YOUR FINE ART and COLLECTIONS. And any claim is submitted during the PERIOD OF COVER.

The maximum WE will pay is up to 10% of the amount insured for YOUR FINE ART and COLLECTIONS subject to a maximum of £50,000 per claim and in the aggregate each PERIOD OF COVER.

#### 4) Restoration, repair and similar processes

WE will pay for DAMAGE to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration.

### What is not insured

Any claim by reason of a registered bill of sale affecting the item, or which arises from any purchase made by YOU which was not from an auctioneer or dealer who is a member of the RICS (Royal Institute of Chartered Surveyors, Fine Art Faculty), NAVA (National Association of Valuers and Auctioneers), BADA (British Antique Dealers Association), LAPADA (London and Provincial Antique Dealers Association) or SLAD (Society of London Art Dealers) or any other vendor agreed by US in writing in advance of purchase.

DAMAGE to items undergoing any process unless undertaken by a member of ICON (Institution of Conservation) or a similar professional body agreed by US in writing in advance of the process.

# Fine Art and Collections

## What is insured

### 5) Emergency evacuation

WE will pay the reasonable costs of transporting YOUR FINE ART and COLLECTIONS to and from, and placing it in, secure storage if:

- YOUR HOME is rendered uninhabitable, or in OUR opinion the security of YOUR HOME is compromised, as a result of sudden insured DAMAGE to YOUR HOME or the FINE ART and COLLECTIONS; or
- a statutory or regulatory body or agency prohibits occupation of YOUR HOME.

Until either such time as the DAMAGE is rectified or the statutory or regulatory body allows YOU to occupy YOUR HOME. The maximum WE will pay, provided that YOU have our prior written agreement to incur these costs, is 15% of the amount insured for FINE ART and COLLECTIONS.

### 6) Death of an artist

WE will pay for the increased value of art where such increase is due to death of the artist provided that the artist's death occurs within 6 months prior to the date of DAMAGE. YOU must be able to prove the increased value if YOU make a claim.

The most WE will pay under this additional insurance for any one item, pair or set is up to twice its AGREED VALUE subject to a maximum of £100,000 per claim and in the aggregate each PERIOD OF COVER.

## What is not insured

If YOU are unable to provide a professional valuation or purchase receipt which is less than three years old at the date of the DAMAGE this additional insurance will not apply.

# Dog and cat - Loss of animal

## **Definitions** (applicable to this cover only)

### **ACCIDENT**

Accidental, external, visible injury occurring at a single, identifiable time and place.

### **CAT**

The cat owned by YOU described in the SCHEDULE.

### **CONDITION**

Internal or external symptoms appearing or recurring in any area of the DOG or CAT's body, whether or not a specific illness or disease is diagnosed.

### **DOG**

The dog owned by YOU described in the SCHEDULE.

### **OFFICIAL DOCUMENTATION**

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

### **PERMANENT HEALTH ENDORSEMENT**

YOUR DOG or CAT is continually insured in respect of each ACCIDENT which happens or an illness, disease or CONDITION for the amount shown on YOUR SCHEDULE, per PERIOD OF COVER. WE will not exclude any illness, disease or CONDITION following a claim under this POLICY.

### **QUALIFYING COUNTRIES**

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

### **VETERAN**

If YOUR DOG or CAT is insured on a VETERAN basis then the cover below only applies following an ACCIDENT which happens during the PERIOD OF COVER.

### **VET(S)**

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



## Dog and cat - Loss of animal

The first 14 days of cover is restricted to ACCIDENTS and theft only unless YOU can prove YOU have held previous continuous equivalent insurance up to the start of this cover.

### 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, disease or CONDITION 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, disease or CONDITION 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 or under any rules relating to 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 any ACCIDENT which happened or any illness, disease or CONDITION which first appeared before the last renewal date of this POLICY, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- has any illness, disease or CONDITION which reoccurs after the last renewal date of this POLICY, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- is aged 10 years or more and dies as a direct result of an illness, disease or CONDITION, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- is aged 15 years or more unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE.

# Dog and cat - Loss of animal

## What is insured

### Special condition

It is a condition precedent 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 in the opinion of the VET 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 if YOUR hospital stay is the result of:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- a physical condition which existed prior to the start of the PERIOD OF COVER; or
- illness or disease which appears less than 14 days after the start of this cover.

WE will not pay for 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

## **Definitions** (applicable to this cover only)

### **ACCIDENT**

Accidental, external, visible injury occurring at a single, identifiable time and place.

### **ALTERNATIVE TREATMENT**

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

### **CAT**

The cat owned by YOU described in the SCHEDULE.

### **CONDITION**

Internal or external symptoms appearing or recurring in any area of the DOG or CAT's body, whether or not a specific illness or disease is diagnosed.

### **DOG**

The dog owned by YOU described in the SCHEDULE.

### **OFFICIAL DOCUMENTATION**

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

### **PERMANENT HEALTH ENDORSEMENT**

YOUR DOG or CAT is continually insured in respect of each ACCIDENT which happens or an illness, disease or CONDITION for the amount shown on YOUR SCHEDULE, per PERIOD OF COVER. WE will not exclude any illness, disease or CONDITION following a claim under this POLICY.

### **QUALIFYING COUNTRIES**

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

### **VETERAN**

If YOUR DOG or CAT is insured on a VETERAN basis then the cover below only applies following an ACCIDENT which happens during the PERIOD OF COVER.

### **VET(S)**

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

## Dog and cat - Vet's fees

The first 14 days of cover is restricted to ACCIDENTS and theft only unless YOU can prove YOU have held previous continuous equivalent insurance up to the start of this cover.

### 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 second opinion 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, disease or CONDITION

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;
- transportation by YOU of YOUR DOG or CAT to YOUR VET;
- 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;
- 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 unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE
- any illness, disease or CONDITION which reoccurs after the last renewal date of this POLICY, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- any illness, disease or CONDITION if VETERAN cover applies, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- YOUR DOG or CAT if it is aged 15 years or more unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Dog and cat - Vet's fees

## How we will settle your claim

### 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.

### 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 is shown on YOUR SCHEDULE.

Any charges YOU incur in making a claim.

Any charges relating to late payment of bills.

## 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.

## **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**

# Public liability

## What is insured

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.

1. As the owner or occupier of YOUR BUILDINGS or GARDEN insured under this POLICY.
2. 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, Homeworker or Smallholder covers.

Liability covered by other insurance.

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

# Public liability

## What is insured

3. Liability 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;

4. Liability arising from your tenancy 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.
5. Liability to paying guests arising in connection with YOUR HOLIDAY ACCOMMODATION insured under this POLICY.

## 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;
  - any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment and wheelchairs while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that YOU must have motor liability insurance;
  - owning or using any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedaloes, sailboards, surfboards;
  - owning or using any caravan or trailer;
  - 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 belonging to paying guests.



# Public liability

## What is insured

Liability in connection with:

- YOUR SMALLHOLDING; or
- any SMALLHOLDING produce; or
- products made at YOUR HOME from YOUR SMALLHOLDING produce.

## 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 arising from produce or products which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.

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

# Public liability

## What is insured

Liability in connection with YOUR HOMEWORKER BUSINESS and any goods produced and sold by YOUR HOMEWORKER BUSINESS.

## What is not insured

Owning or using any:

- MOTORISED VEHICLE.
- Any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment and wheelchairs while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that YOU must have liability insurance;
- any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedaloes, sailboards, surfboards;
- owning or using any caravan or trailer.

Liability which should be covered by compulsory motor insurance.

Liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.

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.

# Public liability

## What is insured

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.

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 dogs;
- working with disabled dogs;
- dogs used on YOUR SMALLHOLDING.

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

Breach of quarantine restrictions or import or export regulations.

# Public liability

## 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.

The most WE will pay in total for any quad bike, motorbike under 51cc, golf buggy, and domestic gardening equipment in the PERIOD OF COVER is the amount shown on YOUR SCHEDULE.

## 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 under Public Liability 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.

The most WE will pay for all damages arising during the PERIOD OF COVER is the limit of indemnity shown on YOUR SCHEDULE.

# Employers' Liability

## What is insured

Applicable only where Contents, Holiday accommodation, Homeworker or Smallholder cover 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, Homeworker or Smallholder 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 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

ACCOUNTANT'S COSTS, ATTENDANCE EXPENSES, LEGAL COSTS and OPPONENTS' COSTS.

### DAS

DAS Legal Expenses Insurance Company Limited administers the independent claims handling service and DAS Law Limited administers the legal advice helpline on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

### 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.
- For PUBLIC RIGHTS OF WAY, the date when YOU first became aware of the definitive map modification order made by a surveying authority.

### DOMESTIC EMPLOYEE

A person employed by the INSURED PERSON in a domestic capacity.

### 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.

# Personal legal expenses

## 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.

## OPONENTS' 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.

## SECONDARY HOME

Private dwellings and/or private land owned by the INSURED PERSON or for which the INSURED PERSON is responsible, which is used for residential purposes only and which the INSURED PERSON has told US about.

## TERRITORIAL LIMITS

### For Contract disputes and Bodily injury

Worldwide.

### For Legal defence

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, 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;

## 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 has 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 agrees. 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 the INSURED PERSON has appointed. Under the terms of this cover of YOUR POLICY, 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.

# Personal legal expenses

## What is insured

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 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.

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.

Any claim where an INSURED PERSON is not represented by a law firm, barrister or tax expert. Any claim where the REPRESENTATIVE handles the claim under a contingency fee arrangement.

## Employment disputes

1. DAS will negotiate for the INSURED PERSON'S legal rights in a dispute relating to their contract of employment or future employment.
2. DAS will defend an INSURED PERSON'S legal rights prior to:
  - (a) the issue of legal proceedings in a court or tribunal following the dismissal of a DOMESTIC EMPLOYEE; or
  - (b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
  - (c) in legal proceedings in respect of any dispute with
    - i) a DOMESTIC EMPLOYEE or ex-DOMESTIC EMPLOYEE or a trade union acting on behalf of a DOMESTIC EMPLOYEE or ex-DOMESTIC EMPLOYEE which arises out of, or relates to a contract of employment with the insured person; or
    - ii) a DOMESTIC EMPLOYEE, prospective DOMESTIC EMPLOYEE or ex-DOMESTIC EMPLOYEE arising from an alleged breach of their statutory rights under employment legislation.

A claim relating:

1. to employers' disciplinary hearings or internal grievance procedures;
2. solely to personal injury.
3. any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
4. any dispute with a DOMESTIC EMPLOYEE who was subject to a written or oral warning (formal or in formal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the DATE OF OCCURRENCE was within the first 180 days of the indemnity provided by the policy.
5. any claim in respect of damages for personal injury or loss of or damage to property.
6. 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.



## Personal legal expenses

### Service Occupancy

DAS will negotiate for the INSURED PERSON'S legal rights against a DOMESTIC EMPLOYEE or ex-DOMESTIC EMPLOYEE to recover possession of premises owned by, or for which the INSURED PERSON is responsible.

A claim relating to defending an INSURED PERSON'S legal rights other than defending a counter-claim.

### 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 the INSURED PERSON'S 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;

A claim relating to:

- 1) a contract regarding an INSURED PERSON'S trade, profession, employment or any business venture;
- 2) 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);
- 3) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- 4) a motor vehicle;
- 5) Agricultural Land Tribunals.

The INSURED PERSON'S legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement entered into by the INSURED PERSON for the buying or selling of the INSURED PERSON'S HOME or SECONDARY HOME;

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

Provided that the amount in dispute is more than £100.

### Public Rights of Way

COSTS AND EXPENSES when opposing a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981.

# 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 the INSURED PERSON'S 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 the INSURED PERSON'S 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

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

- 3) to attend a court or tribunal at the request of the REPRESENTATIVE; or
- 4) 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.
- 3) DAS will defend an INSURED PERSON'S legal rights prior to the issue of legal proceedings when dealing with the Police where it is alleged that the INSURED PERSON has or may have committed a criminal offence following an event arising from an INSURED PERSON'S work as an employee.

### Shotgun and/or Firearm Certificate protection

DAS will represent an INSURED PERSON in appealing to the relevant regulatory authority, following an event which results in an licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling your shotgun and/or firearm certificate.

## 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 Specialist 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.

An original application of a shotgun and/or firearm certificate.

# Personal legal expenses

## What is insured

### Identity Theft Protection

WE will provide the following cover to an INSURED PERSON who is resident in the TERRITORIAL LIMITS.

#### Identity theft support service

Following a call to the Identity theft helpline service, DAS will help restore an INSURED PERSON'S identity and credit status if they have become a victim of identity theft. The Identity theft support service will assign a personal caseworker who will provide telephone advice and a personal action plan to help regain the INSURED PERSON'S identity. The action plan could include information on how to obtain credit reports, which organisations to contact, how to file a police report and template letters.

WE will pay communication costs for the INSURED PERSON in respect of reporting an identity theft and in communicating with the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal counsel.

#### Legal Expenses

Following an INSURED PERSON'S identity theft:

- 1) WE will pay legal costs to reinstate the INSURED PERSON'S identity including costs for the signing of statutory declarations or similar documents;
- 2) DAS will negotiate for the INSURED PERSON'S legal rights in a dispute with debt collectors or any party pursuing legal action against an INSURED PERSON arising from or relating to identity theft;
- 3) WE will pay loan rejection fees and any re-application administration fee for a loan when the INSURED PERSON'S original application has been rejected;
- 4) WE will pay an INSURED PERSON'S attendance expenses up to £250 per day subject to a maximum of £10,000 per insured incident. Provided that
  - i) the INSURED PERSON files a police report and notifies banks and building societies as soon as possible; and
  - ii) the INSURED PERSON tells DAS if they have previously been subjected to identity theft; and
  - iii) the INSURED PERSON takes all reasonable action to prevent continued unauthorised use of their identity.

## What is not insured

- 1) Fraud committed by another INSURED PERSON under this cover.
- 2) Losses arising from an INSURED PERSON'S business activities.
- 3) If the INSURED PERSON'S identity is used or stolen while abroad, the advice available from the Identity theft helpline and support service may be limited.

# Personal legal expenses

## What is insured

### Planning application refusal appeals

DAS will negotiate on the INSURED PERSON'S behalf following the refusal of the Local Planning Authority to grant planning permission following the INSURED PERSON'S request for planning approval.

## What is not insured

- 1) The maximum WE will pay for planning application appeals is £5,000.
- 2) The INSURED PERSON must ensure the INSURED PERSON takes all reasonable steps to ensure planning permission is granted, such as consulting with the Local Authority prior to submitting the INSURED PERSON'S application.
- 3) the INSURED PERSON must exhaust every alternative option to secure planning approval prior to launching a planning application appeal.
- 4) Any planning applications the INSURED PERSON makes which are not for land already owned by the INSURED PERSON at the address shown in YOUR POLICY SCHEDULE.

## 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 asks 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 needs.
- 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 person's 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.
  - 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 asks for.

# Personal legal expenses

## What is insured

- 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, DAS may refuse to pay further COSTS AND EXPENSES.
  - c) DAS 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 asks for this.
  - b) An INSURED PERSON must take every step to recover COSTS AND EXPENSES that DAS has to pay and must pay DAS 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 DAS provides will end at once, unless DAS agrees 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 DAS provides will end at once and DAS will be entitled to reclaim from the INSURED PERSON COSTS AND EXPENSES DAS has 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 has agreed to) or make a successful defence, DAS 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.

### What is not insured

## Personal legal expenses

### 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 0344 893 6927. 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 will pass the information YOU have provided to their claims handling teams, and will 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  
Bedwas Parc, Greenway Court, Caerphilly,  
CF83 9DW.

Or, YOU can e-mail YOUR claim to DAS at:  
[newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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



## Personal legal expenses

### Helpline services

DAS provides 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 records 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.

***Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.***

### Identity theft helpline service

DAS will provide an INSURED PERSON with detailed guidance and advice over the phone in respect of any concerns about being or becoming a victim of identity theft, please phone DAS on 0344 893 6927. Lines are open 8am-8pm, 7 days a week.

# Personal legal expenses

## **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 the INSURED PERSON'S pet is ill or injured.

## **Childcare help**

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

## **Home help**

DAS can help an INSURED PERSON find cleaning staff, au pairs and housekeepers if assistance is needed to run the INSURED PERSON'S home in a crisis (such as illness or injury to an INSURED PERSON).

DAS can provide 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 on the next working day and call back the INSURED PERSON.

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

0344 893 6927 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.

## Personal legal expenses

**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 provides 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**

# Business legal expenses

This cover only applies if Homemaker or Smallholder (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)

### ACAS

Advisory Conciliation and Arbitration Service.

### 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 maximum WE will pay is the INSURED PERSON'S net salary or wages for the time that the INSURED PERSON is absent from work less any amount that the court, arbitration or tribunal hearing or the INSURED PERSON's employer have paid to them.

### BUSINESS

The business as described on YOUR SCHEDULE.

### COSTS AND EXPENSES

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

### CROSS-TAX ENQUIRY

A FULL ENQUIRY which includes a review of Value Added Tax and/or Employer Compliance.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service and DAS Law Limited which administers the legal advice helpline on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

### DATE OF OCCURRENCE

1. For civil cases (except under Contract disputes and Tax protection), the date of occurrence is the date of the event that 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. (This is the date the event happened, which may be before the date an INSURED PERSON first became aware of it).
2. For criminal cases, the date of occurrence is when the INSURED PERSON commenced or is alleged to have commenced to violate the criminal law in question.
3. For Tax Protection the date of occurrence is when HM Revenue & Customs or the relevant authority first notifies YOU of its intention to carry out an enquiry.
4. For Employer Compliance Disputes and VAT disputes the date of occurrence is the date the dispute arises during the PERIOD OF COVER
5. For Legal Defence the date of occurrence is when the INSURED PERSON is issued with the relevant Statutory Notice and has the right to appeal.

### Employers' Compliance Dispute

A dispute with HM Revenue & Customs concerning YOUR compliance with Pay As You Earn, Social Security, Construction Industry or IR34 legislation and regulations.

# Business legal expenses

## **FULL ENQUIRY**

An extensive examination by HM Revenue & Customs which considers all aspects of YOUR direct tax affairs and includes a request to examine all YOUR books and records. This excludes those enquiries which are limited to one or more specific aspects of YOUR self-assessment and/or corporation tax return. Please refer to the definition for ASPECT ENQUIRY.

## **INSURED PERSON**

YOU and YOUR directors, partners, managers and EMPLOYEES

## **LEGAL COSTS**

1. All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis; and
2. 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.

## **REASONABLE PROSPECTS**

1. For civil cases, the prospects that the INSURED PERSON will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS has agreed to including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a REPRESENTATIVE on their behalf, will assess whether there are REASONABLE PROSPECTS.
2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however, for appeals the prospects must be at least 51%.

## **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 Legal defence cover (excluding 4) and Bodily injury cover:**

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 operative covers:**

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

## **VAT DISPUTE**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to YOUR VAT affairs.

# Business legal expenses

## What is insured

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

1. the DATE OF OCCURRENCE happens during the PERIOD OF INSURANCE and occurs within the GEOGRAPHICAL LIMITS in connection with the BUSINESS;
2. any legal proceedings will be dealt with by a court, or other body which DAS has agreed to, in the GEOGRAPHICAL LIMITS; and
3. REASONABLE PROSPECTS exist for the duration of the claim.

WE will pay the COSTS AND EXPENSES incurred by a REPRESENTATIVE following an insured event; and/or Compensation Awards that DAS has agreed to, provided that;

- a) The most WE will pay for all compensation awards in any one PERIOD OF COVER is £1,000,000.
- b) 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 REASONABLE PROSPECTS exist;
- c) 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 on your schedule;
- d) For an enforcement of judgement to recover money and interest due to YOU after a successful claim under this policy, DAS must agree that REASONABLE PROSPECTS exist; and
- e) Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most WE will pay in COSTS AND EXPENSES is the value of the likely award.

## What is not insured

- A claim where the INSURED PERSON has failed to notify DAS of the claim within a reasonable time of the DATE OF OCCURRENCE and where this failure adversely affects the prospect of successfully recovering damages, or 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 before DAS's written acceptance of a claim 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 section, COSTS AND EXPENSES will be paid on the basis of DAS's standard REPRESENTATIVE agreements.
- Fines, penalties, compensation or exemplary damages which an INSURED PERSON is ordered to pay by a court or other authority, other than compensation awards as covered under 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 rights under franchise, or agency agreements entered into by an INSURED PERSON.
- Any insured incident deliberately or intentionally caused by an INSURED PERSON.
- Any claim deliberately or intentionally caused by an INSURED PERSON
- 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
- COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- Any claim which legal action resulting from one or more events arising at the same time or from the same originating cause, which could result in the court making a Group Litigation Order.

# Business legal expenses

## What is insured

### Employment Disputes and Compensation Awards

#### 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.

## What is not insured

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 does not apply to the covers of Employment Disputes and Compensation Awards and Legal defence.

Any claim where the INSURED PERSON wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).

WE will not pay for:

- 1) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section;
- 2) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the DATE OF OCCURRENCE was within the first 180 days of the indemnity provided in this section;
- 3) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section;
- 4) any claim in respect of damages for personal injury or loss for damage to PROPERTY; and/or
- 5) any claim arising from or relating to any transfer of business which falls within the scope of the undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

# Business legal expenses

## What is insured

### Compensation Awards

WE will pay:

- 1) any basic and compensatory award; and/or a claim relating to
- 2) an order and compensation following breach of YOUR statutory duties under employment legislation; in respect of a claim DAS have accepted under 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;
  - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c) sought and followed advice from DAS' 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' legal advice services since the date when YOU should have known about the employment dispute
- 3) for any compensation award for redundancy or alleged redundancy, YOU have sought and followed advice from DAS' Claims Department, before starting any redundancy process or procedure with YOUR EMPLOYEES
- 4) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise other than by consent or default, or is payable under settlement approved in writing in advance by DAS.

For provisos 1c), 2 and 3 above, YOU can telephone DAS on 0344 893 6927.

### Service Occupancy

DAS will negotiate for YOUR legal rights against an employee or ex-employee to recover possession of premises owned by, or for which YOU are responsible.

### Employee Civil Legal Defence

DAS will defend the INSURED PERSON's (other than YOUR) legal rights if an event arising from their work as an EMPLOYEE leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) As trustee of a pension fund set up for the benefit of YOUR employees.

Please note that WE will only provide cover for an INSURED PERSON (other than YOU) at YOUR request.

## What is not insured

WE will not pay for:

- 1) any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - d) statutory rights in relation to trustees of occupational pension schemes; and/or
  - e) statutory rights in relation to Sunday shop and betting work
- 2) non-payment of money due under the relevant contract of employment or statutory provision relating there to;
- 3) any award ordered because YOU have failed to provide relevant records to employees under the National Minimum Wage laws; and/or
- 4) any compensation award or increase in compensation award ordered by a court to tribunal for failing to comply with a recommendation or order it has made, including non-compliance with a reinstatement or re-engagement order.

WE will not pay for any claim relating to defending YOUR legal rights other than defending a counter claim.



# Business legal expenses

## What is insured

### Legal defence

At YOUR request:

- 1) DAS will 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 a criminal offence.

## What is not insured

WE will not pay for:

1. 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.
2. the cost of fines imposed by the Information Commissioner
3. an appeal against the imposition or terms of any Statutory Notice issued in connection with YOUR licence, mandatory registration or British Standard Certificate of Registration
4. a Statutory Notice issued by an INSURED PERSON's regulatory governing body

# Business legal expenses

## What is insured

- 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. DAS will also pay any compensation award made against the INSURED PERSON under section 13 of the Data Protection Act 1998.

Please note that in respect of 1b) WE will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS shown in the schedule.

- 2) DAS will 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) DAS will represent the INSURED PERSON in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.
- 4) DAS will represent YOU in appealing against the refusal of the Information Commissioner to register YOUR application for registration.
- 5) WE will pay the ATTENDANCE EXPENSES of an INSURED PERSON for jury service or to attend any court arbitration or tribunal hearing at the request of the REPRESENTATIVE.

## Provided that

- 1) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the GEOGRAPHICAL LIMITS will be any place where the Act applies; and
- 2) prior to the DATE OF OCCURRENCE, YOU have registered with the Information Commissioner in respect of cover 1c) and 4.

## Contract Disputes

Please refer to YOUR schedule to see if this is operative.

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 relating to:

- 1. the settlement payable under an insurance policy (WE will cover a dispute if YOUR insurer refuses YOUR claim, but not a dispute over the amount of the claim);

# Business legal expenses

## What is insured

### Provided that

- 1) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), 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 (incl. VAT).
- 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 Aspect and Cross-Tax enquiries

DAS will negotiate on YOUR behalf in respect of a FULL ENQUIRY and/or an ASPECT ENQUIRY and/or a CROSS-TAX Enquiry and represent YOU in any subsequent appeal proceedings.

### b) Employers compliance Disputes and VAT Disputes

DAS will negotiate on YOUR behalf and represent YOU;

- a) in any appeal proceedings in respect of an Employer Compliance Dispute; and
- b) in any appeal proceedings in respect of a VAT Dispute.

### Provided that

In respect of any Tax Protection cover, 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.

Please note DAS will only cover tax claims which arise in direct connection with the activities of the BUSINESS shown in the schedule.

## What is not insured

2. 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;
3. a loan, mortgage, pension, guarantee, or any other financial product, investment or borrowing; and/or
4. 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.

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:

- a) sale or provision of computer hardware, software, systems or services; or
- b) 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.

Any claim arising from a tax avoidance scheme.

Any claim caused by YOUR failure to register for Value Added Tax or Pay As You Earn.

Any claim arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customers Prosecution Office.

Any claim relating to import or excise duties or import VAT.

Any claim arising from any investigation or enquiry by HM Revenues & Customers into alleged dishonesty or alleged criminal offences.

# Business legal expenses

## Special conditions

- 1) An INSURED PERSON is required to :
  - a) keep to the terms and conditions of this section;
  - 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; and
  - f) give DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
  
- 2)
  - a) DAS can take over and conduct in the name of an INSURED PERSON any claim, proceeding, tribunal or investigation. 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, unless WE are liable to pay a compensation award, 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 is required to co-operate fully with DAS at all times and will represent the INSURED PERSON according to DAS's standard terms of appointment;
  - d) An INSURED PERSON is required to co-operate fully with DAS and the REPRESENTATIVE and is required to keep DAS up-to-date with the progress of the claim; and
  - e) An INSURED PERSON is required to give the REPRESENTATIVE any instructions that DAS require.
  
- 3)
  - a) An INSURED PERSON is required to 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

- b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may be instructed by DAS to refuse to pay further COSTS AND EXPENSES; and
- c) WE may decide to pay the INSURED PERSON 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 asks, an INSURED PERSON is required to tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited; and  
b) An INSURED PERSON is required to take every step to recover COSTS AND EXPENSES that WE have to pay and is required to 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 agrees 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. This section will be governed by English law.
- 7) If there is a disagreement between YOU and US about the handling of a claim and is not resolved through OUR internal complaints procedure and YOU are a small business, YOU can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process which applies to all sizes of business. The arbitrator will be a barrister chosen jointly by YOU and DAS will ask the Chartered Institute of Arbitrators to decide.
- 8) DAS may at their discretion require YOU to obtain an opinion from an expert (that WE consider appropriate), at YOUR expense, as to the merits of a claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between YOU and DAS. Subject to this, WE will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that YOU will recover damages (or obtain any legal remedy that DAS has agreed to) or make a successful defence.

## Business legal expenses

- 9) This section is governed by English law.
- 10) All Acts of Parliament within this section 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.

### **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 0344 893 6927. 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 Parc, Greenway Court, Bedwas, Caerphilly,  
CF83 8DW Or, YOU can e-mail YOUR claim to DAS  
at:

[newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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

# Business legal expenses

## 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.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time that suits YOU.

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer YOU to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am -5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

## Tax advice

DAS will give the YOU and YOUR directors confidential advice over the phone on any tax matters affecting YOUR BUSINESS, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

## **Business legal expenses**

**To contact the above services, phone DAS on 0344 893 6927 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 'Resources' list, select 'Employment Manual'. All the sections of this web-based document can be printed off for YOUR own use.



# Home Emergency

## Definitions (applicable to this cover only)

### ADMINISTRATOR

ARAG plc or appointed agents on its behalf.

### CONTRACTOR

The CONTRACTOR or tradesman chosen by the ADMINISTRATOR to respond to YOUR HOME EMERGENCY. Where the ADMINISTRATOR cannot locate a suitable CONTRACTOR or tradesman the ADMINISTRATOR reserve the right to appoint one of YOUR choosing.

### EMERGENCY COSTS

- CONTRACTOR'S reasonable and properly charged labour costs, parts and materials. The maximum payable by US is £1,500.
- Alternative accommodation costs incurred under 7) Alternative accommodation costs. The maximum payable by US is up to £250 per night for up to seven consecutive nights.

Where permanent repair of YOUR main heating system is not possible because replacement parts cannot be supplied due to the age of YOUR boiler or other heating appliance, the most WE will pay is the CONTRACTOR'S call out costs of attending the HOME EMERGENCY and the cost of a temporary repair if it is possible for the CONTRACTOR to carry out a temporary repair, plus a contribution of £250 towards the cost YOU incur to replace YOUR old heating boiler or other heating appliance.

YOU are responsible for making YOUR own arrangements to replace the old boiler or appliance.

### HOME EMERGENCY

A sudden unexpected event which clearly requires immediate action in order to:

- prevent DAMAGE or avoid further DAMAGE to YOUR HOME; and/or
- render YOUR HOME safe or secure; and/or
- restore the main services to YOUR HOME; and/or
- alleviate any health risk to YOU.

## General exclusions (applicable to this cover only)

WE do not cover the following.

### Emergency costs

Which have been incurred before WE accept a claim.

### Emergency costs

Where there is no one at HOME when the CONTRACTOR arrives.

### Wilful or negligent act or omission

Any wilful or negligent act or omission or any third party interference or faulty workmanship (excluding any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions.

### Permanent repairs and redecoration

The cost of making permanent repairs including any redecoration or making good the fabric of the HOME once the EMERGENCY situation has been resolved.

### Outbuildings

Glasshouses, stables, outbuildings or cess pits, other than where the outbuilding is used as a residential dwelling or for YOUR profession or trade.

### Unoccupied

The HOME being left unoccupied for more than 60 days consecutively.

# Home Emergency

## Goods or materials

Goods or materials covered by a manufacturer's, supplier's and installer's warranty.

## Failure of equipment

The failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use

## Subsidence, heave or landslip

Subsidence, heave or landslip.

## Territorial limits

WE do not cover the Republic of Ireland.

## What is insured

### 1) Main heating system

The total failure, complete breakdown whether or not caused by accidental DAMAGE, to the main heating system (including all radiators, hot water pipes and water storage tanks) in YOUR HOME.

### 2) Plumbing & drainage

DAMAGE to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe work within the grounds of YOUR HOME which results in a HOME EMERGENCY.

### 3) Home security

DAMAGE (whether or not accidental) or the failure of external doors, windows, locks which compromises the security of the HOME.

### 4) Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function.

### 5) Domestic power supply

The failure of or accidental DAMAGE to YOUR HOME'S domestic electricity or gas supply.

### 6) Vermin infestation

Brown or black rats, house or field mice, bees, cockroaches and wasps' or hornets' nests causing DAMAGE inside YOUR HOME or a health risk to YOU.

### 7) Alternative accommodation costs

YOUR overnight accommodation COSTS including transport to such accommodation following a HOME EMERGENCY which makes YOUR HOME unsafe, insecure or uncomfortable to stay in overnight.

## What is not insured

YOU are not insured for any claim arising from or relating to:

- DAMAGE caused by any gradual process;
- warm air and solar heating systems or boilers with an output over 60Kw/hr.

- DAMAGE caused by any gradual process (such as dripping taps);
- Washers or discs forming part of a tank, pipe or tap;
- The interruption, failure or disconnection of the mains water supply.

The interruption, failure or disconnection of the mains electricity or mains gas.

# Home Emergency

## 8) Roof damage

DAMAGE to the roof of YOUR HOME where internal DAMAGE has been or is likely to be caused.

DAMAGE caused by any gradual process.

## Additional service

### 1) Optional annual boiler servicing

Provided by the ADMINISTRATOR is available on a pay per use basis by calling 0197 778 1493. All permanent repairs are guaranteed for 12 months.

## How we settle your claim

Following a HOME EMERGENCY WE will pay EMERGENCY COSTS provided that:

- 1) The claim is reported to the ADMINISTRATOR as soon as possible and within 48 hours of YOU first becoming aware of a HOME EMERGENCY.
- 2) YOU always agree to use the CONTRACTOR chosen by the ADMINISTRATOR unless the ADMINISTRATOR appoints one of YOUR choosing.
- 3) YOU must not settle the CONTRACTOR'S invoice or agree to pay EMERGENCY COSTS that YOU wish to claim for under this cover without the ADMINISTRATOR's agreement.

## Special Conditions

### 1) YOUR Responsibilities

YOU must:

- a) not do anything that hinders the ADMINISTRATOR or the CONTRACTOR;
- b) tell the ADMINISTRATOR immediately of anything that may materially alter their assessment of the claim;
- c) cooperate fully with the CONTRACTOR and the ADMINISTRATOR;
- d) take reasonable steps to recover EMERGENCY COSTS that WE pay and pay to US all COSTS that are recovered should these be paid to YOU.

### 2) OUR Consent

WE must give YOU our consent to incur EMERGENCY COSTS. WE do not accept liability for EMERGENCY COSTS incurred without OUR consent.

# Annual travel

Please refer to your separate Travel policy booklet and schedule.

# Terrorism

## Definitions (applicable to this cover only)

### DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. DENIAL OF SERVICE ATTACKS include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### HACKING

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether YOUR property or otherwise.

### PHISHING

Any access or attempted access to data or information made by means of misrepresentation or deception.

### TERRORISM

1. For liability insurances: An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. For all other insurances: Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### VIRUS OR SIMILAR MECHANISM

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of VIRUS OR SIMILAR MECHANISMS includes but is not limited to trojan horses, worms and logic bombs.

### The Cover

Where YOUR SCHEDULE shows TERRORISM is included WE will pay for DAMAGE to YOUR BUILDINGS, CONTENTS and FINE ART and COLLECTIONS in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

The most WE will pay under YOUR BUILDINGS is the insured REBUILDING COST shown on YOUR SCHEDULE, for CONTENTS the REPLACEMENT COST shown on YOUR SCHEDULE and for YOUR FINE ART and COLLECTIONS the sum insured shown on YOUR SCHEDULE.

The Cover is:

- subject to the terms, conditions and exclusions of this cover;
- subject to the General definitions and General conditions of the policy; and
- not subject to the General exclusions of the POLICY.

Any endorsements are subject to the terms, conditions and exclusions of this cover.

## **Exclusions**

WE will not pay for any losses whatsoever:

1. occasioned by riot and civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. arising under Bankers Blanket Bonds; and/or
3. directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
  - the alteration, modification, distortion, corruption of or DAMAGE to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including, but without limitation, any information or programs or software); and/or
  - any alteration, modification, distortion, erasure or corruption of data processed by any such computer or other equipment or component or system or item; whether YOUR property or otherwise, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from VIRUS OR SIMILAR MECHANISM or HACKING or PHISHING or DENIAL OF SERVICE ATTACK.

## **Special Conditions**

### **Underinsurance**

Any underinsurance condition which applies under YOUR BUILDINGS, CONTENTS and FINE ART and COLLECTIONS covers shall apply to this cover.

### **Basis of Settlement**

The amount WE pay shall be calculated in accordance with the basis shown on YOUR SCHEDULE under the BUILDINGS, CONTENTS and FINE ART and COLLECTIONS covers.

### **Cause of Damage**

If WE allege that any DAMAGE or costs incurred as a direct consequence of the incident which led to the claim are not covered by this section, the burden of proving to the contrary shall be on YOU.

### **Long Term Undertaking**

Any long term undertaking will not apply to this section.

# Security endorsements

These endorsements apply only if the titles below appear on YOUR SCHEDULE.

Where they do apply it is a condition precedent to cover that you comply with them. If you do not, then we may not pay your claim.

## 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.



# Data protection notice

The National Farmers Union Mutual Insurance Society Ltd (NFU Mutual) is the Data Controller and will process personal information WE obtain from YOU and/or third parties in accordance with the Data Protection Act 1998. WE may check and/or pass some or all of the personal information supplied to NFU Mutual in connection with YOUR insurance or claim to other insurance companies in order to administer the POLICY for underwriting and claims handling purposes, to suppliers of goods and services, to regulatory organisations, databases and fraud prevention agencies. WE may also search these agencies and databases to:

- Help make decisions about the provision and administration of credit and related services for YOU and any other party covered by the POLICY;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage YOUR account and insurance POLICY;
- Check YOUR identity to prevent money laundering, unless YOU provide US with satisfactory proof of identity;
- Validate the claims history of YOU or 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.

WE may use YOUR information to carry out research. It may be necessary to transfer YOUR information to service providers outside the European Economic Area for the purposes described and/or systems administration. WE will take the necessary steps to ensure YOUR privacy is protected.

YOU have the right to ask US for a copy of the personal information WE hold about YOU if YOU apply in writing to OUR Head Office.

# Fraud prevention and detection

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. This is in accordance with the Data Protection Notice.

# 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.



# 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.



If you'd like this document in large print,  
braille or audio, just contact us.



**NFU Mutual**

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