

Reference Booklet

Home and Lifestyle

Insurance

Version 6.9

How to make a claim

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 <http://www.nfumutual.co.uk/branches/>. Their telephone number is also on your insurance documents.

NFU Mutual Direct

If you are an NFU Mutual Direct customer, please call 0800 197 0963. The NFU Mutual Direct claims line is open 8am - 6pm, Monday to Friday.

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 (WHAT IS INSURED) - Only applicable if additional premium has been paid. Please refer to your policy schedule to confirm whether cover is in force.

This service provided by ARAG plc provides a 24-hour domestic heating and plumbing helpline.

You can use the helpline by calling 0330 3031468.

Our domestic emergency service will provide attendance by a suitably qualified contractor and 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 homes doors, locks and windows;
- breakage of the toilet unit;
- loss of domestic power supply;
- vermin infestation;
- alternative accommodation costs;
- roof damage.

Legal expenses insurance

If you have a legal expenses claim or you need advice, please call the DAS helpline on 0117 934 0573. DAS Legal Expenses Insurance Company Ltd provide this free service for our members. Their claims office is open 9am - 5pm, Monday to Friday and the helpline is open 24/7.

Assistance whilst abroad

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

Thank you for placing YOUR insurance with NFU Mutual.

Cancellation rights

If YOU do not 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 the call centre which issued this POLICY, or in writing. YOU can also use OUR website 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 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 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 or by calling the FCA on 0800 111 6768. OUR Financial Services Register number is 117664.

Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, please view the privacy policy on OUR website.

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. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

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Policy Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of YOUR POLICY for the PERIOD OF COVER and any subsequent PERIOD OF COVER, provided YOU keep to the terms and conditions of the POLICY.

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 describes 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 fluid and cursive, with a long horizontal stroke extending to the right.

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.

ACCIDENT

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

ACT OF TERRORISM

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

ALTERNATIVE TREATMENT

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

BOAT

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

BUILDINGS

YOUR HOME and its:

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

Also, any fixtures and fittings which belong to YOU.

BUILDINGS does not include:

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

BUSINESS ADDRESS

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

CARAVAN

The caravan described on YOUR SCHEDULE and its:

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

WE do not cover personal belongings.

CAT

The cat owned by YOU described in the SCHEDULE.

Definitions

CONTENTS

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

CREDIT CARDS

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

DAMAGE

Unexpected and unintended physical loss or damage.

DOG

The dog owned by YOU described in the SCHEDULE.

DOMESTIC

Relating to the private activities of YOU or YOUR FAMILY.

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

EMPLOYEE(S)

A person working for YOU in a DOMESTIC capacity or, if insured under this POLICY, YOUR HOLIDAY 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 or directly employed carer.

WE do not cover physical injury or illness to any person employed to provide care for YOU by an external provider.

EUROPE

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

Definitions

EXCESS

The amount of each claim which YOU must pay.

EXCLUDED RISKS

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

FAMILY

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

FATAL INJURY

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

GARDEN

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

HIGH RISK ITEM(S)

For definition see start of Contents plus section.

HOLIDAY ACCOMMODATION

Accommodation for paying guests.

HOLIDAY HOME

The HOME YOU use to provide HOLIDAY ACCOMMODATION.

HOME

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

HOMEWORKER BUSINESS

YOU or YOUR FAMILY'S business insured under the Homeworker cover as shown on YOUR SCHEDULE.

Definitions

HUMAN DISEASE

These are:

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

ILLNESS

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

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

INDEX LINKING

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

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

WE may at OUR option use other indexes.

JEWELLERY

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

JOB

YOUR occupation as shown on YOUR SCHEDULE.

LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent:

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

MONEY

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

WE do not cover stamps forming part of a collection.

Definitions

MOTORISED VEHICLES

Any mechanically propelled vehicle 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;
- model planes, boats and trains not intended for the carriage of people.

OFFICIAL DOCUMENTATION

The documentation required in accordance with the terms of the UK GovernmentTMPets Travel scheme.

OUTBUILDINGS

Any permanent structure withing 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.

PARTIAL DISABILITY

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

PERIOD OF COVER

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

POLICY

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

PRODUCTS

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

PUT TO SLEEP

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

QUALIFYING COUNTRIES

All countries which form part of the UK GovernmentTMPets Travel scheme.

SCHEDULE

The latest Home and Lifestyle 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.

SPEEDBOAT

A craft fitted with an:

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

TERRITORIAL LIMITS

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

TOTAL DISABILITY

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

Definitions

UNOCCUPIED

This is when the HOME is:

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

VALUABLE(S)

For definition see start of Contents section.

VET(S)

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

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR, YOURSELF

Every person or organisation described on your SCHEDULE.

General exclusions

(Applying to the whole POLICY)

WE do not cover the following:

Terrorism

Any damage, physical injury or illness, cost or expense of whatever nature directly or indirectly caused by or resulting from or in connection with:

- any ACT OF TERRORISM regardless of any other cause or event contributing at the same time or in any other sequence to the loss;
- any action taken to control, prevent, suppress, or in anyway relating to, an ACT OF TERRORISM.

War risks

DAMAGE caused by war, invasion or any similar event, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

Radioactivity

DAMAGE or liability caused by:

- ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

Loss of value

Loss of market value if this is more than the cost of repair or replacement.

Existing damage or liability

Any DAMAGE or liability which begins before the start of this insurance policy or before the commencement of the relevant section.

Existing health conditions

Any ACCIDENT which occurred or ILLNESS which began before the start of this insurance policy or before the commencement of the relevant section.

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

WE will not pay for any DAMAGE caused by or in connection with the property 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.

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 maker's recommendations for inspection and maintenance and meet any legal requirements, if YOU have a lift in YOUR HOME;
- 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.

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;
- any building extensions or refurbishments are carried out other than for normal redecoration.

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 other 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. CCJ's whether satisfied or not; and/or
 - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVA's) / Trust Deeds and / or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVA's); 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.

If YOU have cover under the Personal accident cover YOU must tell US:

- immediately if YOU change YOUR JOB or arrange any other personal accident or illness insurance (other than part of a motor or travel policy); and
- before renewal about any injury, ILLNESS, disease or physical problem YOU have suffered from since the POLICY last renewed.

General conditions

How to claim

If anything happens which might result in a claim, YOU must do the following (failure to do so will 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 people or vandals, or lost property insured under the Personal belongings cover under this POLICY;
- if an animal is injured or ill YOU must immediately employ a VET at YOUR expense and have the animal properly treated;
- not admit responsibility or try to settle a claim without OUR written permission. YOU must send US any letters YOU receive about the incident immediately;
- YOU must not abandon any property to US;
- YOU must not dispose of any damaged property until WE have given YOU permission to do so.

If YOU have cover under the Home Emergency cover and 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 Homemaker covers and YOU claim WE are entitled to examine any animal. If YOU claim for the death of an animal YOU must tell US at least 24 hours before the disposal of the carcass of the animal.

If YOU have cover under the Personal accident cover, YOU must allow US to arrange a medical examination. If YOU die, WE must be given reasonable notice before YOU are buried or cremated, so that WE can be represented at any post-mortem or inquest.

Our rights if you claim

WE, or anyone appointed by US, may:

- enter any building where DAMAGE has taken place and take control of the remains;
- take over, defend or settle a claim made against YOU;
- at OUR own expense, take legal action in YOUR name to get back any payment WE have made under YOUR POLICY.

Other insurance

If, when YOU claim there is other insurance covering the same ACCIDENT, ILLNESS, DAMAGE or liability, WE will only pay OUR share. This does not apply to the:

- Personal accident;
 - Contents "Additional insurance" - Fatal injury to you, your husband, wife or civil partner;
 - Contents plus "Additional insurance" - Fatal injury to you or your family;
- covers of YOUR POLICY.

Arbitration

If WE accept YOUR claim, but cannot agree with YOU on the amount WE should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between YOU and US in line with current law.

If this happens, YOU cannot take legal action against US until the arbitrator has made a decision.

Fraud and misrepresentation

If YOU or anyone acting for YOU:

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

1. avoid, or at OUR option cancel, the POLICY without returning any premium that YOU have paid;
2. recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
3. refuse any other benefit under the POLICY.

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:

- 1 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;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with POLICY terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 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.

Building works notification

If YOU plan to carry out any work to improve, renovate, extend, build or demolish any part of the BUILDINGS where the estimated cost of the works is in excess of £50,000, YOU must inform US at least 21 days prior to the commencement of the works and before YOU enter into any contract for the works. WE may consequently amend the terms of this POLICY. If YOU do not advise US of such works WE will not have to pay any claim caused by or resulting from the works. YOU do not need to inform US if the work is for redecoration only.

No claim discount

Where YOU are entitled to a no claim discount the renewal premium will be reduced in accordance with the following scale if a claim has not been made during the PERIOD OF COVER:

Previous year claim free	15%
Previous two years claim free	20%
Previous three years claim free	25%
Previous four or more years claim free	30%

Each claim will reduce the discount at YOUR next renewal from the level which applied during the PERIOD OF COVER according to the following scale:

Discount entitlement	After 1 claim	Or after 2 or more claims
15%	Nil	Nil
20%	Nil	Nil
25%	15%	Nil
30%	20%	Nil

Not all covers are eligible for a no claims discount. YOUR SCHEDULE will show where a discount applies.

General conditions

Renewal of your policy

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

- 1 the terms on which YOUR POLICY may be renewed;
- 2 any changes to the POLICY cover; and
- 3 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 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 plus

What is insured

DAMAGE to YOUR BUILDINGS.

What is not insured

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

Smoke DAMAGE caused by any gradual process.

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

DAMAGE due to:

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

DAMAGE to gates and fences caused by storm or flood.

DAMAGE caused by:

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

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

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

DAMAGE caused by leaking fumes or flue gases.

DAMAGE caused by cutting down or cutting back trees.

Buildings plus

What is insured

How we will settle your claim

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

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

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

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

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

The amount WE pay will include any costs for:

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

Unless WE notify YOU otherwise, WE will not reduce YOUR insured rebuilding cost after a claim.

What is not insured

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

The cost of maintenance or routine decoration.

DAMAGE caused by faulty design, materials or workmanship.

The amount of any EXCESS shown on YOUR SCHEDULE.

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

Costs of preparing YOUR claim.

Costs:

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

Buildings plus

What is insured

Additional insurance

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

1) Rent and accommodation costs

If 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 agreed by US 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.

The most WE will pay is reasonable costs for up to three years in total under this POLICY.

2) Alternative stabling

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

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

3) Public services

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

4) Sewer blockage

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

5) Trace and access

WE will pay the cost of locating the source of:

- water escaping from any fixed tank, pipe or apparatus;
- oil escaping from any heating system; and subsequently making good the DAMAGE caused by the search.

What is not insured

DAMAGE:

- caused by wear and tear;
- caused by electrical or mechanical breakdown; and
- caused by faulty design, materials or workmanship.

DAMAGE:

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

Buildings plus

What is insured

6) Forced evacuation

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

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

7) Acquired disability

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

The most WE will pay is £15,000.

8) Removing nests

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

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

9) Removing trees

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

10) Removing squatters

If squatters move into YOUR HOME, WE will pay:

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

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

What is not insured

Loss of rent due to termination of a lease agreement.

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

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

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

Buildings plus

What is insured

11) Non invalidation

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

12) New acquisitions

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

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

13) Temporary removal of fixtures

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

14) Underinsurance protection

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

15) Replacement locks

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

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

What is not insured

Buildings plus

What is insured

16) Emergency services

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

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

17) Protecting the buyer's interest

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

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

18) 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

Buildings

What is insured

BUILDINGS are insured against DAMAGE by the following causes:

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

What is not insured

Smoke DAMAGE caused by any gradual process.

Any loss caused:

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

- DAMAGE caused by DOMESTIC pets which belong to, or are the responsibility of, YOU or YOUR FAMILY;
- DAMAGE caused by moths, vermin, insects or fungus.

DAMAGE:

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

DAMAGE:

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

The amount of the EXCESS shown on YOUR SCHEDULE.

DAMAGE:

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

Buildings

What is insured

- 9) Theft or attempted theft.

- 10) Water leaking from or frozen in any fixed DOMESTIC installation or any DOMESTIC appliance.

- 11) Oil leaking from a fixed heating installation or tank.

- 12) Falling television or radio aerials, satellite receivers, wind turbines or close circuit television cameras.

- 13) Falling trees or branches.

Accidental loss or damage cover

This only applies if it is shown on YOUR SCHEDULE

- 14) YOU are also covered against any accidental DAMAGE.

What is not insured

DAMAGE caused:

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

DAMAGE:

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

DAMAGE:

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

DAMAGE caused by cutting down or cutting back trees.

DAMAGE:

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

The cost of maintenance or routine decoration.

How we will settle your claim

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

The amount of any EXCESS shown on YOUR SCHEDULE.

Buildings

What is insured

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

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

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

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

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

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

Unless WE notify YOU otherwise, WE will not reduce YOUR insured rebuilding cost after a claim.

Additional insurance

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

1) Rent and accommodation costs

If YOUR HOME cannot be lived in because of DAMAGE to YOUR HOME 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 agreed by US of similar accommodation for YOU and 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.

The most WE will pay is 25% of the insured rebuilding cost of YOUR BUILDINGS or up to £75,000 whichever is the greater.

What is not insured

Costs of preparing YOUR claim.

Costs:

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

Buildings

What is insured

2) Alternative stabling

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

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

3) Public services

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

4) Sewer blockage

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

The most WE will pay is £1,000.

5) Trace and access

WE will pay costs of locating the source of:

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

and subsequently making good the DAMAGE caused by the search.

The most WE will pay is £10,000.

6) Glass and sanitary ware

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

7) Removing nests

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

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

What is not insured

DAMAGE:

- caused by wear and tear;
- caused by electrical or mechanical breakdown; and
- caused by faulty design, materials or workmanship.

DAMAGE:

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

Breakage caused while YOUR HOME is UNOCCUPIED.

WE will not pay for first £50 of each and every claim.

Buildings

What is insured

8) Removing trees

WE will pay for removal of YOUR trees or branches if damaged as a result of any of the causes under "What is insured" numbers 1 to 13 and WE believe they are a threat to human life or are likely to DAMAGE property.

9) Removing squatters

If squatters move into YOUR HOME, WE will pay:

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

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

10) Non invalidation

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

11) Replacement locks

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

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

12) Emergency services

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

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

What is not insured

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

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

Buildings

What is insured

13) Protecting the buyer's interest

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

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

14) 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 plus

Definitions (applicable to this cover only)

CONTENTS

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

WE do not cover:

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

HIGH RISK ITEM(S)

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

Contents plus

What is insured

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

What is not insured

DAMAGE to JEWELLERY.

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

Smoke DAMAGE caused by any gradual process.

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

DAMAGE due to:

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

while YOUR HOME is UNOCCUPIED.

DAMAGE caused by:

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

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

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

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

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

DAMAGE which happens while YOUR pedal cycle is being used when racing and competing as a professional cyclist.

DAMAGE caused by cutting down or cutting back trees.

DAMAGE caused by leaking fumes and flue gases.

DAMAGE to clocks by over-winding.

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

Contents plus

What is insured

What is not insured

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

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

Unauthorised use of CREDIT CARDS by YOU or YOUR FAMILY.

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

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

Property insured separately.

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

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

Theft of equipment from YOUR BOAT unless:

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

Theft of an outboard motor unless:

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

Theft of a sailboard unless:

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

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

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

DAMAGE if YOU:

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

Contents plus

What is insured

How we will settle your claim

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

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

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

The most WE will pay for:

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

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

What is not insured

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

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

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

The amount of any EXCESS shown on YOUR SCHEDULE.

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

Contents plus

What is insured

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

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

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

For pedal cycles WE will pay the cost of repairing or replacing the pedal cycle.

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

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

For outboard motors WE will pay the market value.

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

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

Unless WE notify YOU otherwise, WE will not reduce YOUR insured replacement cost after a claim.

What is not insured

Contents plus

What is insured

What is not insured

Special conditions

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

Additional insurance

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

1) Rent and accommodation costs

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

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

The most WE will pay is reasonable costs for up to three years in total under this POLICY.

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 agreed by US of similar accommodation for YOU and YOUR DOMESTIC pets or any rent YOU have to pay.

Loss of rent due to termination of a lease agreement.

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

3) Special events

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

Contents plus

What is insured

4) Deterioration of food

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

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

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

5) Contents in your garden

WE will pay for DAMAGE to CONTENTS in YOUR GARDEN.

The most WE will pay is £10,000.

6) Trees, plants, shrubs and lawns

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

The most WE will pay:

- for any one tree, plant or shrub is £500; and
 - £5,000 in total;
- during the PERIOD OF COVER.

7) Loss of metered water

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

The most WE will pay is £5,000.

8) Horses

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

The most WE will pay is £500.

9) Business equipment

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

The most WE will pay is £15,000.

What is not insured

DAMAGE:

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

Trees, shrubs or other plants.

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

Losses whilst YOUR HOME is UNOCCUPIED.

Any horse or pony kept for a business or profession.

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

DAMAGE:

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

Contents plus

What is insured

10) Moving home

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

11) Replacement locks

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

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

12) New purchases

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

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

13) Visitor's effects

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

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

14) Underinsurance protection

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

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

15) Delayed baggage

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

The most WE will pay is £250 per person.

What is not insured

DAMAGE:

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

DAMAGE covered by other insurance.

Theft from an unattended vehicle.

DAMAGE caused by EXCLUDED RISKS.

Contents plus

What is insured

16) Securities, certificates and documents

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

The most WE will pay is £5,000 any one claim, or claims arising from the same originating cause.

17) Downloaded information

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

The most WE will pay is £2,500.

18) Professional counselling

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

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

19) Fatal injury to you or your family

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

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

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

20) Security upgrade

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

21) Death of an artist

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

What is not insured

WE will not pay for negotiable securities or negotiable bonds.

The cost of:

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

Contents

Definitions (applicable to this cover only)

CONTENTS

Household goods, personal belongings, VALUABLES, MONEY and CREDIT CARDS, which belong to, or are the responsibility of YOU, or YOUR FAMILY or any DOMESTIC EMPLOYEES, all of whom normally reside with YOU.

WE do not cover:

- MOTORISED VEHICLES, their parts or accessories;
- caravans, trailers, aircraft and watercraft;
- pets or livestock;
- trees, shrubs or other plants which are not inside YOUR HOME;
- fixtures and fittings belonging to a landlord;
- the value of securities, certificates or documents of any kind except for the clerical cost of reproduction;
- property insured elsewhere under this POLICY or under any other insurance 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; or
- any marquee hired by YOU.

VALUABLE(S)

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

Contents

What is insured

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

- 1) Fire, smoke, lightning, explosions and earthquakes.
- 2) Riot, civil commotion, labour and political disturbances.
- 3) Malicious people and vandals.

- 4) Any type of aircraft and anything dropped from them.
- 5) Collision involving any vehicle or animal.

- 6) Storm.

- 7) Flood.

- 8) Subsidence or heave of the site on which YOUR BUILDINGS stand, or landslip.
- 9) Theft or attempted theft.

- 10) Water leaking from or frozen in any fixed DOMESTIC installation or any DOMESTIC appliance.

- 11) Oil leaking from a fixed heating installation or tank.

What is not insured

Smoke DAMAGE caused by any gradual process.

Any loss caused:

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

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

DAMAGE caused by moths, vermin, insects or fungus.

DAMAGE caused by:

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

DAMAGE caused by:

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

DAMAGE caused:

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

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

DAMAGE:

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

DAMAGE:

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

Contents

What is insured

12) Falling television or radio aerials, satellite receivers, wind turbines or close circuit television cameras.

13) Falling trees or branches.

Accidental loss or damage cover

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

14) YOU are also covered against any accidental DAMAGE.

What is not insured

DAMAGE caused by cutting down or cutting back trees.

DAMAGE:

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

How we will settle your claim

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

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

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

The most WE will pay for:

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

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

The amount of any EXCESS shown on YOUR SCHEDULE.

Contents

What is insured

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

Unless WE notify YOU otherwise, WE will not reduce YOUR insured replacement cost after a claim.

Additional insurance

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

1) Rent and accommodation costs

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

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

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

2) Special events

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

3) Deterioration of contents of fridge or freezer

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

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

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

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

What is not insured

DAMAGE:

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

WE will not pay the first £50 of each and every claim.

Contents

What is insured

4) Contents in your garden

WE will pay for DAMAGE to CONTENTS in YOUR GARDEN by any of the causes under fiWhat is insuredfl numbers 1 to 13.

The most WE will pay is £5,000.

5) Trees, plants, shrubs and lawns

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

The most WE will pay:

- for any one tree, plant or shrub is £250; and
 - £2,000 in total;
- during the PERIOD OF COVER.

6) Loss of metered water

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

The most WE will pay is £2,500.

7) Horses

WE will pay if YOUR horse or pony is stolen or suffers FATAL INJURY by any of the causes under fiWhat is insuredfl numbers 1 to 13.

The most WE will pay is £500.

8) Riding tack

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

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

What is not insured

Trees, shrubs or other plants.

MONEY or VALUABLES.

WE will not pay the first £50 of each and every claim.

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

WE will not pay the first £50 of each and every claim.

Losses whilst YOUR HOME is UNOCCUPIED.

Any horse or pony kept for a business or profession.

DAMAGE:

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

WE will not pay the first £50 of each and every claim.

Contents

What is insured

9) Contents temporarily away from your home and garden

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 13, to CONTENTS anywhere in the TERRITORIAL LIMITS if they are away from YOUR HOME and GARDEN for 60 days or less.

10) Students' belongings

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 13 to CONTENTS anywhere in the TERRITORIAL LIMITS if they are away from YOUR HOME and GARDEN because YOU or YOUR FAMILY are enrolled at an educational establishment.

The most WE will pay is £7,500 per student per claim.

11) Business equipment

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

The most WE will pay is £15,000.

12) Mirrors and glass in furniture

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

What is not insured

DAMAGE caused by:

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

MONEY or VALUABLES.

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

WE will not pay the first £50 of each and every claim.

DAMAGE caused by:

- storms, floods, malicious people or vandals if YOUR CONTENTS are not in a building;
- theft from a student's room unless force and violence has been used to get into or out of the room;
- theft from any motor vehicle unless in transit to or from YOUR HOME and YOUR FAMILY'S educational establishment, unless it involves forcible and violent entry or exit;
- theft of accessories of YOUR pedal cycle unless the pedal cycle is stolen at the same time;
- DAMAGE which happens while YOUR pedal cycle is being used for racing or competitions;
- theft of YOUR pedal cycle unless it is in a locked building or securely locked to something which cannot be moved.

WE will not pay the first £50 of each and every claim.

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

DAMAGE:

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

WE will not pay the first £50 of each and every claim.

Breakage caused while YOUR HOME is UNOCCUPIED.

WE will not pay the first £50 of each and every claim.

Contents

What is insured

13) Home entertainment equipment

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

The most WE will pay is one third of the insured replacement cost for CONTENTS, or £10,000 whichever is the greater, unless specified on YOUR SCHEDULE.

14) Moving home

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

15) Replacement locks

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

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

16) New purchases

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

The most WE will pay is £5,000.

17) Contents in business premises

WE will pay for DAMAGE by any of the causes under "What is insured" numbers 1 to 13 to CONTENTS being stored in YOUR business premises which are inside the TERRITORIAL LIMITS.

The most WE will pay is £5,000.

What is not insured

DAMAGE:

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

WE will not pay the first £50 of each and every claim.

DAMAGE:

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

WE will not pay the first £50 of each and every claim.

DAMAGE:

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

Theft from an unattended motor vehicle.

WE will not pay the first £50 of each and every claim.

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

WE will not pay the first £50 of each and every claim.

Contents

What is insured

18) Professional counselling

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

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

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

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

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

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

20) Downloaded information

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

The most WE will pay is £2,500.

21) Securities, certificates and documents

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

The most WE will pay is £2,500 any one claim, or claims arising from the same originating cause.

22) Emergency services

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

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

What is not insured

The cost of:

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

WE will not pay the first £50 of each and every claim.

WE will not pay for negotiable securities or negotiable bonds.

WE will not pay the first £50 of each and every claim.

Holiday accommodation

What is insured

What is not insured

Standard Cover

1) Buildings

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

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

2) Contents

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

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

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

MONEY.

Motor vehicles and their accessories.

DAMAGE caused by:

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

Holiday accommodation

What is insured

3) Loss of profit

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

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

What is not insured

Interruption if YOUR HOLIDAY ACCOMMODATION business is forced to close for financial reasons or is carried on by a liquidator, 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

What is insured

- 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

Unoccupied holiday homes

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

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

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

Optional cover

Cancellation of advance bookings

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

- death, injury, illness, pregnancy, childbirth (which must be confirmed by a registered medical practitioner) or compulsory quarantine of any or their close relative or partner, close business associate or partner;
- if public transport is disrupted by actual or intended strikes;
- if a guest must:
 - do jury service and has had a written request for an alternative date refused;
 - act as a witness in a court; or
 - stay at home to help the police after a fire or theft at home or their place of work;

What is not insured

Holiday accommodation

What is insured

- if the guest's home has been seriously DAMAGED inside 14 days of the planned departure date or during the holiday;
- if there is a national emergency and the guest has leave cancelled by HM Armed Forces or a police authority;
- if the guest receives notice of redundancy which qualifies for statutory payment;
- if the guest is unexpectedly posted to work outside the TERRITORIAL LIMITS.

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

The most WE will pay is:

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

What is not insured

Homeworker

Definitions (applicable to this cover only)

BUSINESS CONTENTS

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

WE do not cover:

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

BUSINESS OUTBUILDINGS

Outbuildings at the BUSINESS ADDRESS.

STOCK

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

What is insured

Standard cover

1) Buildings

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

2) Business Contents

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

3) Unspecified business contents away from the business address

Unspecified items of BUSINESS CONTENTS are insured against DAMAGE:

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

What is not insured

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

DAMAGE caused by theft or attempted theft by any EMPLOYEE.

DAMAGE caused by EXCLUDED RISKS.

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

Homeworker

What is insured

4) Stock

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

5) Increased cost of working

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

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

What is not insured

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

MONEY.

Property insured separately.

Interruption if the HOMEWORKER BUSINESS is forced to close for financial reasons or is carried on by a liquidator, 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 or Contents plus cover which prevents or reduces access to the BUSINESS ADDRESS.

6) Book debts

Following insured DAMAGE, the difference between the:

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

and

- amounts received or traced.

7) Money

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

8) Personal accident (assault)

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

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

What is not insured

Failure:

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

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

What is insured

How we will settle your claim

WE will settle claims as follows:

- BUSINESS CONTENTS - WE will pay the cost of repairing or replacing the BUSINESS CONTENTS. WE will reduce the benefit to allow for wear and tear if the claim involves 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.

The most WE will pay for any one quad bike, motor bike under 51 cc or ride on lawn mower is £5,000.

- 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.

What is not insured

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

Homeworker

What is insured

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

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

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

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

What is not insured

Additional insurance

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

1) Reinstating records

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

- DAMAGE by any of the causes YOU have insured under YOUR Contents or Contents plus cover;
- someone 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.

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.

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.

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.

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.

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 £500 in total including up to £100 for personal MONEY.

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.

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 establishment 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, any tenant, lodger 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; and
- for all other items WE will pay the cost of repairing or replacing the items.

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

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

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.

Homeworker

What is insured

B Business outbuildings

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

How we will settle your claim

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

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

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

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

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

The amount WE pay will include any costs for:

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

What is not insured

The amount of any EXCESS shown on YOUR SCHEDULE.

Costs of preparing YOUR claim.

Costs:

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

Homeworker

What is insured

Additional insurance

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

Protecting the buyer's interest

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

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

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.

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

Accidental damage

This only applies if it is shown on YOUR SCHEDULE.

3) Smallholding contents

SMALLHOLDER CONTENTS are insured against DAMAGE within the TERRITORIAL LIMITS covered by the same causes insured by YOUR Contents cover.

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 (architectsTM, surveyorsTM 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™

The most WE will pay is £1,000.

What is not insured

What is insured

Optional cover

(operative only if shown on YOUR SCHEDULE)

What is not insured

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.

The amount of the EXCESS shown on YOUR SCHEDULE.

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 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.

Home Emergency

Definitions (applicable to this cover only)

ADMINISTRATOR

ARAG plc or appointed agents on its behalf.
You can use the helpline by calling 0330 3031468.

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 £1,000.
- 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.

Personal belongings

What is insured

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

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

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

- in the TERRITORIAL LIMITS; or
- temporarily elsewhere in the world for not more than 90 days in any PERIOD OF COVER.

YOUR SCHEDULE will show which of the following are insured:

Unspecified personal belongings including:

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

What is not insured

DAMAGE caused by EXCLUDED RISKS.

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

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

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

Any ride on lawn mower or golf buggy over £5,000 unless specified.

Property insured elsewhere under this POLICY or under any other insurance policy.

Any marquee hired by YOU.

DAMAGE to:

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

DAMAGE to:

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

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

DAMAGE which happens while YOUR pedal cycle is being used when racing and competing as a professional cyclist.

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

Personal belongings

What is insured

- MONEY and CREDIT CARDS.

Individual items as described on YOUR SCHEDULE.

How we will settle your claim

WE will settle claims as follows:

- for clothing WE will take off an amount for wear, tear or loss of value;
- for all other items WE will pay the cost of repairing or replacing the items.

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

The most WE will pay for:

- unspecified items is the total personal belongings limit, with a single article limit; and
- specified items is the insured replacement cost;

as shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

What is not insured

Losses caused by mistakes or loss of value.

Losses caused by deception.

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

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

Unauthorised use of CREDIT CARDS by YOU or YOUR FAMILY.

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

DAMAGE which happens while YOUR pedal cycle is being used when racing and competing as a professional cyclist.

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

The amount of any EXCESS shown on YOUR SCHEDULE.

Personal belongings

What is insured

Additional insurance

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

1) Delayed baggage

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

The most WE will pay is £250 per person.

2) Downloaded information

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

The most WE will pay is £2,500.

What is not insured

The cost of:

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

Jewellery

What is insured

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

How we will settle your claim

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

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

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

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

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

What is not insured

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

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

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

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

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

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

Property insured elsewhere under this POLICY or under any other insurance policy.

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

Jewellery

What is insured

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

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

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

The most WE will pay for:

- unspecified JEWELLERY is the total JEWELLERY limit, with a single article limit; and
- specified items of JEWELLERY is the insured replacement cost;

shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

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

Additional insurance

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

1) New purchases

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

The most WE will pay is £25,000 or 25% of the total JEWELLERY insured replacement cost whichever is the less.

2) Underinsurance protection

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

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

What is not insured

DAMAGE covered by other insurance.

Caravan

What is insured

YOUR CARAVAN is insured against DAMAGE while it is:

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

What is not insured

DAMAGE:

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

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

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

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

How we will settle your claim

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

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

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

WE will not reduce YOUR sum insured after a claim.

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

The amount of any EXCESS shown on YOUR SCHEDULE.

Caravan

What is insured

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

Additional insurance

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

1) Loss of use and hiring charges

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

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

The most WE will pay is:

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

2) Other costs

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

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

3) Deterioration of food

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

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

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

What is not insured

DAMAGE caused:

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

Caravan

What is insured

4) Accidents to your family

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

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

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

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

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

What is not insured

An accident which is caused or contributed by:

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

An accident while YOU are travelling on business.

WE will not pay for anyone aged 70 or over.

Boat

What is insured

YOUR BOAT is insured against DAMAGE while it is in:

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

What is not insured

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

DAMAGE caused by EXCLUDED RISKS.

DAMAGE if YOU:

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

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

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

Theft of equipment unless:

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

Theft of an outboard motor unless:

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

Boat

What is insured

How we will settle your claim

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

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

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

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

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

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

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

What is not insured

Theft of a sailboard or windsurfer unless:

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

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

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

The amount of any EXCESS shown on YOUR SCHEDULE.

Boat

What is insured

What is not insured

Special conditions

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

Additional insurance

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

1) Salvage charges

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

DOG and CAT

Definitions (applicable to this section only):

ACCIDENT:

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

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.

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.

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.

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.

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;
- 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

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 insured Special condition

It is a condition precedent of foreign travel cover that YOU have complied with the terms of the UK GovernmentTMPets 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.

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.

Dog and Cat - Loss of animal

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, disease or CONDITION.

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

WE will not pay for:

- non emergency surgery;
- elective surgery;
- any holiday booked less than 28 days before departure;
- costs incurred from an illness, disease or CONDITION if YOUR DOG or CAT is aged 10 years or more unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE;
- costs incurred if YOUR DOG or CAT is aged 15 years or more unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE.

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 for 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 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

What is insured

If WE consider that:

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

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

Additional insurance

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

1) Foreign travel cover

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

2) Emergency kennel/cattery costs

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

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

3) Emergency transportation costs

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

The most WE will pay is £100.

4) Quarantine costs

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

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

What is not insured

Any medication, materials or other consumables provided or recommended by a VET that will be used more than 12 months after the date the ACCIDENT happens or the illness, disease or CONDITION first appears, unless the PERMANENT HEALTH ENDORSEMENT is shown on YOUR SCHEDULE.

Any charges YOU incur in making a claim.

Any charges relating to late payment of bills.

Dog and Cat - Vet's fees

What is insured

WE will pay:

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

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

Special condition

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

What is not insured

Liability

What is insured

Subsection 1: Liability to the public

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

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

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

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

Buildings and/or Buildings plus

Liability arising from YOUR ownership or YOUR occupation of YOUR BUILDINGS or GARDEN insured under this POLICY.

YOUR liability 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.

Liability

What is insured

Contents and/or Contents plus

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;
- DOMESTIC staff YOU employ.

What is not insured

Liability caused by:

- any business or profession, including growing agricultural or horticultural produce, or rearing livestock for profit;
- owning land or buildings other than for grazing, stabling or riding horses for DOMESTIC purposes;
- occupation of any land or building other than YOUR HOME and GARDEN or for grazing, stabling or riding horses used for DOMESTIC purposes;
- the hiring out of any animal;
- owning or using any MOTORISED VEHICLE;
- owning or using any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedalloes, sailboards, surfboards, canoes and kayaks;
- 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;
- owning or using any quad bike or motorbike under 51cc 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 a pedal cycle for racing and competing as a professional cyclist;
- the hiring of bouncy castles or other play equipment unless YOU have notified US and WE have agreed to provide cover.

Liability which should be covered by compulsory motor insurance.

Tenant's liability

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 fittings.

DAMAGE caused while YOUR HOME is UNOCCUPIED.

Liability

What is insured

Holiday accommodation

Liability to paying guests arising in connection with YOUR HOLIDAY ACCOMMODATION insured under this POLICY.

Liability for DAMAGE to the property of paying guests.

Homeworker

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

What is not insured

MONEY belonging to paying guests.

Liability caused by the use of any swimming pool, trampoline or other play equipment unless YOU have notified US and WE have agreed to provide cover.

Owning or using any:

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

Liability which should be covered by compulsory motor insurance.

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

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

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

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

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

Liability

What is Insured

Smallholder

Liability in connection with:

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

Caravan

Liability arising from the:

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

What is not insured

Owning or using any:

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

Liability which should be covered by compulsory motor insurance.

Liability 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.

Liability caused by:

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

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

Liability

What is insured

Boat and Contents plus

Liability arising from the:

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

Special conditions

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

Dog and cat

Liability 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.

Liability

What is insured

What is not insured

How we will settle your claim

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

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

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

Additional insurance

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

1) Unpaid damages

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

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

2) Pollution and contamination

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

- a sudden and unforeseen and identifiable incident;
- leakage of oil from a DOMESTIC oil installation at YOUR HOME or in YOUR GARDEN.

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

Liability

What is insured

What is not insured

Subsection 2: Employers^Tliability

Applicable only where Contents, Contents plus, 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.

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^Tliability claim, which is not covered by YOUR POLICY, YOU must repay to US all amounts WE have paid which WE would not have done so without this law.

Personal accident

What is insured

This cover applies anywhere in the world but is restricted to 30 days in total if YOU are working outside the TERRITORIAL LIMITS.

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

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

and, if shown on YOUR SCHEDULE:

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

What is not insured

The first period of disability as shown on YOUR SCHEDULE.

The first period of disability as shown on YOUR SCHEDULE.

The first period of disability as shown on YOUR SCHEDULE.

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

ACCIDENT or ILLNESS resulting from:

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

Personal accident

What is insured

What is not insured

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

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

How we will settle your claim

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

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

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

If WE are paying under items 4) or 5) and YOU suffer an ILLNESS or another ACCIDENT at the same time WE will not pay more than one amount for weekly benefits.

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

If YOU have an ILLNESS and ACCIDENT which occur at the same time, WE will not pay more than one amount for weekly benefits.

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

Personal accident

What is insured

Escalator

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

Assignment of death benefit

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

Additional insurance

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

1) Disappearance

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

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

2) Professional counselling

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

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

3) Medical treatment

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

4) Rehabilitation

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

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

What is not insured

Personal accident

What is insured

5) Hospital benefit

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

The most WE will pay is £1,000.

6) Missed education

If any person named on YOUR SCHEDULE as covered under this section are less than 18 years old and have missed education, due to an ACCIDENT, WE will pay the cost of private tuition less any amount recoverable from the education establishment normally attended.

The most WE will pay is £1,500.

7) Loss of fingers, thumbs and toes

If YOUR SCHEDULE includes LOSS OF LIMBS, SIGHT, SPEECH or HEARING WE will pay the following percentages of the benefit shown for loss by physical separation of at least one complete bone of a finger, thumb or toe or the total and permanent loss of use of a finger, thumb or toe:

- 1) A thumb 20%
- 2) A finger 10%
- 3) A big toe 10%
- 4) Any other toe 5%

WE will not pay more than 100% of the benefit shown for LOSS OF LIMBS, SIGHT, SPEECH or HEARING for claims directly or indirectly arising from or in connection with the same ACCIDENT.

What is not insured

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

Personal legal expenses

Definitions (applicable to this cover only)

COSTS AND EXPENSES

- a) All reasonable and necessary costs chargeable by the REPRESENTATIVE and agreed by DAS in accordance with the DAS STANDARD TERMS OF APPOINTMENT.
- b) The costs incurred by opponents in civil cases if the INSURED PERSON has been ordered to pay them, or the INSURED PERSON pays them with DAS's agreement.

COUNTRIES COVERED

For Contract disputes, Bodily injury and 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.

DAS

DAS Legal Expenses Insurance Company Limited 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

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.

DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount WE will pay to a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

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. (This is the date the event happened, which may be before the date the INSURED PERSON first became aware of it.)

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 law.

For Tax protection the date 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.

Personal legal expenses

DOMESTIC EMPLOYEE

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

INSURED PERSON

The person who has taken out this POLICY (the policyholder) and any member of their FAMILY who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this section must have the policyholder's agreement to claim.

PREFERRED LAW FIRM

A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the INSURED PERSONS claim and must comply with DAS's agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS STANDARD TERMS OF APPOINTMENT.

PROPERTY

The residential property the INSURED PERSON told US about.

REASONABLE PROSPECTS

For civil cases, the prospects that the INSURED PERSON will recover losses or damages (or obtain any other legal remedy that DAS have 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 PREFERRED LAW FIRM on their behalf, will assess what the prospects of success are.

REPRESENTATIVE

The PREFERRED LAW FIRM, law firm, accountant or other suitably qualified person DAS will appoint to act on the INSURED PERSONS behalf.

SECONDARY HOME

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

Personal legal expenses

What is insured

WE agree to provide the insurance described in this POLICY, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this POLICY, provided that:

- 1) REASONABLE PROSPECTS exist for the duration of the claim;
- 2) the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF COVER;
- 3) any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the COUNTRIES COVERED; and
- 4) the insured incident happens within the COUNTRIES COVERED.

WHAT WE WILL PAY

WE will pay a REPRESENTATIVE, on the INSURED PERSONS behalf, COSTS AND EXPENSES incurred following an insured incident, provided that:

- a) 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 £50,000;
- b) in respect of an appeal or the defence of an appeal, the INSURED PERSON must tell DAS within the time limits allowed that they want to appeal. Before WE pay the COSTS AND EXPENSES for appeals, DAS must agree that REASONABLE PROSPECTS exist;
- c) for an enforcement of judgment to recover money and interest due to an INSURED PERSON after a successful claim under this POLICY, DAS must agree that REASONABLE PROSPECTS exist; and
- d) 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 WE WILL NOT PAY

1) Late reported claims

A claim where an 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 REASONABLE PROSPECTS of a claim or DAS consider OUR position has been prejudiced.

2) Costs DAS have not agreed

COSTS AND EXPENSES incurred before DAS's written acceptance of a claim.

If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where WE have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person an INSURED PERSON has appointed. Under the terms of this cover, COSTS AND EXPENSES will be paid on the basis of the DAS STANDARD TERMS OF APPOINTMENT.

3) Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an INSURED PERSON to pay.

4) Legal action we have not agreed

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

5) Defamation

Any claim relating to written or verbal remarks that damage an INSURED PERSONS reputation.

6) A dispute with US or DAS

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

7) Judicial review

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Personal legal expenses

8) Claims under this policy by a third party

Apart from US, YOU are 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.

9) Fraudulent claims

A claim which is fraudulent, exaggerated or dishonest, or a claim where an allegation of dishonesty or alleged violent behaviour has been made against the INSURED PERSON.

10) Litigant in person

Any claim where the INSURED PERSON is not represented by a law firm, barrister or tax expert.

11) Nuisance and trespass claims excess

The first £250 of any claim for legal nuisance or trespass. The INSURED PERSON must pay this as soon as DAS accept the claim.

Personal legal expenses

Employment disputes

What is insured

- 1) A dispute relating to an INSURED PERSONS contract of employment or future employment that could be heard in an employment tribunal or a court of law.
- 2) WE will defend an INSURED PERSONS legal rights prior to:
 - a) the issue of legal proceedings in a court or tribunal following the dismissal of a DOMESTIC EMPLOYEE; or
 - b) the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - c) 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 an 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.

What is not insured

A claim relating to the following:

- 1) employers' disciplinary hearings or internal grievance procedures; or
- 2) personal injury only; or
- 3) an employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the POLICY; or
- 4) a dispute with a DOMESTIC 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 the POLICY if the date of occurrence was within the first 180 days of the indemnity provided by the POLICY; or
- 5) damages for personal injury or loss of or damage to property; or
- 6) 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.

Service Occupancy

What is insured

An INSURED PERSON'S legal rights to recover premises owned by, or which an INSURED PERSON is responsible for, from a DOMESTIC EMPLOYEE or ex-DOMESTIC EMPLOYEE.

What is not insured

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

Personal legal expenses

Contract disputes

What is insured

- 1) A dispute arising from an agreement or an alleged agreement which an INSURED PERSON has entered into in a personal capacity for:
 - a) buying or hiring in goods or services;
 - b) selling goods.
- 2) A dispute or misrepresentation arising from an agreement or an alleged agreement which an INSURED PERSON has entered into for the buying or selling of the INSURED PERSON'S HOME or SECONDARY HOME.
- 3) A dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.

Provided that:

- 1) the amount in dispute is more than £100.

What is not insured

A claim relating to the following:

- 1) a contract regarding an INSURED PERSON'S trade, profession, employment or any business venture;
- 2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £50,000 (including VAT);
- 3) the settlement payable under an insurance policy (DAS will negotiate if the INSURED PERSON'S insurer refuses their claim, but not for a dispute over the amount of the claim);
- 4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- 5) a MOTORIZED VEHICLE;
- 6) Agricultural Land Tribunals.

Personal legal expenses

Landlord and tenant disputes

What is insured

- 1) A dispute arising from an agreement or an alleged agreement which an INSURED PERSON has entered into relating to an INSURED PERSON'S HOME or SECONDARY HOME leased or rented to an INSURED PERSON in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
- 2) DAS will defend:
 - a) England, Wales and Scotland
An INSURED PERSON'S legal rights in trying to get possession of their SECONDARY HOME that they have let under:
 - an assured shorthold tenancy;
 - a short assured tenancy;
 - an assured tenancy.These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

An INSURED PERSON'S legal rights in trying to get possession of their SECONDARY HOME if they have let their SECONDARY HOME to a limited company and their SECONDARY HOME has been let for people to live in.

An INSURED PERSON'S legal rights in trying to get possession of their SECONDARY HOME if they have let their SECONDARY HOME and the INSURED PERSON lives in the SECONDARY HOME as the landlord.
 - b) Northern Ireland
An INSURED PERSON'S legal rights in trying to get possession of their SECONDARY HOME that they have let to which the Private Tenancies Order 2006 applies.
 - c) Isle of Man and the Channel Islands
An INSURED PERSON'S legal rights in trying to get possession of their SECONDARY HOME that they have let under equivalent legislation in the Isle of Man or the Channel Islands, as applicable to their SECONDARY HOME.

Provided that:
 - i) For both a) and b) the INSURED PERSON must give the tenant the correct notices telling him or her that they want possession of the INSURED PERSON'S SECONDARY HOME.
 - ii) All posted pre- agent notices and pre- proceeding notices must be sent by recorded delivery post.
- 3) DAS will negotiate for an INSURED PERSON'S legal rights after an event which causes physical damage to their SECONDARY HOME. The amount in dispute must be more than £1,000.

Provided that a detailed inventory of the contents and condition of the INSURED PERSON'S SECONDARY HOME (with supporting photographs) which the tenant has signed.
- 4) DAS will negotiate for an INSURED PERSON'S legal rights to recover rent owed by the tenant for the INSURED PERSON'S SECONDARY HOME if it has been overdue for at least one calendar month.

Personal legal expenses

Provided that:

- i) If an INSURED PERSON accepts payment (or part payment) of rent arrears from the tenant of the SECONDARY HOME, the INSURED PERSON must be able to provide proof that they have warned the tenant that it does not prevent the INSURED PERSON from taking further action against them under this POLICY.
- ii) Where the tenant is a limited company, the INSURED PERSON must first seek advice from the appointed REPRESENTATIVE before accepting payment of rent arrears.

What is not insured

- 1) Repossession of an INSURED PERSON'S SECONDARY HOME because the tenant has behaved anti-socially.
- 2) Any disagreement with an INSURED PERSON'S tenant when the DATE OF OCCURRENCE is within the first 90 days of the first PERIOD OF COVER and the tenancy agreement started before the start of this POLICY.
- 3) Any claim related to registering rents, reviewing rents, rent control, buying the freehold of an INSURED PERSON'S SECONDARY HOME or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 4) For 2 a) and 2 b) a property let under a tenancy agreement that is not an assured shorthold, short assured or assured tenancy in England, Wales or Scotland or a property let in Northern Ireland to which the Private Tenancies Order 2006 does not apply, unless otherwise included under 2a) unless the tenant is an INSURED PERSON.
- 5) A claim relating to Agricultural Land Tribunals.

Personal legal expenses

Bodily injury

What is insured

A specific or sudden incident that causes the death or bodily injury to an INSURED PERSON.

What is not insured

A claim relating to the following:

- 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 an INSURED PERSON;
- 3) clinical negligence;
- 4) defending an INSURED PERSON'S legal rights, but defending a counter-claim is covered.

Clinical negligence

What is insured

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to an INSURED PERSON.

What is not insured

A claim relating to the following:

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

Personal legal expenses

Property protection

What is insured

A civil dispute relating to an INSURED PERSON'S HOME or SECONDARY HOME, or personal possessions, that an INSURED PERSON owns, or are responsible for, following:

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

Provided that an INSURED PERSON must have established the legal ownership or right to the land that is the subject of the dispute.

What is not insured

- 1) A claim relating to the following:
 - a) a contract entered into by an INSURED PERSON;
 - b) any building or land other than an INSURED PERSON'S 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;
 - f) a MOTORISED VEHICLE.
- 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 by the INSURED PERSON as soon as DAS accept the claim.

Public Rights of Way

What is insured

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

Tax protection

What is insured

COSTS AND EXPENSES in relation to a comprehensive examination by HM Revenue & Customs that considers all areas of an INSURED PERSON'S self-assessment tax return, but not enquiries limited to one or more specific area.

What is not insured

- a) Any claim if an INSURED PERSON is self-employed, or a sole trader, or in a business partnership.
- b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Jury service and Court attendance

What is insured

WE will pay an INSURED PERSON'S net salary or wages for the time that they are absent from work less any amount the court gives them:

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

What is not insured

Any claim if an INSURED PERSON is unable to prove their loss.

Personal legal expenses

Legal defence

What is insured

- 1) COSTS AND EXPENSES to defend an INSURED PERSON'S legal rights if an event arising from their work as an employee leads to:
 - a) the INSURED PERSON being prosecuted; or
 - b) civil action being taken against an INSURED PERSON under:
 - discrimination legislation; or
 - data protection regulations.
- 2) COSTS AND EXPENSES to 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 MOTORISED VEHICLE.
- 3) COSTS AND EXPENSES to defend an INSURED PERSON'S legal rights prior to the issue of legal proceedings when dealing with the Police where it is alleged that an INSURED PERSON has or may have committed a criminal offence following an event arising from their work as an employee.

What is not insured

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

Shotgun and/or Firearm Certificate Protection

What is insured

COSTS AND EXPENSES in appealing to the relevant regulatory authority, following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling an INSURED PERSON'S shotgun and/or firearm certificate.

What is not insured

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

Personal legal expenses

SPECIAL CONDITIONS

1) Your legal representation

- a) On receiving a claim, if legal representation is necessary, DAS will appoint a PREFERRED LAW FIRM or in-house lawyer as the INSURED PERSON'S REPRESENTATIVE to deal with the claim. They will try to settle the INSURED PERSON'S claim by negotiation without having to go to court. However, the INSURED PERSON may choose a law firm to act as their REPRESENTATIVE.
- b) If an INSURED PERSON chooses a law firm as their REPRESENTATIVE who is not a PREFERRED LAW FIRM or DAS LAW, the law firm must agree to the DAS STANDARD TERMS OF APPOINTMENT.
- c) The REPRESENTATIVE must co-operate with US at all times and must keep US up to date with the progress of the claim.

2) Your responsibilities

- a) the INSURED PERSON must co-operate fully with US and the REPRESENTATIVE.
- b) the INSURED PERSON must give the REPRESENTATIVE any instructions that WE ask them to.

3) Offers to settle a claim

- a) An INSURED PERSON must tell DAS if anyone offers to settle a claim. An INSURED PERSON must not negotiate or agree to a settlement without DAS's written consent.
- b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may refuse to pay further COSTS AND EXPENSES.
- c) WE may decide to pay an INSURED PERSON the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the INSURED PERSON must allow DAS to take over and pursue or settle any claim in their name. The INSURED PERSON must also allow DAS to pursue at their own expense and for OUR own benefit, any claim for compensation against any other person and the INSURED PERSON must give DAS all the information and help that DAS need to do so.

4) Assessing and recovering costs

- a) The INSURED PERSON must instruct the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited if DAS ask for this.
- b) The INSURED PERSON must take every step to recover COSTS AND EXPENSES and court attendance and jury service expenses that WE have to pay and must pay US any amounts that are recovered.

5) Cancelling a REPRESENTATIVE'S appointment

If the REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if the INSURED PERSON dismisses the REPRESENTATIVE without good reason, the cover WE provide will end immediately, unless DAS agree to appoint another REPRESENTATIVE.

6) Withdrawing cover

If an INSURED PERSON settles or withdraws a claim without DAS's agreement, or does not give suitable instructions to the REPRESENTATIVE, WE can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES WE have paid.

7) Expert opinion

DAS may require the INSURED PERSON to get, at their own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the INSURED PERSON and DAS. Subject to this, WE will pay the cost of getting the opinion if the expert's opinion indicates that REASONABLE PROSPECTS exist.

Personal legal expenses

8) Arbitration

If there is a disagreement about the way DAS handle a claim and that disagreement is not resolved through DAS's internal complaints procedure, DAS and the INSURED PERSON can choose a suitably qualified person to arbitrate.

DAS and the INSURED PERSON must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

9) Keeping to the policy terms

The INSURED PERSON must:

- a) keep to the terms and conditions of this POLICY;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything DAS ask for, in writing; and
- e) report to DAS full and factual details of any claim as soon as possible and give DAS any information they need.

10) Other insurances

WE will not pay any claim that would have been covered by any other policy if this cover of YOUR POLICY did not exist.

11) Law that applies

This cover of YOUR POLICY will be governed by English law.

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 appropriate.

Personal legal expenses

Helpline services

DAS provides 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 inbound and outbound calls, except those to the counselling service, are recorded.

To contact the services below, phone DAS on **0117 934 0573** and state that YOU are an NFU Mutual policyholder.

Legal advice service

WE provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, 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 an INSURED PERSON calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service

WE offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays.

If an INSURED PERSON calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical service

WE will give an INSURED PERSON information over the phone on general health issues and advice on a wide variety of medical matters. WE can provide information on what health services are available in YOUR area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If an INSURED PERSON calls outside these times, a message will be taken and a return call arranged within the operating hours.

Veterinary help

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

Childcare help

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

Home help

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

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

Personal legal expenses

Counselling service

WE will provide an INSURED PERSON with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The INSURED PERSON will pay any costs for using the services to which WE refer them to.

This helpline is open 24 hours a day, seven days a week.

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

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

Household Law Website

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

Access to the above service is available using www.dashouseholdlaw.co.uk

Registration code: **DAS2ADD67C67**

Business legal expenses

This cover only applies if Homemaker, Smallholder or Crofter (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.

BUSINESS

The business as described on YOUR SCHEDULE.

BUSINESS PREMISES

The business premises as described on YOUR SCHEDULE.

COSTS AND EXPENSES

- a) All reasonable and necessary costs chargeable by the REPRESENTATIVE and agreed by DAS in accordance with the DAS STANDARD TERMS OF APPOINTMENT.
- b) The costs incurred by opponents in civil cases if the INSURED PERSON has been ordered to pay them, or the INSURED PERSON pays them with DASTM agreement.

COUNTRIES COVERED

For CONTRACT DISPUTES and LEGAL DEFENCE (except 5 Statutory notice appeals):

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

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

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.

DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount DAS will pay to a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

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. (This is the date the event happened, which may be before the date YOU or an INSURED PERSON first became aware of it).

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.

For Contract Disputes, the date of occurrence is when YOU could reasonably be expected to become aware of the breach of contract.

For Tax Protection the date when HM Revenue & Customs, or the relevant authority, first notifies YOU in writing of its intention to make an enquiry. For VAT or Employer compliance disputes, the date the dispute arises during the PERIOD OF COVER.

For Legal Defence 5 Statutory notice appeals, the date when the INSURED PERSON is issued with the relevant notice and has the right to appeal.

Business legal expenses

EMPLOYER COMPLIANCE DISPUTE

A dispute with HM Revenue & Customs concerning YOUR compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

INSURED PERSON

YOU and YOUR directors, partners, managers and EMPLOYEES.

PREFERRED LAW FIRM or TAX CONSULTANCY

A law firm, barrister's chambers or tax expert DAS chooses to provide legal services. These specialists are chosen as they have the proven expertise to deal with YOUR claim and must comply with DAS's agreed service standard levels, which DAS audits regularly. They are appointed according to the DAS STANDARD TERMS OF APPOINTMENT.

REASONABLE PROSPECTS

For civil cases, the prospects that the INSURED PERSON will recover losses or damages (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 PREFERRED LAW FIRM on their behalf, will assess what the prospects of success are.

REPRESENTATIVE

The PREFERRED LAW FIRM, law firm, accountant or other suitably qualified person DAS will appoint to act on the INSURED PERSON'S behalf.

TAX ENQUIRY

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- i) includes a request to examine any aspect of YOUR books and records; or
- ii) advises a check of YOUR whole tax return.

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.

WHAT IS INSURED

WE agree to provide the insurance described in this POLICY for YOU (or where specified the INSURED PERSON) in respect of any insured incident arising in connection with the BUSINESS shown in YOUR SCHEDULE, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this POLICY, provided that:

- 1) REASONABLE PROSPECTS exist for the duration of the claim;
- 2) the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF COVER;
- 3) any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the COUNTRIES COVERED; and
- 4) the insured incident happens within the COUNTRIES COVERED.

Business legal expenses

WHAT WE WILL PAY

WE will pay a REPRESENTATIVE, on YOUR behalf, COSTS AND EXPENSES incurred following an insured incident, and any compensation awards that DAS has agreed to, provided that:

- a) 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 £50,000;
- b) in respect of an appeal or the defence of an appeal, YOU must tell DAS within the time limits allowed that YOU want to appeal. Before WE pay the COSTS AND EXPENSES for appeals, DAS must agree that REASONABLE PROSPECTS exist;
- c) for an enforcement of judgment to recover money and interest due to YOU after a successful claim under this POLICY, DAS must agree that REASONABLE PROSPECTS exist;
- d) 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;
- e) in respect of Legal Defence 6 Jury service and court attendance 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 the court pays;
- f) the most WE will pay in any one PERIOD OF COVER in respect of compensation awards under insured incident - 2 Compensation awards is £1,000,000.

WHAT WE WILL NOT PAY

1) Contract dispute claims excess

The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000. YOU must pay this as soon as DAS accepts the claim.

2) Nuisance and trespass claims excess

The first £250 of any claim for legal nuisance or trespass. YOU must pay this as soon as DAS accepts the claim.

INSURED INCIDENTS

EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

1) Employment disputes

What is insured

WE will pay COSTS AND EXPENSES to defend YOUR legal rights:

- 1) before the issue of legal proceedings in a court or tribunal following the dismissal of an EMPLOYEE; or
- 2) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3) in legal proceedings in respect of any dispute relating to:
 - a) a contract of employment with YOU; or
 - b) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

What is not insured

WE will not pay for any claim relating to the following:

- 1) damages for personal injury or loss of or damage to property; and/or
- 2) Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

Business legal expenses

2) Compensation awards

What is insured

WE will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of YOUR statutory duties under employment legislation

in respect of a claim DAS have accepted under insured incident 1 Employment disputes.

Provided that:

- a) in cases relating to performance and/or conduct, YOU have throughout the employment dispute either:
 - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii) sought and followed advice from DAS LAWTM legal advice service.
- b) 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 LAWTM legal advice service since the date when YOU should have known about the employment dispute.
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, YOU have sought and followed advice from DASTM Claims Department before starting any redundancy process or procedure with YOUR employees.
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.

Please note that the total of compensation awards payable by US is £1,000,000 in any one PERIOD OF COVER.

For provisos a) iii), b) and c) above, YOU can telephone DAS on 0117 934 0573.

What is not insured

WE will not pay for any claim for:

- a) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
- b) Non-payment of money due under a contract of employment or a statutory provision.
- c) Any award ordered because YOU have failed to provide relevant records to employees under National Minimum Wage legislation.
- d) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

3) Employee civil legal defence

What is insured

COSTS AND EXPENSES to defend the INSURED PERSONTM (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.

Business legal expenses

4) Service occupancy

What is insured

COSTS AND EXPENSES to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which YOU are responsible.

What is not insured

WE will not pay for:

Any claim relating to defending YOUR legal rights other than defending a counter-claim.

LEGAL DEFENCE

What is insured

WE will pay COSTS AND EXPENSES to defend the INSURED PERSON'S legal rights:

1) Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the INSURED PERSON has or may have committed a criminal offence.

2) Criminal prosecution defence

Following an event which leads to the INSURED PERSON being prosecuted in a court of criminal jurisdiction.

3) Data protection and Information Commissioner registration

- a) If civil action is taken against the INSURED PERSON for compensation under data protection regulations. WE will also pay any compensation award made against the INSURED PERSON under data protection regulations.
- b) In an appeal against the refusal of the Information Commissioner to register YOUR application for registration.

4) Wrongful arrest

If civil action is taken against YOU for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the PERIOD OF COVER.

5) Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.

6) Jury service and court attendance

An INSURED PERSON'S absence from work:

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

The maximum WE will pay is the INSURED PERSON'S net salary or wages for the time that they are absent from work less any amount YOU, the court or tribunal, have paid them.

Provided that:

- a) for claims relating to the Health and Safety at Work Act 1974 the COUNTRIES COVERED shall be any place where the Act applies;
- b) at the time of the insured incident, YOU have registered with the Information Commissioner in respect of insured incident 3) Data protection and Information Commissioner registration;
- c) YOU request US to provide cover for the INSURED PERSON.

Business legal expenses

What is not insured

WE will not pay for any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a MOTORISED VEHICLE.

Please note this exclusion applies to sections 1 and 2 of the Legal defence cover.

Please note WE will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS shown in YOUR SCHEDULE.

Please note WE will not cover the cost of fines imposed by the Information Commissioner. Please see SPECIAL EXCLUSIONS 3) - Court awards and fines.

Please note this exclusion applies to section 3 of the Legal defence cover.

WE will not pay for any claim related to the following:

- a) 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;
- b) a Statutory Notice issued by an INSURED PERSON'S regulatory or governing body.

Please note these exclusions a) and b) apply to section 5 of the Legal defence cover.

CONTRACT DISPUTES

What is insured

WE will pay COSTS AND EXPENSES to defend the INSURED PERSON'S legal rights in respect of any 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, or the lease, licence or tenancy of land or buildings.

Provided that:

- a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), YOU will be responsible for the first £500 of COSTS AND EXPENSES in each and every claim;
- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT);
- c) if the dispute relates to money owed to YOU, a claim under the POLICY is made within 90 days of the money becoming due and payable.

What is not insured

WE will not pay for any claim related to the following:

- 1) A dispute arising from an agreement entered into prior to the start of the POLICY if the DATE OF OCCURRENCE is within the first 90 days of the cover provided by the POLICY.
- 2)
 - a) The settlement payable under an insurance policy (DAS will cover a dispute if YOUR insurer refuses YOUR claim, but not for a dispute over the amount of the claim).
 - b) A loan, mortgage, pension, guarantee or any other financial product and choses in action.
 - c) A motor vehicle 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.
- 3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with YOU.
- 4) A dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services; or
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to YOUR own specification.
- 5) A dispute arising from a breach or alleged breach of professional duty by an INSURED PERSON.
- 6) The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Business legal expenses

PROPERTY PROTECTION

What is insured

WE will pay COSTS AND EXPENSES to defend YOUR legal rights in respect of a civil dispute relating to material property which is owned by YOU, or is YOUR responsibility following:

- 1) any event which causes physical damage to such material property; or
- 2) a legal nuisance (meaning any unlawful interference with YOUR use or enjoyment of YOUR land, or some right over, or in connection with it); or
- 3) a trespass.

Please note that YOU must have established the legal ownership or right to the land that is the subject of the dispute.

What is not insured

WE will not pay for any claim related to the following:

- 1) a contract YOU have entered into;
- 2) goods in transit or goods lent or hired out;
- 3) goods at premises other than those occupied by YOU unless the goods are at the premises for the purpose of installations or use in work to be carried out by YOU;
- 4) mining subsidence;
- 5) defending YOUR legal rights but WE will cover defending a counter-claim;
- 6) a motor vehicle owned or used by, or hired or leased to an INSURED PERSON (other than damage to motor vehicles where YOU are in the business of selling motor vehicles);
- 7) the enforcement of a covenant by or against YOU;
- 8) the first £250 of any claim for legal nuisance or trespass. This is payable by YOU as soon as WE accept the claim.

TAX PROTECTION

What is insured

WE will pay COSTS AND EXPENSES in respect of:

- 1) A TAX ENQUIRY.
- 2) An EMPLOYER COMPLIANCE DISPUTE.
- 3) A VAT DISPUTE.

Provided that YOU have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note WE will only cover tax claims which arise in direct connection with the activities of the BUSINESS shown in YOUR SCHEDULE.

What is not insured

WE will not pay COSTS AND EXPENSES in respect of:

- 1) Any tax avoidance schemes.
- 2) Any failure to register for Value Added Tax or Pay As You Earn.
- 3) Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- 4) Any claim relating to import or excise duties and import VAT.
- 5) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Business legal expenses

SPECIAL EXCLUSIONS

1) Late reported claims

A claim where YOU have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the REASONABLE PROSPECTS of a claim or DAS considers OUR position has been prejudiced.

2) Costs DAS has not agreed

COSTS AND EXPENSES incurred before DAS's written acceptance of a claim.

If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where DAS has agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this cover, COSTS AND EXPENSES will be paid on the basis of the DAS STANDARD TERMS OF APPOINTMENT.

3) Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders YOU to pay, other than compensation awards covered under insured incidents EMPLOYMENT DISPUTES AND COMPENSATION AWARDS and LEGAL DEFENCE.

4) Legal action DAS has not agreed

Any legal action YOU take that DAS or the REPRESENTATIVE have not agreed to, or where YOU do anything that hinders DAS or the REPRESENTATIVE.

5) Intellectual property rights

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

6) Deliberate acts

Any insured incident deliberately or intentionally caused by YOU.

7) Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by YOU.

8) Defamation

Any claim relating to written or verbal remarks that damage YOUR reputation.

9) A dispute with US or DAS

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

10) Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the BUSINESS shown in YOUR SCHEDULE.

11) Judicial review

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

12) Claims under this POLICY by a third party

Apart from US, YOU are 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.

13) Litigant in person

Any claim where YOU are not represented by a PREFERRED LAW FIRM, law firm, barrister or tax expert.

Business legal expenses

14) Bankruptcy

Any claim where either at the start of, or during the course of a claim, YOU:

- a) are declared bankrupt;
- b) have filed a bankruptcy petition;
- c) have filed a winding-up petition;
- d) have made an arrangement with YOUR creditors;
- e) have entered into a deed of arrangement;
- f) are in liquidation; or
- g) 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.

SPECIAL CONDITIONS

1) Your legal representation

- a) On receiving a claim, if legal representation is necessary, DAS will appoint a PREFERRED LAW FIRM or in-house lawyer as the INSURED PERSON'S REPRESENTATIVE to deal with the claim. They will try to settle the INSURED PERSON'S claim by negotiation without having to go to court. However, the INSURED PERSON may choose a law firm to act as their REPRESENTATIVE.
- b) If an INSURED PERSON chooses a law firm as their REPRESENTATIVE who is not a PREFERRED LAW FIRM or DAS LAW, the law firm must agree to the DAS STANDARD TERMS OF APPOINTMENT.
- c) The REPRESENTATIVE must co-operate with US at all times and must keep US up to date with the progress of the claim.

2) Your responsibilities

- a) the INSURED PERSON must co-operate fully with US and the REPRESENTATIVE.
- b) the INSURED PERSON must give the REPRESENTATIVE any instructions that WE ask them to.

3) Offers to settle a claim

- a) An INSURED PERSON must tell DAS if anyone offers to settle a claim. An INSURED PERSON must not negotiate or agree to a settlement without DAS's written consent.
- b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may refuse to pay further COSTS AND EXPENSES.
- c) WE may decide to pay an INSURED PERSON the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the INSURED PERSON must allow DAS to take over and pursue or settle any claim in their name. The INSURED PERSON must also allow DAS to pursue at their own expense and for OUR own benefit, any claim for compensation against any other person and the INSURED PERSON must give DAS all the information and help that DAS need to do so.

4) Assessing and recovering costs

- a) The INSURED PERSON must instruct the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited if DAS ask for this.
- b) The INSURED PERSON must take every step to recover COSTS AND EXPENSES and court attendance and jury service expenses that WE have to pay and must pay US any amounts that are recovered.

5) Cancelling a REPRESENTATIVE'S appointment

If the REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if the INSURED PERSON dismisses the REPRESENTATIVE without good reason, the cover WE provide will end immediately, unless DAS agree to appoint another REPRESENTATIVE.

6) Withdrawing cover

If an INSURED PERSON settles or withdraws a claim without DAS's agreement, or does not give suitable instructions to the REPRESENTATIVE, WE can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES WE have paid.

Business legal expenses

7) Expert opinion

DAS may require the INSURED PERSON to get, at their own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the INSURED PERSON and DAS. Subject to this, WE will pay the cost of getting the opinion if the expert's opinion indicates that REASONABLE PROSPECTS exist.

8) Arbitration

If there is a disagreement between the INSURED PERSON and DAS about the handling of a claim and it 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.

Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by YOU and DAS. If there is a disagreement over the choice of arbitrator, WE will ask the Chartered Institute of Arbitrators to decide.

9) Keeping to the POLICY terms

The INSURED PERSON must:

- a) keep to the terms and conditions of this POLICY;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything DAS ask for, in writing; and
- e) report to DAS full and factual details of any claim as soon as possible and give DAS any information they need.

10) Other insurances

WE will not pay any claim that would have been covered by any other policy if this cover of YOUR POLICY did not exist.

11) Law that applies

This cover of YOUR POLICY will be governed by English law.

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 appropriate.

Helping you with your legal problems

If YOU wish to speak to the legal teams about a legal problem, please phone DAS on 0117 934 0573. DAS will ask YOU about YOUR legal issue and if necessary call back to give legal advice.

Making a claim

If YOUR issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this POLICY, phone DAS on 0117 934 0573 and they will give YOU a reference number. At this point DAS will not be able to tell YOU whether the claim is covered or not, but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before DAS has agreed that YOU should do so. If YOU do, WE will not pay the costs involved even if DAS accepts the claim.

Business legal expenses

Helpline services

DAS provides 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 inbound and outbound calls, except those to the counselling service, are recorded. When phoning, please tell DAS that YOU are an NFU Mutual policyholder.

To contact the services below, phone DAS on **0117 934 0573** and state that YOU are an NFU Mutual policyholder.

Eurolaw commercial legal advice service

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 any European Union country, 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 to suit YOU.

DASTM 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, we will call you back.

Tax advice service

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

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

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 and select Employment Manual. All the sections of this web-based document can be printed off for YOUR own use. Contact DAS at employmentmanual@das.co.uk with YOUR e-mail address, quoting YOUR policy number, and DAS will e-mail to inform YOU of future updates to the information.

Complaints

Please refer to the Complaints process on page 1.

Annual travel

Please refer to your separate Travel policy booklet and schedule.

Security endorsements

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

Minimum security insurance condition

WE will not pay for DAMAGE caused by theft or attempted theft from YOUR HOME (excluding garages and outbuildings) unless the following security (or alternative security protections as agreed by US) is put into effect:

External Doors

External doors and any access doors from integral garages or outbuildings or doors to other BUILDINGS not in the sole occupation of the Insured must be secured by:

1. Single doors and second closing leaf of double doors
 - a) timber - either
 - i) mortice deadlock of 5 levers or more fitted with accompanying box striking plate, complying with BS3621; or
 - ii) cylinder operated mortice deadlock or surface mounted rim cylinder deadlock with profile cylinder complying with EN 1303 grade 4, or above,
 - b) aluminium - cylinder operated mortice deadlock with profile cylinder complying with EN 1303 grade 4 or above,
 - c) UPVC - a proprietary cylinder action multi-point locking device, with removable key, having central top and bottom mounted deadlocking bolt throws,

If the door is not the main / final exit door, then either it must comply with the above or at least be fitted with a removable key operated lock and additional internal mounted top and bottom security mortice rack bolts or lockable surface mounted equivalent or a standard agreed by US;

2. Double doors - First closing leaf
Key operated locks or bolts (with detachable keys) fitted inside top and bottom and locking into the top frame and sill, or flush bolts fitted top and bottom to the inside door edge of the first closing leaf and locking into the top frame and sill;
3. Patio or other sliding doors
Key operated hook lock or bolt with detachable keys, which prevents horizontal and vertical movement or, where this is not the case, additional key operated surface mounted 'anti-theft' patio locking devices to be fitted to both sides of the frame to prevent vertical movement;
4. Other doors
Security as agreed by US;

Windows

All external basement, ground floor and other accessible opening windows greater than 220 mm by 180 mm (including fanlights and skylights)

- a) to be secured with window locks with removable keys. Where the opening section exceeds 600 mm in height or width they should be fitted with a multi point locking system or two window locks (these locks do not have to be put into operation at night in occupied bedrooms), or
- b) where windows are not required to be opened, they may be screwed permanently shut. Security screws shall be used and the heads countersunk and plugged;

When YOUR HOME is unattended, all keys left in YOUR HOME must be removed from door and window locks and hidden from view.

Important note: Attention also needs to be given to any requirements under the Disability Discrimination Act 1995 and that these fully comply with any speciality needs/requirements due to nature of occupancy by persons.

Security endorsements

Alarm security insurance condition

Definitions (applicable to this endorsement only)

KEYS

Keys include portable ACE readers, electronic pass code and details of any combination access codes.

INTRUDER ALARM SYSTEM

The component parts including the means of communication used to transmit signals.

RESPONSIBLE PERSON

YOU or any adult person authorised by YOU to be responsible for the security of YOUR HOME.

WE will not pay for DAMAGE caused by theft or attempted theft from YOUR HOME (excluding garages and outbuildings) unless the following security (or alternative security protection as agreed by US) is put into effect:

- a) an INTRUDER ALARM SYSTEM is:
 - i) put into operation and working whenever YOUR HOME is left unattended,
 - ii) maintained and serviced in full and efficient working order under an annual maintenance contract with the installer or as otherwise approved in writing by US;
- b) no alteration to or substitution of any part of the INTRUDER ALARM SYSTEM or the maintenance contract, takes place without OUR written agreement;
- c) all KEYS to the INTRUDER ALARM SYSTEM are removed from YOUR HOME whenever YOUR HOME is left unattended;
- d) YOU maintain secrecy of codes for the operation of the INTRUDER ALARM SYSTEM ;
- e) YOU must appoint at least two responsible key holders, details of which to be maintained and registered with the alarm installer and, when requested, with the local authority or Police;
- f) in the event of notification or activation of the system a key holder must attend the HOME as soon as is reasonably possible;
- g) YOUR HOME is not left without a RESPONSIBLE PERSON when YOU or any RESPONSIBLE PERSON are aware that the method of communication used to transmit signals is not in full operation;
- h) if YOU or any RESPONSIBLE PERSON are notified:
 - i) by the Police Authority or the alarm installer that response to alarm signals/calls from the INTRUDER ALARM SYSTEM may be restricted or withdrawn,
 - ii) that the INTRUDER ALARM SYSTEM is not in or cannot be maintained in full working order,
 - iii) by any other source of any information relating to the effectiveness and full operation of the INTRUDER ALARM SYSTEM,
 - iv) by a Local Authority or Magistrate imposing any requirement for abatement of a nuisance YOU or a RESPONSIBLE PERSON shall advise US as soon as possible, but no later than 10 am on OUR next working day, and comply with any subsequent requirements stipulated by US.

Security endorsements

Voluntary minimum security insurance condition

YOU have agreed to comply with the Minimum security insurance condition detailed above. In the event of this condition not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

Voluntary alarm security insurance condition

YOU have agreed to comply with the Alarm security insurance condition detailed above. In the event of this condition not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

Voluntary minimum security and alarm security insurance condition

YOU have agreed to comply with the Minimum security and Alarm insurance conditions detailed above. In the event of one or both of these conditions not being complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

Minimum security and voluntary alarm security insurance condition

Where the Minimum security insurance condition detailed above has not been complied with WE will not pay for DAMAGE caused by theft or attempted theft.

Where the Alarm insurance condition detailed above has not been complied with, WE will not pay the first £250 of any claim for DAMAGE caused by theft or attempted theft.

Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
 - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
 - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
 - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
 - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
 - (e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
 - (a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
 - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
 - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
 - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
 - (g) "YOU" and "YOUR" refer to the policyholder.

Mutuaide emergency assistance

If you need help with your boat or caravan, insured with NFU Mutual, while travelling outside the United Kingdom, the Isle of Man or the Channel Islands, Mutuaide Assistance provide this on our behalf.

A telephone call to Mutuaide's centre in Paris at any time of the day or night will give you immediate access to English speaking staff trained to give help in emergencies.

- If you are in France call 0800 22 92 92 (There will be no charge for your call.)
- From any country when using a land line call France, using the international dialling out code for the country concerned, on 33 1 45 16 64 65 (Mutuaide will be happy to call you back.)
- If you are in France or another country and using a mobile phone call +33 1 45 16 64 65 (Mutuaide will be happy to call you back.)
- Alternatively call the international operator requesting a reverse charge call to Paris 45 16 64 65.

The person you speak to will need to know:

- your name and home address;
- your address and phone number abroad;
- your policy number; and
- details of the emergency.

Notes

- This benefit falls under the terms and conditions of the policy. You must refund any costs we pay which are not covered by your policy.
- Mutuaide will decide on the most suitable, practical and reasonable method of dealing with the emergency. If you do not follow their advice we may not cover your costs.
- We will not provide assistance if the problem relates only to your car unless your car is insured by us.
- If you intend to use your mobile phone we recommend you check with your service provider first, to ensure it operates outside the territorial limits.



The above website provides useful information relating to your holiday, both in terms of what you should do before you leave and information about the country (ies) you intend to visit. This service is provided by the Foreign and Commonwealth Office.

Protecting your property

YOU have bought this POLICY to provide peace of mind. However, no insurance can fully make up for the trauma which follows loss or damage. It is worth taking time to make sure that YOU have taken sensible steps to protect YOUR property.

Fire

- Check electrical equipment regularly to make sure that flexes are in good condition and that plugs are wired correctly.
- Do not overload circuits by using multiple adaptors.
- Unplug any appliances not in use before YOU go to bed or when YOU go out.
- Install smoke alarms on all floors - they save lives.

Burst pipes

- Lag exposed water pipes and tanks in the roof.
- Turn off the water and drain the system if YOU leave the property without heat in the winter.
- If the pipes do freeze, thaw them out slowly using hot water bottles.

Security

- Use door and window locks and take the keys out of the locks when YOU go out. YOUR insurance advisor will be pleased to give advice on the most suitable types of door and window locks for YOUR property. YOU may get a discount on YOUR premium if YOU fit suitable locks.
- Leave a light on when YOU are out in the evening.
- Lock all garages and outbuildings when YOU are out.
- Lock ladders out of sight.
- Cancel newspapers and milk when YOU go away.
- Do not leave keys lying around or hanging inside the letterbox.
- Consider installing an intruder alarm - again YOUR insurance advisor will be pleased to give YOU advice on the most suitable type. YOU may be entitled to a discount on YOUR premium.

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982). Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire, CV37 7BJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. A member of the Association of British Insurers.

For security and training purposes, telephone calls may be recorded and monitored.

www.nfumutual.co.uk