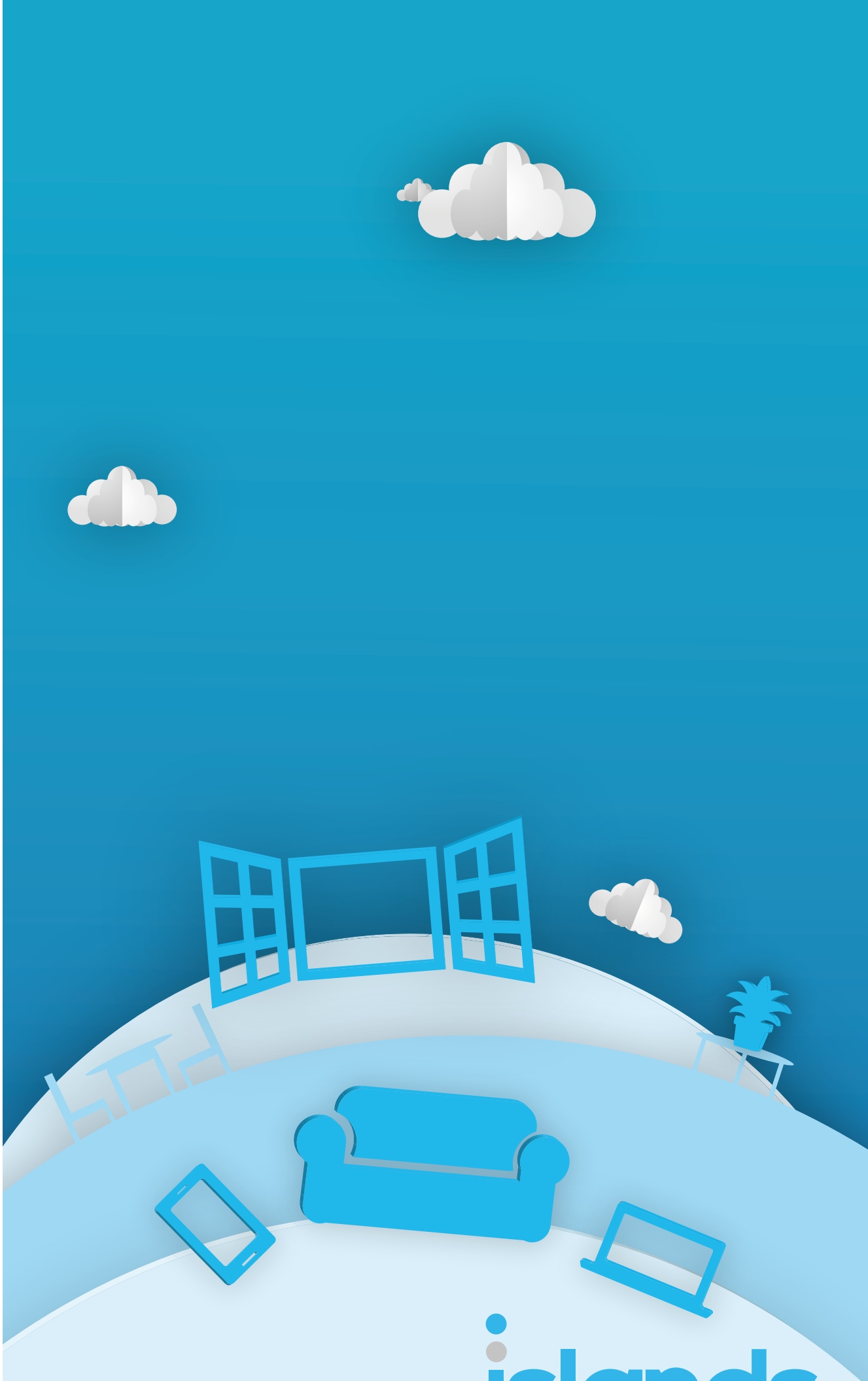


# Prestige Home

POLICY



 islands



Thank you for choosing Islands Insurance and NFU Mutual.

### Jersey

M J Touzel (Insurance Brokers) Ltd, Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ

[www.islands.je](http://www.islands.je)  
**01534 835383**  
[insure@islands.je](mailto:insure@islands.je)

### Guernsey

The Islands Insurance Brokers Ltd, PO Box 449, Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 3ZZ

[www.islands.gg](http://www.islands.gg)  
**01481 710731**  
[insure@islands.gg](mailto:insure@islands.gg)

### Alderney

The Islands Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

[www.islands.gg](http://www.islands.gg)  
**01481 824100**  
[alderney@islands.gg](mailto:alderney@islands.gg)

### Jersey

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046) and is a member of the NFU Mutual Group of Companies.

### Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 1WJ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 13696) and is a member of the NFU Mutual Group of Companies.

## HOW TO MAKE A CLAIM

### 24-hour emergency helplines

**Normal business hours:** please call the Islands office which issued YOUR POLICY.

Whichever number YOU call please read the following information before contacting US:

- 1 the relevant section(s) of the POLICY which cover the loss;
- 2 the General Exclusions, General Conditions and Claims Conditions found at the front of the POLICY;
- 3 YOUR SCHEDULE.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 YOUR POLICY number;
- 2 YOUR name and address;
- 3 details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- 4 YOUR contact number.

### Legal expenses insurance

If YOU have a legal expenses claim or YOU need advice, please call the DAS helpline on **0117 934 0553**.

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.

# 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 or calling the Islands Insurance office which issued YOUR POLICY 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 or writing to the Islands Insurance office which issued this POLICY.

If YOU remain unhappy with the outcome, depending on your circumstances, YOU may be able to refer YOUR complaint to one of the following Financial Ombudsman Services:

1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit [www.ci-fo.org](http://www.ci-fo.org) or call **01534 768610 (Jersey)** or **01481 722218 (Bailiwick of Guernsey)**

2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR POLICY number as it will enable YOUR complaint to be dealt with promptly.

## 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 under this POLICY. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## Language

This POLICY and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this POLICY.

## Statutory Status

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

## Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights and how WE may process the personal information of anyone named in YOUR POLICY or any beneficiary of YOUR POLICY, please view the privacy policy on the Islands Insurance website at [www.islands.insure/privacy-policy/](http://www.islands.insure/privacy-policy/). Please share the privacy policy with any individuals named on YOUR POLICY.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or about anyone who may benefit from this POLICY 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 or the personal data of anyone who may benefit from this POLICY for this purpose.

## CONTENTS

How to Make a Claim .....	3
Thank you for placing your Insurance with NFU Mutual .....	4
Introduction .....	6
Definitions .....	7
General Exclusions .....	10
General Conditions .....	11
Buildings .....	14
Contents.....	19
Liability .....	26
Personal Legal Expenses .....	29
Charitable Assignment Condition .....	40

## INTRODUCTION

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

Please read this POLICY, statement of insurance, SCHEDULE and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This POLICY is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR SCHEDULE.

This contract and the relationship between US and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE agree with YOU otherwise.

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives, or
- 2 In the case of a business or organization, the law applicable in that part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business, or
- 3 Should neither of the above be applicable, the law of England and Wales.



**Tim Brangwyn**

**Managing Director**

The Islands Insurance Group

**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.

### 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.

### CONTENTS

For definition see start of the Contents 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.

### DOMESTIC

Relating to the private activities of YOU or YOUR FAMILY.

NFU MUTUAL 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 or YOUR HOLIDAY ACCOMMODATION 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.

NFU Mutual does 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.

## **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.

## **HOLIDAY ACCOMMODATION**

Accommodation for up to a maximum of six paying guests.

## **HOME**

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

## **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.

NFU MUTUAL does 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 sections – in line with the Royal Institution of Chartered Surveyors' House Rebuilding Cost Index.
- For the Contents and Personal belongings covers – in line with the Retail Price Index.

WE may at OUR option use other indexes.

## **ISLANDS INSURANCE, WE, US, OUR**

The Islands' Insurance Brokers Ltd and M J Touzel (Insurance Brokers) Ltd acting as agents on behalf of NFU MUTUAL.

## **JEWELLERY**

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

## **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.
- NFU MUTUAL does not cover stamps forming part of a collection.

## **MOTORISED VEHICLES**

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

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

## **PERIOD OF COVER**

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

## **POLICY**

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

## **PUT TO SLEEP**

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

## **SCHEDULE**

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

## **TERRITORIAL LIMITS**

United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands, including journeys between them.

## **UNOCCUPIED**

This is when the HOME is:

- insufficiently furnished for normal occupation 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 YOUR individual cover sections.

## **VET(S)**

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

## **NFU MUTUAL**

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)

NFU MUTUAL does 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

NFU MUTUAL 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.

NFU MUTUAL 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 or NFU MUTUAL 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 Judgments 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.

### 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 or NFU MUTUAL 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 NFU MUTUAL's written permission. YOU must send NFU MUTUAL any letters YOU receive about the incident immediately;
- YOU must not abandon any property to US or NFU MUTUAL;
- YOU must not dispose of any damaged property until WE or NFU MUTUAL have given YOU permission to do so.

### Our rights if you claim

NFU MUTUAL, or anyone appointed by NFU MUTUAL, 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, NFU MUTUAL will only pay its 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

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

## 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;
  - a) this insurance; or
  - b) anyone named on the policy SCHEDULE;

NFU MUTUAL 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 NFU MUTUAL will have the right to:

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

## Cancelling your policy

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 or NFU MUTUAL 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 or NFU MUTUAL 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 £100,000, YOU must inform US at least 21 days prior to the commencement of the works and before YOU enter into any contract for the works. NFU MUTUAL may consequently amend the terms of this POLICY. If YOU do not advise US of such works NFU MUTUAL 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 or more years claim free	25%

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
15%	Nil	Nil
20%	Nil	Nil
25%	15%	Nil

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

## 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 or NFU MUTUAL do not want to offer renewal of YOUR POLICY WE will contact YOU in writing in accordance with the Cancelling your policy General Condition.

# Buildings – Prestige

(Please refer to YOUR SCHEDULE to see if this section is in force)

## 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.

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.

## What is insured

### How we will settle your claim

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

NFU MUTUAL 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, NFU MUTUAL will pay the loss in market value or the cost of repair or replacement, whichever is the less, up to the insured rebuilding cost.

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

The most NFU MUTUAL 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 NFU MUTUAL 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 NFU MUTUAL notify YOU otherwise, NFU MUTUAL 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 insured by this cover NFU MUTUAL 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 NFU MUTUAL of similar accommodation for YOU, YOUR FAMILY and YOUR DOMESTIC pets if the HOME is where YOU permanently reside.

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

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

## What is not insured

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.

## What is insured

### 2 Alternative stabling

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

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

### 3 Public services

NFU MUTUAL 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

NFU MUTUAL 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

NFU MUTUAL 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.

### 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, NFU MUTUAL will pay the reasonable costs as agreed of similar accommodation for YOU and YOUR DOMESTIC pets or any rent YOU have to pay.

NFU MUTUAL will pay forced evacuation expenses for up to 30 days.

### 7 Acquired disability

NFU MUTUAL 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 NFU MUTUAL will pay is £15,000

## 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.

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.



## What is insured

### 8 Removing nests

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

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

### 9 Removing trees

NFU MUTUAL 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, NFU MUTUAL will pay:

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

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

### 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 or NFU MUTUAL ask for.

### 12 New acquisitions

NFU MUTUAL 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 NFU MUTUAL will pay is 25% of the insured rebuilding cost.

### 13 Temporary removal of fixtures

NFU MUTUAL 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.

## What is not insured

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

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

## What is insured

### 14 Underinsurance protection

NFU MUTUAL 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 NFU MUTUAL will only pay up to the insured rebuilding cost.

### 15 Replacement locks

NFU MUTUAL 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 NFU MUTUAL will pay is £2,500.

### 16 Emergency services

NFU MUTUAL 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.

NFU MUTUAL 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, NFU MUTUAL will pay the buyer for DAMAGE which happens after YOU have agreed to sell them but before the sale has gone through.

NFU MUTUAL 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

NFU MUTUAL 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 NFU MUTUAL prior consent and approval which NFU MUTUAL will decide during the claims process.

## Contents – Prestige

(Please refer to YOUR SCHEDULE to see if this section is in force)

### Definitions

(applicable to this cover only)

### CONTENTS

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

NFU MUTUAL does 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.

### VALUABLES

- articles of gold, silver or other precious metals and precious stones, watches, JEWELLERY and furs;
- collections of stamps, coins, medals, curios or wine;
- pictures, prints, drawings and works of art.

## What is insured

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

## 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 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 NFU MUTUAL 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.

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.

## What is insured

## What is not insured

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.

## How we will settle your claim

NFU MUTUAL 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 NFU MUTUAL will take off an amount for wear and tear or loss of value.

NFU MUTUAL may at their option, replace CONTENTS or arrange for repairs to be carried out.

The most NFU MUTUAL will pay for:

- total unspecified VALUABLES;
- a single unspecified VALUABLES;
- 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;
- specified items;

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

For VALUABLES, in the event of a loss to a pair or set, which is the subject of a valid claim, NFU MUTUAL 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.

The amount of any EXCESS shown on YOUR SCHEDULE.

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

## What is insured

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

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

The most NFU MUTUAL 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 NFU MUTUAL notify YOU otherwise, NFU MUTUAL 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.

NFU MUTUAL will pay for:

- loss of rent YOU have to pay, and costs of storing YOUR furniture; or
- the reasonable costs agreed by NFU MUTUAL 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 NFU MUTUAL 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, NFU MUTUAL will pay the reasonable costs as agreed of similar accommodation for YOU and YOUR DOMESTIC pets or any rent YOU have to pay.

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

### 3 Special events

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

## What is not insured

Loss of rent due to termination of a lease agreement.

## What is insured

### 4 Deterioration of food

NFU MUTUAL 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.

NFU MUTUAL will settle claims by paying the cost of replacing the food.

### 5 Contents in your garden

NFU MUTUAL will pay for DAMAGE to CONTENTS in YOUR GARDEN.

The most NFU MUTUAL will pay is £10,000.

### 6 Trees, plants, shrubs and lawns

NFU MUTUAL 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 NFU MUTUAL 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

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

The most NFU MUTUAL will pay is £5,000.

### 8 Horses

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

The most NFU MUTUAL will pay is £500.

### 9 Business equipment

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

The most NFU MUTUAL 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.

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.

## What is insured

### 10 Moving home

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

### 11 Replacement locks

NFU MUTUAL 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 NFU MUTUAL will pay is £2,500.

### 12 New purchases

NFU MUTUAL 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 NFU MUTUAL will pay is 25% of the total CONTENTS insured replacement cost.

### 13 Visitor's effects

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

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

### 14 Underinsurance protection

NFU MUTUAL 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 NFU MUTUAL will only pay up to the insured replacement cost.

### 15 Delayed baggage

NFU MUTUAL 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 NFU MUTUAL 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 VALUABLES 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.



## What is insured

### 16 Securities, certificates and documents

NFU MUTUAL 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 NFU MUTUAL will pay is £5,000 any one claim, or claims arising from the same originating cause.

### 17 Downloaded information

NFU MUTUAL 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 NFU MUTUAL will pay is £2,500.

### 18 Professional counselling

NFU MUTUAL 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 NFU MUTUAL will pay is £1,000 in any PERIOD OF COVER.

### 19 Fatal injury to you or your family

NFU MUTUAL 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.

NFU MUTUAL 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 NFU MUTUAL will pay is £10,000 in respect of any one claim.

### 21 Death of an artist

NFU MUTUAL 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 NFU MUTUAL 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

NFU MUTUAL 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.

# Liability

(Please refer to YOUR SCHEDULE to see if this section is in force)

## Subsection 1: Liability to the public

NFU MUTUAL will pay amounts for which YOU, YOUR FAMILY and, with their 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 NFU MUTUAL will insure the legal representatives of that person.

## Buildings cover

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.

## Contents cover

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 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 for a maximum of six paying guests.

Liability covered by other insurance.

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

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 razing, stabling or riding horses for DOMESTIC purposes;
- occupation of any land or building other than YOUR HOME and GARDEN or for grazing, stabling or riding horses used for DOMESTIC purposes;
- the hiring out of any animal;
- owning or using any MOTORISED VEHICLE;
- owning or using any train, aircraft or watercraft intended for the carriage of people other than rowing boats, pedaloes, sailboards, surfboards, canoes and kayaks;
- passing on any disease or virus;
- breach of quarantine restrictions or import or export regulations;

## What is insured

## What is not insured

- 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 NFU MUTUAL has 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.

## Holiday accommodation

Liability to paying guests arising in connection with YOUR HOLIDAY ACCOMMODATION insured under this POLICY for up to a maximum of six paying guests.

MONEY belonging to paying guests.

Liability for DAMAGE to the property of paying guests.

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

## What is insured

### How we will settle your claim

The most NFU MUTUAL 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.

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 NFU MUTUAL will also pay legal fees and other expenses which they 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

NFU MUTUAL 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

NFU MUTUAL will pay amounts for which YOU, YOUR FAMILY and, with their 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 NFU MUTUAL will pay for all damages arising during the PERIOD OF COVER is the limit of indemnity shown on YOUR SCHEDULE.

#### Subsection 2: Employers liability

Applicable only where Contents cover is in force. NFU MUTUAL 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.

The most NFU MUTUAL 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.

## What is not insured

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

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

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

## Personal Legal Expenses

(Please refer to YOUR SCHEDULE to see if this section is in force)

### 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, Monaco, Montenegro, North Macedonia, 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 NFU MUTUAL 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, the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant authority first notifies the INSURED PERSON in writing of their intention to make an enquiry.

#### 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 or NFU MUTUAL 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 or NFU MUTUAL about.

## What is insured

NFU MUTUAL 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 NFU MUTUAL WILL PAY

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

- a) the most NFU MUTUAL 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 NFU MUTUAL 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 NFU MUTUAL will pay in COSTS AND EXPENSES is the value of the likely award.

## What is not insured

### WHAT NFU MUTUAL 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 NFU MUTUAL will not pay these unless DAS subsequently agree. Where NFU MUTUAL have agreed to pay such COSTS AND EXPENSES, NFU MUTUAL 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, NFU MUTUAL or DAS

A dispute with US, NFU MUTUAL 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.

#### 8 Claims under this policy by a third party

Apart from US or NFU MUTUAL, 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.

## What is insured

### Employment disputes

- 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 NFU MUTUAL 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.

### Service Occupancy

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.

### Contract disputes

- 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.

## What is not insured

### 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 or equivalent actions under Jersey, Guernsey, Alderney or Sark law. The INSURED PERSON must pay this as soon as DAS accept the claim.

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 precedin 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.

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

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);



## What is insured

- 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.

## Landlord and tenant disputes

- 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.

## What is not insured

- 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 MOTORISED VEHICLE;
- 6 Agricultural Land Tribunals.

- 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.

## What is insured

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.
- 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.

## Bodily injury

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.

## What is insured

### Clinical negligence

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

### Property protection

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 or equivalent action under Jersey, Guernsey, Alderney or Sark law (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 or equivalent action under Jersey, Guernsey, Alderney or Sark law.

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

### Tax protection

COSTS AND EXPENSES in relation to a comprehensive examination by HM Revenue & Customs, the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority that considers all areas of an INSURED PERSON'S self-assessment tax return, but not enquiries limited to one or more specific area.

### Jury service and Court attendance

NFU MUTUAL 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

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.

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 or equivalent action under Jersey, Guernsey, Alderney or Sark law. This is payable by the INSURED PERSON as soon as DAS accept the claim.

1 Any claim if an INSURED PERSON is self-employed, or a sole trader, or in a business partnership.

2 An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

3 An investigation or enquiries by the office of the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority where there is an allegation of dishonesty or fraud.

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

## What is insured

### Legal defence

- 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

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.

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

## 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, NFU MUTUAL or DAS at all times and must keep US, NFU MUTUAL or DAS 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 NFU MUTUAL 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, NFU MUTUAL may refuse to pay further COSTS AND EXPENSES.
- c) NFU MUTUAL 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 NFU MUTUAL have to pay and must pay US. NFU MUTUAL or DAS 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 NFU MUTUAL 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, NFU MUTUAL can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES NFU MUTUAL 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, NFU MUTUAL 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 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**

NFU MUTUAL 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.

## 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, may be recorded.

To contact the services below, phone DAS on **0117 934 0553** and state that YOU are an NFU MUTUAL policyholder.

## Legal advice service

DAS 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

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

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding 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

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

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If 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.

## Counselling service

DAS 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 DAS 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](http://www.dashouseholdlaw.co.uk)

Registration code: DAS2ADD67C

## 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.



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

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