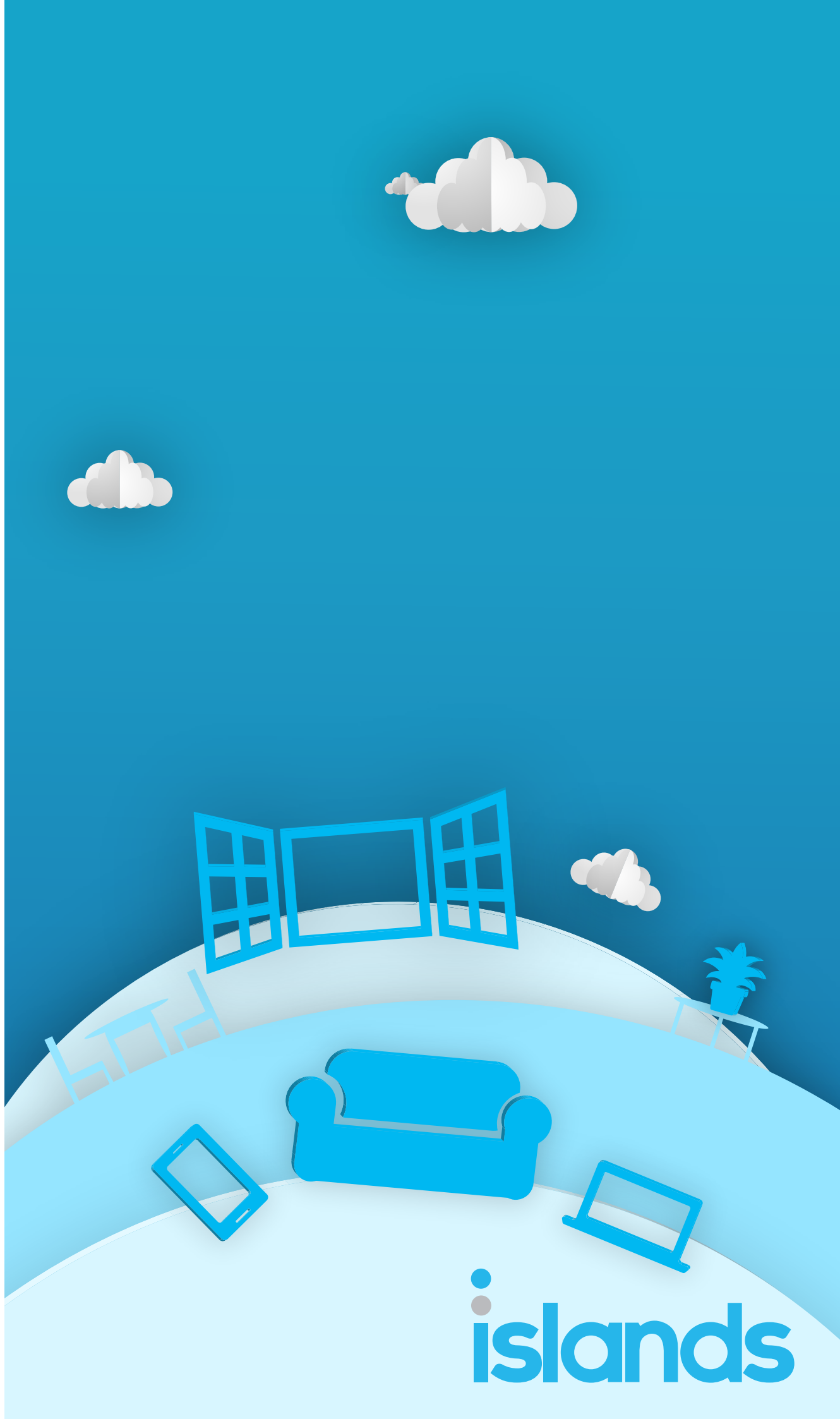


# Prestige Home

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, Plaza House, Elizabeth Avenue, 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). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

### **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 PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ 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 licensed under section 13 of The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022 to provide Credit provision in relation to regulated agreements (Part II). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

## 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

### Reporting a claim

#### Important information

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

Report your claim

- Visit [claims.araginsurance.co.uk](https://claims.araginsurance.co.uk) – have your policy number ready
- Alternatively, call us on 0117 934 0553, available 24 hours a day, 7 days a week

We will assess the claim

- To check your claim is covered by your policy
- And, if it is, we will send it to a lawyer who specialises in your type of claim

The lawyer will

- Assess your case and tell you how likely it is you will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only.

Please visit [claims.araginsurance.co.uk](https://claims.araginsurance.co.uk) for more details on how to claim.

# 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). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

## 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.

## ARAG

**ARAG** Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW  
Registered in England and Wales | Company Number 103274 | Website: [www.arag.co.uk](http://www.arag.co.uk)

**ARAG** Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

**WE** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **WE** cannot meet **OUR** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk).

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## 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

## What is not 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.

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

### 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.

Any claim involving squatters while YOUR HOME is UNOCCUPIED.

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 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.

## What is not insured

### Additional insurance

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

#### 1 Rent and accommodation costs

If the HOME where YOU permanently reside cannot be lived in because of DAMAGE insured by this cover.

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.

Loss of rent due to termination of a lease agreement.

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 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.

Liability for DAMAGE to the property of paying guests.

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 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)

### ARAG STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount **WE** will pay to an appointed **REPRESENTATIVE**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed **REPRESENTATIVE** the amount is currently £100 per hour. This amount may vary from time to time.

### COSTS AND EXPENSES

- a) All reasonable, proportionate and necessary costs chargeable by the **REPRESENTATIVE** and agreed by **US** in accordance with the **ARAG 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 **OUR** agreement.

### COUNTRIES COVERED

For Contract disputes, Bodily injury and Legal defence:

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and 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.

### 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 **WE** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **INSURED PERSON**'s claim and must comply with **OUR** agreed service standard levels, which **WE** audit regularly. They are appointed according to the **ARAG STANDARD TERMS OF APPOINTMENT**.

### PROPERTY

The residential property the **INSURED PERSON** told **ISLANDS INSURANCE** about.

### REASONABLE PROSPECTS

- a) For civil cases, the prospects that an **INSURED PERSON** will recover losses or damages (or obtain any other legal remedy that **WE** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **WE**, or a **PREFERRED LAW FIRM** on **OUR** behalf will assess whether there are **REASONABLE PROSPECTS**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

### REPRESENTATIVE

The **PREFERRED LAW FIRM**, law firm, accountant or other suitably qualified person **WE** 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 **ISLANDS INSURANCE** about.

**WE/US/OUR/ARAG**

ARAG Legal Expenses Insurance Company Limited.

## Personal Legal Expenses

### What is insured

**ARAG** agree to provide the insurance described in this section of the 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 **WE** 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) the most **WE** will pay in costs and expenses is no more than the amount **WE** would have paid to a preferred law firm. The amount **WE** will pay a law firm (where acting as an appointed **REPRESENTATIVE**) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, the **INSURED PERSON** must tell **US** within the time limits allowed that they want to appeal. Before **WE** pay the **COSTS AND EXPENSES** for appeals, **WE** must agree that **REASONABLE PROSPECTS** exist;
- d) for an enforcement of judgment to recover money and interest due to an **INSURED PERSON** after a successful claim under this **POLICY**, **WE** must agree that **REASONABLE PROSPECTS** exist; and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **WE** will pay in **COSTS AND EXPENSES** is the value of the likely award.

### What is not insured

#### WHAT WE WILL NOT PAY

##### 1 Late reported claims

A claim where an **INSURED PERSON** has failed to notify **US** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **REASONABLE PROSPECTS** of a claim or **WE** consider **OUR** position has been prejudiced.

##### 2 Costs WE have not agreed

**COSTS AND EXPENSES** incurred before **OUR** expressed acceptance of a claim.

##### 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 **WE** or the **REPRESENTATIVE** has not agreed to, or where an **INSURED PERSON** does anything that hinders **US** or the **REPRESENTATIVE**.

##### 5 Defamation

Any defamation claim brought by or against an **INSURED PERSON**.

##### 6 A dispute with US or ISLANDS INSURANCE

A dispute with **ARAG** or **ISLANDS INSURANCE** not otherwise dealt with under the Complaints section.

##### 7 Judicial review, coroner's inquest or fatal accident inquiry

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

##### 8 Litigant in person

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

##### 9 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.

If an **INSURED PERSON** is using a preferred law firm, an **INSURED PERSON** will be asked to pay this within 21 days of the **INSURED PERSON**'s claim having been assessed as having **REASONABLE PROSPECTS**. If an **INSURED PERSON** is using the **INSURED PERSON**'s own law firm, this will be within 21 days of their appointment (following confirmation your claim has **REASONABLE PROSPECTS**). If an **INSURED PERSON** does not pay this amount the cover for the **INSURED PERSON**'s claim could be withdrawn.



## What is insured

### Employment disputes

- 1 A dispute relating to an **INSURED PERSON's** 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 PERSON's** legal rights prior to:
  - a) the issue of legal proceedings in a court or tribunal following the dismissal of a **DOMESTIC EMPLOYEE**; or
  - b) 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 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.
  - 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 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.

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);
- 3 a dispute relating to an insurance policy, other than when the **INSURED PERSON's** insurer refuses their claim
- 4 a dispute arising from any loan, mortgage, pension, investment or borrowing. However, **WE** will cover a dispute with a professional adviser in connection with these matters;
- 5 a motorised vehicle;
- 6 Agricultural Land Tribunals.

## What is insured

### 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 **WE** 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, or any equivalent or future amending legislation.  
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 **WE** 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.

## 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.

## What is insured

- 4 **WE** 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.

## Personal injury

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

## 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
- c) a trespass or equivalent action under Jersey, Guernsey, Alderney or Sark law.

Provided that an **INSURED PERSON** must have, or there must be reasonable prospects of the **INSURED PERSON** establishing the legal ownership or right to the land that is the subject of the dispute.

## 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.

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) a motorised vehicle.

## What is insured

## What is not insured

- 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. If an **INSURED PERSON** is using a **PREFERRED LAW FIRM**, they will be asked to pay this within 21 days of the claim having been assessed as having **REASONABLE PROSPECTS**. If an **INSURED PERSON** is using their own law firm, this will be within 21 days of their appointment (following confirmation the claim has reasonable prospects). If an **INSURED PERSON** does not pay this amount the cover for the claim could be withdrawn.

### 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. Provided that an **INSURED PERSON** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

- 1 Any claim relating to business activities of an **INSURED PERSON**.
- 2 Any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.

### Jury service and Court attendance

**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.

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.
- 3 Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

## 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, **WE** 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**, the law firm must agree to the **ARAG STANDARD TERMS OF APPOINTMENT**.
- c) If an **INSURED PERSON** choose a law firm as their **REPRESENTATIVE** who is not a **PREFERRED LAW FIRM**, **WE** will give the **INSURED PERSON**'s choice of law firm the opportunity to act on the same terms as a **PREFERRED LAW FIRM**. However if they refuse to act on this basis, the most **WE** will pay is the amount **WE** would have paid if they had agreed to the **ARAG STANDARD TERMS OF APPOINTMENT**. The amount **WE** will pay a law firm (where acting as the **REPRESENTATIVE**) is currently £100 per hour. This amount may vary from time to time.
- d) 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 **US** if anyone offers to settle a claim. An **INSURED PERSON** must not negotiate or agree to a settlement without **OUR** expressed 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 **US** to take over and pursue or settle any claim in their name. The **INSURED PERSON** must also allow **US** to pursue at **OUR** own expense and for **OUR** own benefit, any claim for compensation against any other person and the **INSURED PERSON** must give **US** all the information and help that **WE** 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 **US** 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 **WE** agree to appoint another **REPRESENTATIVE**.

### 6 Withdrawing cover

If an **INSURED PERSON** settles or withdraws a claim without **OUR** 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

If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, **WE** may suggest an **INSURED PERSON** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **US** and the cost expressly agreed in writing between an **INSURED PERSON** and **US**. Subject to this **WE** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **INSURED PERSON** will recover damages (or obtain any other legal remedy that **WE** have agreed to) or make a successful defence. This does not affect the rights of an **INSURED PERSON** under Special Condition 8.

## 8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **OUR** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk))

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **US**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **WE** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## 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 **WE** ask for, in writing; and
- e) report to **US** full and factual details of any claim as soon as possible and give **US** any information we need.

## 10 Other insurances

If any claim covered under this cover of **YOUR** policy is also covered by another policy, or would have been covered if this section of **YOUR** policy did not exist, **WE** will only pay our share of the claim even if the other insurer refuses the claim.

## 11 Law that applies

This cover of **YOUR** policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **YOU** normally live. Otherwise, the law of England and Wales applies. 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.

## 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 section of the 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 the policy in relation to any third-party rights or interest

## 13 Fraudulent claims

**WE** will, at **OUR** discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or **WE** will not pay the claim if:

- a) a claim **YOU** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

## Helpline services

**ARAG** provides these services 24 hours a day, 7 days a week during the **PERIOD OF COVER**. To help **US** check and improve **OUR** service standards, **WE** may record all calls however, **WE** may need to arrange to call an **INSURED PERSON** back depending on the enquiry.

To contact the services below, phone **US** on **0117 934 0553** and state that **YOU** are an **ISLANDS INSURANCE** policyholder.

## Legal advice service

**WE** provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit an **INSURED PERSON**. 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. Beyond this jurisdiction, or for very specialist legal matters, **WE** will refer an **INSURED PERSON** to one of **OUR** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **WE** will arrange to call an **INSURED PERSON** back.

## Tax advice service

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

Tax advice is provided 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 a medically qualified person 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

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

## Childcare help

**WE** 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

**WE** 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**).

**WE** 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, **WE** will contact them for **YOU** the next working day and call **YOU** back.

## Counselling service

**WE** will provide an **INSURED PERSON** with a confidential counselling service over the phone if an **INSURED PERSON** is aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **US**.

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

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

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

## Household Law Website

Householdlaw contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help with family, employment and consumer issues. Whether **YOU** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, Householdlaw has everything **YOU** need to get started.



How do I get started?

- 1 Visit [www.araghouseholdlaw.co.uk](http://www.araghouseholdlaw.co.uk)
- 2 Enter DAS2ADD67C into the 'voucher code' text box and press Validate Voucher.
- 3 Fill out **YOUR** name, email address and create a password.
- 4 Validate **YOUR** email address by pressing the link in the confirmation email that **YOU** receive.

## Privacy

When **YOU** purchase and use an **ARAG** product **WE** will process personal information about **YOU** and anyone else whose details are provided to **US** to provide **YOU** with a service or a claim.

**WE** process **YOUR** personal information in accordance with **OUR** Privacy Notice. **YOU** can find **OUR** Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively **YOU** can make a request for a printed copy to be sent to **YOU** by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

## How to make a complaint

**WE** always aim to give **YOU** a high quality service. If **YOU** think **WE** have let **YOU** down, **YOU** can contact us by:

- Phoning 0344 893 9013
- Emailing [customer-relations@arag.co.uk](mailto:customer-relations@arag.co.uk)
- Writing to the Customer Relations Department | ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW
- Completing **OUR** online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)

Further details of **OUR** internal complaint-handling procedures are available on request. If **YOU** are not happy with the complaint outcome or if **WE**'ve been unable to respond to **YOUR** complaint within 8 weeks, **YOU** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**YOU** can contact them by:

- Phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Writing to The Financial Ombudsman Service | Exchange Tower | Harbour Exchange Square | London | E14 9SR

Further information is available on their website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect **YOUR** right to take legal action.

## 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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