

# Smallholders Policy



**RURAL**  
INSURANCE

[www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk)



# Smallholders Policy

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# Smallholders Insurance Policy

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## 1. Introduction

- 1.1 Each Section of this Policy the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Definitions, Exclusions and Conditions and the Proposal shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in:
  - 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated;
  - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any cosubscribing Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The Proposal made by the Insured is the basis of and forms part of this Policy.

## 2. The Insurers

In accordance with the authorisation granted under to Rural Insurance Group Ltd by Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited (hereinafter 'Insurers') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound, each for their own part and not for one another, to insure in accordance with the terms and conditions contained herein or endorsed hereon. None of the Insurers is responsible for the subscription of any other co-subscribing Insurer who for any reason does not satisfy all or part of its obligations. Details of the share percentages for which each Insurer is responsible are available on request.

The Policy is underwritten by Rural Insurance Group Limited on behalf of the following Insurers:

**Part 1 & 2**

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.

**Part 3**

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



Karen Smith  
Technical Director - Rural Insurance Group Limited  
Registered Office  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
West Yorkshire  
LS10 1RJ

Registered Number 2207611, England and Wales  
For and on behalf of the Insurers

# Customer Information

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## Your Right to Cancel

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by -

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to Rural Insurance Group Limited.

The Insurers will then cancel Your Policy with effect from the date upon which Rural Insurance Group Limited receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of Rural Insurance Group Limited to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

## Insurers' Rights to Cancel Your Policy

Insurers shall not be bound to accept any Renewal of this Policy.

There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

## Non Payment of Premium and/or Insurance Premium Tax

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

## Cancellation for other reasons

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

## Details about the Regulator

Rural Insurance Group Limited is Authorised and Regulated by the Financial Services Authority (FSA) Its FSA Register number is 308358.

Ageas Insurance Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202039

DAS Legal Expenses insurance Company Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202106

You can check the FSA Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

## Complaints Procedure

### Parts 1 (Commercial) & 2 (Home)

It is always Our intention to provide a first class standard of service.

If however You have a complaint about the service You have received from Us then please contact us 01423 876000 or write to Us at the address shown below.

If You have a complaint about a claim, contact Your claims handler first. You will find the claim's handler's name, phone number or email address on any letters they have sent You.

If You have any cause for complaint about the way Your policy was sold to You, then You should, in the first instance, contact the Intermediary who arranged the Policy for You.

If Your complaint is not be resolved to Your satisfaction, please write to -

The Managing Director  
Rural Insurance Group Limited  
The Lenz  
Hornbeam Park  
Harrogate  
HG2 8RE

quoting the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You cannot settle Your complaint with Rural Insurance Group Limited You may write to the Chief Executive Officer of the Insurers who have underwritten this Policy and whose details are stated in the Policy. If You then cannot settle Your complaint with the Insurers, You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service (FOS) is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after We have given You written confirmation that You have been through the Rural Insurance Group Limited's Complaints Procedure and that Your business has a Turnover of less than EUR 2 million and fewer than 10 employees.

You can contact the Ombudsman at:

Insurance Division,  
Financial Ombudsman Service,  
South Quay Plaza,  
183, Marsh Wall  
London, E1 4SR.  
Phone 0845 080 1800 Fax 0207 64 1001

# Customer Information

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## Complaints Procedure - Part 3 (Legal Expenses)

If you have a complaint about the service or about the way you have been treated in relation to the Section 3 (Legal Expenses) of the policy, please write to the Customer Relations Department of DAS Legal Expenses Insurance Company Limited at the address shown below.

Alternatively you can telephone DAS Legal Expenses Insurance Company Limited on 0117 934 0066 or email [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

A copy of the DAS Legal Expenses Insurance Company Limited internal complaint-handling procedure is available on request.

The Head office and registered office of DAS Legal Expenses Insurance Company Limited:  
DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

If you are not happy with the response you receive you may have the right to ask the Financial Ombudsman Service to review the case.  
The contact information for the Financial Ombudsman Service is detailed above.

## Disclosure

Your insurance is based upon the information provided to Rural Insurance Group Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

## Compensation Arrangements

Rural Insurance Group Limited, Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: [www.fscs.org.uk](http://www.fscs.org.uk) or You may write to the Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyd's Chambers, Portsofen Street, London E1 8BN. Their telephone number is 0207 8927300.

## Data Protection

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is Rural Insurance Group Limited.

All personal information about You will be treated as private and confidential (even where You are no longer a customer) except where the disclosure is made at Your request, or with Your consent or where the law requires Us. As part of the Financial Service Authorities duties, We may be asked to provide them with access to Our customer records in order that they may carry out a review of Our activities.

Some or all of the information You supply us with will be held on computer and may be passed to other insurance companies for underwriting and claim purposes. Under the Data Protection Act 1998 You have the right to see personal information about You that is held in Our records, whether electronically or manually.  
If you have any queries please write to the Managing Director at the address shown in our Complaints Procedure.

## Claims Procedure

### Parts 1 (Commercial) & 2 (Home)

If You wish to make a claim under the above sections of the Policy You should speak in the first instance to Your Broker who arranged the Policy for You. Their details are on the Policy schedule.

Alternatively You can report Your claim directly to Agrical Limited Our appointed Chartered Loss Adjusters by:

Telephone 01937 838050  
Fax 01937 838055  
Email: [york@agricol.com](mailto:york@agricol.com)

### Part 3 (Legal Expenses)

If You wish to make a claim under this section of the Policy please telephone DAS Legal Expenses Insurance Company on:

0844 893 9003 Commercial Legal Protection section  
0844 893 9004 Family Legal Expenses section

Alternatively You can email Your claim to [newclaims@das.co.uk](mailto:newclaims@das.co.uk) or write to:

The claims Department  
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

In any communication with DAS Legal Expenses Insurance Company Limited please quote the following scheme numbers as appropriate:

Commercial Legal Protection  
Scheme number TS5 / 4643291

Family Legal Expenses  
Scheme number TS3 / 4643278

Note: Please do not contact DAS Legal Expenses Insurance Company Limited to report any claim other than one relating to Legal Expenses.

Full information on claims procedures is also available from the Rural Insurance Group website at [www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk)

## Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Policy Definitions

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The **Policy**, **Policy Schedule** and all operative endorsements are to be read as one contract and words and expressions defined below shall have the same meaning wherever they appear. For the purposes of each Section or of Part 3 of the **Policy** any word or expression defined in such Section or Part 3 shall have the same meaning wherever it appears in that Section or of Part 3.

### **Asbestos**

**Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals. **Asbestos Dust** shall mean fibres or particles of **Asbestos**. **Asbestos Material** or **Asbestos Containing Materials** shall mean any material containing **Asbestos** or **Asbestos Dust**.

### **Policy**

Notwithstanding anything contained to the contrary herein the word **Policy** shall be deemed to mean **Policy, Schedule, Contract Wording** and any endorsement attachments issued during the currency of **Your** Insurance.

### **Damage/Damaged**

Physical destruction of or damage to property insured.

### **Excess**

The amount deducted from each claim payment after the application of all other terms of the Policy.

### **Insured/You/Your**

The person(s), Company or firm named as the **Insured** in the **Policy Schedule**.

### **Insurers/We/Us/Our**

The **Insurers** for their respective proportions as stated herein, full details of which are shown on Page 2 of this **Policy** or as amended by Endorsement from time to time.

### **Location**

Any one building or complex of buildings at a particular site.

### **Loss/Losses**

Physical loss of or **Damage** to property insured.

### **Period of Insurance**

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

### **Premises**

The address shown on the **Schedule** with sums insured or as otherwise declared to Rural Insurance Group Ltd.

### **Schedule / Policy Schedule**

The **Schedule** is part of this insurance and contains details of **You**, the **Premises**, the sums insured, the **Period of Insurance** and the Sections of this insurance which apply.

### **Your Broker**

The person(s) who have arranged this **Policy** for **You**.

## Special Conditions and Endorsements

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### 001 Reinstatement

In the event of the property described in the **Policy Schedule** (other than employees' personal effects and cycles and motor vehicles) being destroyed or **Damaged** the basis on which the amount payable under the Section is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following Special Provisions and subject also to the Terms, Conditions, Warranties, Exclusions, Endorsements and Limits of the **Policy** except in so far as the same may be varied hereby. For the purposes of the insurance under this clause "reinstatement" shall mean the carrying out of the aforementioned work namely: -

- a) where property is destroyed the rebuilding of the property if a building or in the case of other properties replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.
- b) where the property is **Damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### Special Provisions To Reinstatement Clause

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to the liability of the **Insurers** not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made.
2. When any property insured under this Clause is **Damaged** or destroyed in part only, the liability of the **Insurers** shall not exceed the sum representing the cost of which the **Insurers** could have been called upon to pay for reinstatement if such property had wholly been destroyed.

3. No payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have actually been made.
4. Each item insured under this Clause is declared to be separately subject to the following Condition of Average namely: -  
  
If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or commencement of any destruction of or **Damage** to such property by any other peril hereby insured against then **You** shall be considered as being **Your** own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole property and shall bear a rateable proportion of the **Loss** accordingly.
5. No payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made if at the time of any destruction of or **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth therein.
6. Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein the rights and liabilities of the **Insurers** and the **Insured** in respect of the destruction or **Damage** shall be subject to the Terms, Conditions, Warranties, Exclusions, Endorsements and Limits of the **Policy** including any Condition of Average therein as if this Clause had not been incorporated therein.

## Special Conditions and Endorsements

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### 002 Alarm Warranty

It is warranted that; -

1. The Burglar Alarm at the premises
  - a) has been installed in accordance with the Alarm Company's System Design Specification lodged with and approved by **Us** and shall not be amended in any way without **Our** prior consent.
  - b) shall be put into full and proper operation at all times when the **Premises** are left unattended.
  - c) shall be maintained under contract by the said Alarm Company throughout this **Period of Insurance**.
2. **You** shall give immediate notice to Rural Insurance Group acting on behalf of the **Insurers** following any advice from the Police that their service is being withdrawn.

- 2) Combustible floors and immobile material in the area in which the equipment is to be used are first covered with sand or by overlapping sheets of incombustible material.
- 3) A suitable fire extinguisher of 2 gallons capacity is kept available for immediate use.
- 4) An examination to detect potential sources of fire or explosion is made in and about the area in which such equipment has been used after the completion of the day's work and in any event the site is not vacated for at least 30 minutes after the use of the equipment.
- 5) Before applying heat to metal built into or projecting through walls floors or ceilings an examination is made to ensure that no part of the metal work is in hazardous proximity to combustible material.
- 6) Stub ends of welding rods are disposed of so that they do not come into contact with combustible material.

### 003 Welding Warranty

It is warranted by **You** that the undernoted precautions will be complied with whenever the following appliances are used:

#### Blow Lamps and Blowtorches

- 1) The area in which they are to be used is first cleared of loose combustible material.
- 2) A suitable fire extinguisher of 7lb or equivalent capacity is kept in close proximity and available for immediate use.
- 3) Blow lamps and blowtorches are lighted as short a time as possible before use and extinguished immediately after use.
- 4) Lighted blow lamps or blowtorches are never left unattended.
- 5) Blow lamps are only filled in the open.

#### Vessels for the heating of Bitumen or Bituminous Compounds

- 1) Such vessels are continuously attended whilst heating is taking place.
- 2) Such vessels are only used in the open whilst heating is taking place.
- 3) If such vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible material of not less than 10 foot square be placed under the vessel before heating takes place.
- 4) A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets of sand are kept available for immediate use.

#### Electric, Oxyacetylene or similar Welding or cutting equipment

- 1) The area in which the equipment is to be used is cleared of loose combustible material which is moved to a distance of not less than 20 feet.

# General Policy Conditions

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**1. Misrepresentation and Non-disclosure**  
This **Policy** shall be voidable in the event of misrepresentation, mis-description, concealment or non-disclosure of any material fact. A material fact is one which may affect whether the **Insurers** agree to accept this risk or apply certain conditions knowing of the existence of such material fact. This obligation continues to apply throughout the currency of the **Policy**.

**2. Reasonable Precautions**  
**You** must

- (a) maintain the property insured in sound repair and take all reasonable precautions to prevent **Loss or Damage**, accidents, injury or disease.
- (b) exercise reasonable care in the selection and supervision of employees.
- (c) as a condition precedent to liability under the Legal Liabilities sections comply with all Statutory and other obligations and regulations imposed by any Authority.

**3. Fraudulent Claims**  
If **You** make any claim which is fraudulent or intentionally exaggerated, or if **You** make any false declaration or statement in support thereof, the **Insurers** shall not provide an indemnity and the **Policy** shall be deemed to be voided in its entirety.

**4. Arbitration** (Not applicable to Legal Liabilities Sections)  
If any difference arises as to the amount to be paid under this **Policy** (**Policy** liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference by this Condition is to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Insurers**.

**5. Cancellation**  
Rural Insurance Group Ltd acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 15 days notice by a Recorded Delivery letter to **You** at **Your** last known address and in such event **You** will be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This is subject to the retention

by the **Insurers** of any minimum premium under this **Policy** or any Section of it and / or if the premium has been based wholly or partly on any estimates the premium will be adjusted in accordance with the appropriate provisions.

**6. Conditions Precedent**  
**You** must pay due observance to the Terms, Provisions, Conditions, Warranties, Exclusions and Endorsements of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers and information supplied or in connection with the Statement of Fact shall be a condition precedent to any liability of the **Insurers**

**7. Notification of Claims (Not applicable to Part 3 – Legal Expenses)**

On the happening of any event giving rise or likely to give rise to a claim under this Policy **You** must immediately provide details to Us of such and supply all such details and evidence, documentary or otherwise, and shall carry out such things as Rural Insurance Group Limited may reasonably require. Please refer to the Claims Procedure in the Customer Information in this Policy for details of how to report the claim.

**8. Livestock Claims** (Not applicable to Part 3 Legal Expenses)

In the event of the death of any livestock that gives rise to a claim under this **Policy**

**You** are required: -

- a) to give immediate notice via **Your Broker** of such death and arrange at **Your** own expense for a Post Mortem report for the **Insurers** without delay.
- b) to dispose of the carcass to the best advantage and the amount realised will belong to the **Insurers**.
- c) at **Your** own expense to provide any information and evidence that the **Insurers** may require accompanied by veterinary Polycs and proofs as to the identity and value of any animal

## General Policy Conditions

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9. **Payment Of Claims** (Not applicable to Part 3 Legal Expenses)  
The **Insurers** may at any time, **Policy** liability having been admitted, pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability.
10. **Option To Reinstate** (Not applicable to Part 3 Legal Expenses)  
If the **Insurers** elect or become bound to reinstate or replace any property the **Insured** shall at their own expense produce and give to the **Insurers** such plans, documents, books and information as the **Insurers** may reasonably require. The **Insurers** shall not be obliged to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.
11. **Right Of Entry** (Not applicable to Part 3 Legal Expenses)  
On the happening of any destruction or **Damage** in respect of which **You** make or may make a claim under the **Policy**, the **Insurers** and every person authorised by the **Insurers** may without thereby incurring any liability and without diminishing the right of the **Insurers** to rely upon any Conditions of this **Policy** enter, take or keep possession of the building or premises where the destruction or **Damage** has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of **You** to the **Insurers** so to do. If the **Insured** or anyone acting on their behalf shall not comply with the requirements of the **Insurers** or shall hinder or obstruct the **Insurers** in doing any of the above-mentioned acts then all the benefits under the **Policy** shall be forfeited. **You** shall not in any case be entitled to abandon any property to the **Insurers** whether taken possession of by the **Insurers** or not.
12. **Warranties**  
Any Warranty to which the property insured or item thereof is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole term of this **Policy**. If **You** do not comply with any such Warranty, whether it increases the risk or not, this shall be a bar to any claim in respect of such property or item.
13. **Pro-Rata Contribution**  
(Not applicable to Legal Liabilities Sections and Part 3 Legal Expenses)  
If at the time of any **Damage** resulting in **Loss** under this **Policy** there be any other insurance effected by **You** or on **Your** behalf covering such **Loss** or any part of it, the liability of the **Insurers** shall be limited to their rateable proportion of such **Loss**.
14. **Material Alteration**  
**You** must give Rural Insurance Group Ltd acting for the **Insurers** immediate notice in writing via **Your Broker** of any alteration which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.
15. **Subrogation Rights**  
If **You** make any claim under this **Policy**, **You** must at the request and the expense of the **Insurers** do and concur in doing and permit to be done all such things as may be reasonably required by the **Insurers** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurers** shall be or would become entitled or subrogated upon its paying for or making good any destruction or **Damage** under this **Policy** whether such acts and things shall become necessary or required before or after the indemnification by the **Insurers**.
16. **EU Disclosure Clause** (Not applicable to Part 3 - Legal Expenses)  
**You** are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law.

# General Policy Conditions

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## 17. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 18. **Subjectivity Condition**

The **Policy**, statement of fact and/or declaration made by **You**, and any endorsements on the **Policy**, the **Policy Schedule** and the Policy of Employers Liability insurance, should be read together and form the contract between **You** and **Us**

**We** will clearly state if the cover provided by the **Policy** is subject to **You**:

- a) providing **Us** with any additional information requested by a required date(s),
- b) completing any actions agreed between **You** and **Us** by a required date(s),
- c) allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

- a) modify **Your** premium,
- b) issue a mid-term amendment to **Your Policy** terms and conditions,
- c) require **You** to make alterations to the risk insured by a required date(s),
- d) exercise **Our** right to cancel **Your Policy**,
- e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

**We** will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You**

disagree with **Our** requirements and/or decisions, **We** will consider your comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- i) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) **We** may, at **Our** option, exercise **Our** right under the **Policy** Cancellation Condition.

Except where stated all other **Policy** Terms and Conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if we discover information material to **Our** acceptance of the risk.

# General Policy Exclusions

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Unless specified in each section of the **Policy** to the contrary, **We** will not cover **You** for **Loss** or **Damage** in respect of all parts of this **Policy** as follows:

## 1. **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion** This **Policy** does not cover

a) **Loss** or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

b) any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to or arising from

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. **War and Civil War Exclusion Clause**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover **Loss** or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

This Exclusion shall not apply in respect of Section 6 of this **Policy**.

## 3. **Territorial Limits Exclusion** (Not applicable to Part 3 Legal Expenses) **Damage** or consequential loss occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## 4. **Northern Ireland Overriding Exclusion** Notwithstanding anything in this **Policy** or in any extensions thereof, it is hereby declared and agreed that as an

Exclusion overriding all other Terms (including the nature and terms of perils insured against) this **Policy** does not cover **Loss** or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence of:

(i) civil commotion.

(ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note: - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

For the purpose of this Exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this Exclusion, any **Loss**, destruction or **Damage** is not covered by this **Policy** the burden of proving that such **Loss**, destruction or **Damage** is covered shall be upon the **Insured**.

This overriding Exclusion applies to this **Policy** and to any extensions thereof, whether such extensions be issued before or after this overriding Exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

## 5. **Terrorism Exclusion** Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes **Loss**, injury, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of

## General Policy Exclusions

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terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes **Loss**, injury, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Insurers** allege that by reason of this Exclusion, any **Loss**, injury, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 6. **Electronic Date Recognition Exclusion**

This **Policy** does not cover any physical **Loss** or **Damage**, or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **Insured** or not, and whether occurring before, during or after the year 2000,

- (i) correctly to recognise any date as its true calendar date.
- (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.

- (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

but this shall not exclude:

- (a) any ensuing physical **Loss** or **Damage** to property insured;
  - (i) resulting from a peril insured under this **Policy** and
  - (ii) which is not otherwise excluded;
- or
- (b) any consequential loss, as covered under this **Policy**, which may arise from such ensuing physical **Loss** or **Damage**.

Provided that nothing in this Exclusion or any other provision or extension of this **Policy** shall be construed to extend the liability of the **Insurers** to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **Insured** or not.

### 7. **Genetically Modified Crops Exclusion** **We** will not indemnify **You** in respect of

- a) Any liability arising from research into, testing of, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed directly or indirectly to the genetic characteristics of such crop or organism.
- b) Any **Loss** or **Damage** arising from presence of such crop or organism on the **Premises**.

## General Policy Exclusions

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### 8. Further Exclusions

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for **Loss, Damage** to, or destruction of any property caused by any of the following:

- a) Wear, tear, electrical, electronic or mechanical breakdown and/or gradual deterioration.
- b) Depreciation.
- c) Delay, confiscation, detention, requisition or destruction by any Government or other Officials or Authorities.
- d) Vermin, insects, fungus, condensation, wet or dry rot or toxic mould unless specifically insured against in any section.
- e) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- f) Faulty or defective design, inherent vice, latent defect.

# Policy Cover - Part 1 - Commercial Insurance

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## Introduction

**We** will provide insurance against **Loss**, destruction, **Damage**, death, injury, disease, illness, or liability (as described in this **Policy** and subject to its Terms, Exclusions, Warranties, Limits and Conditions) occurring or arising during the **Period of Insurance** for which **You** have paid the premium as specified in the **Schedule**.

## Section 1 - Commercial Buildings

### Your Cover

In the event of the Property or Building(s) insured or any part of such Property or Building(s) being destroyed or **Damaged** at the **Premises** during the **Period of Insurance** by an Insured Peril as specified hereunder, **We** will pay **You** the value of the Property or Building up to the Sum Insured whichever is the less, as detailed in the **Policy Schedule** or any part thereof or the amount of the **Damage** at the time of the happening of the **Damage** or may at our option repair, reinstate or replace such Property or Building or any part thereof.

### Definitions that apply to this Section of the Policy

- a) Property - the building(s) covered in Section 1 - Commercial Property of the **Policy Schedule**.
- b) Buildings shall include the following:
  - a) the interior decorations and the landlords fixtures and fittings in or on the Buildings.
  - b) walls, gates and fences around and pertaining to the Buildings and used in connection therewith all owned by **You** or for which **You** are responsible.
  - c) external fire escapes, hoists, gangways, external clocks, staircases, water tanks over or forming roofs of buildings, small ancillary buildings and structures on the same premises and used in connection with the **Business**.
  - d) external trunks, conveyors, shafting, belting, cables, ropes, service pipes and similar equipment all the property of the **Insured** or for which **You** are responsible and used in connection with the **Business** at the **Premises**.

- c) Plan no(s) - Plan no(s) refer to the plan(s) of the **Premises** lodged with Rural Insurance Group Ltd, copies of which are available on request.

**Insured Perils** - unless otherwise stated in the attached Policy Schedule.

- 1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through:
  - i) its own spontaneous fermentation or heating.
  - ii) riot, civil commotion, earthquake, subterranean fire.
- 2 Aircraft and other aerial devices or articles dropped therefrom excluding destruction or **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 3 Explosion.
- 4 Lightning.
- 5 Earthquake.
- 6 Riot, Civil Commotion, Strikers, Locked out workers, Persons taking part in Labour Disturbances or Malicious Persons excluding:
  - a) **Loss** of or **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority.
  - b) **Loss** or **Damage** resulting from cessation of work.
  - c) as regards destruction or **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
    - i) destruction or **Damage** by theft.
    - ii) the first £250 of any amount payable hereunder.

## Section 1 - Commercial Buildings

7	Storm or Tempest or Flood excluding:	<b>Special Conditions</b>
	<ul style="list-style-type: none"> <li>a) destruction or <b>Damage</b> by frost, subsidence or landslip.</li> <li>b) destruction or <b>Damage</b> to fences, gates and moveable property in the open.</li> <li>c) the first £250 of each and every <b>Loss</b> per building subject to a maximum excess of £500 in respect of each separate <b>Location</b> in respect of storm or tempest.</li> <li>d) the first £250 of each and every <b>Loss</b> due to flood.</li> </ul>	1 Without detriment to <b>Your</b> rights under this <b>Policy</b> , in the event of <b>You</b> entering into a contract to sell <b>Your</b> interests in the Property or Buildings, and between exchange of contracts and completion of the sale the Property or Buildings is <b>Damaged</b> by an Insured Peril, the contracting purchaser who completes the purchase will have the benefit of the insurance in respect of such <b>Loss</b> or <b>Damage</b> up to the date of completion, but only to the extent that the contracting purchaser cannot recover his <b>Loss</b> from elsewhere.
8	Bursting or Overflowing of Water Tanks, Apparatus or Pipes excluding:	2
	<ul style="list-style-type: none"> <li>a) destruction or <b>Damage</b> by water leaking or discharged from an automatic sprinkler installation.</li> <li>b) the first £250 of each and every <b>Loss</b>.</li> </ul>	The Sum Insured in respect of Property or Buildings are declared to be subject to Average. If the Property or Buildings insured thereby shall, at the breaking out of any fire or at the commencement of any destruction or <b>Damage</b> to such Property or Buildings by any other peril hereby insured against, be of greater value than such Sum Insured, then <b>You</b> shall be considered as being <b>Your</b> own Insurer for the difference and bear a rateable proportion of the <b>Loss</b> accordingly.
9	Impact with the Property insured by any road vehicle (including fork lift trucks), train or animal, excluding the first £250 of each and every <b>Loss</b> caused by any vehicle or animal belonging to or under the control of the <b>Insured</b> or any member of his family permanently residing with him, or the <b>Insured's</b> staff or employees.	3
	<ul style="list-style-type: none"> <li>a) gates.</li> <li>b) the first £250 of each and every <b>Loss</b> caused by or in consequence of the felling or lopping of trees by the <b>Insured</b> or his staff or employees.</li> </ul>	Unless otherwise agreed by <b>Us</b> the value of the building will be calculated on a modern materials basis including removal of debris costs. In the event of <b>Loss</b> the maximum amount payable under this Section in respect of any one building shall not exceed the cost of a modern building providing those comparable facilities.
10	Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them, excluding:	3
	<ul style="list-style-type: none"> <li>a) gates.</li> <li>b) the first £250 of each and every <b>Loss</b> caused by or in consequence of the felling or lopping of trees by the <b>Insured</b> or his staff or employees.</li> </ul>	All items insured by this Section are subject to the undernoted clauses:
11	Theft or any attempt thereat.	<b>a) Foundations</b>
12	Bursting, Overflowing or Leakage of fuel oil and fertiliser storage tanks excluding the first £250 of each and every <b>Loss</b> .	Where any insurance on buildings is subject to any Condition of Average, such insurance does not include the part below the level of the floor of the lowest storey (whether such floor constitutes the flooring of the basement or otherwise).
13	Defective Oil Vaporisation of any fixed oil burning heating appliance.	

The liability of the **Insurers** during any one **Period of Insurance** shall in no case exceed the Sum Insured as stated in the **Policy Schedule**.

## Section 1 - Commercial Buildings

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Notwithstanding this provision it is understood that whenever all or any of the aforesaid exclusions are included in **Your** valuation for insurance the same are included in the insurance on the relative buildings.

### b) Removal of Debris

The insurance extends to include costs and expenses necessarily incurred by **You** with the consent of **Insurers** in:-

- i) removing debris
- ii) dismantling and/or demolishing
- iii) shoring up or propping up to make safe

of the portion or portions of the Property insured by the said items destroyed or **Damaged** by fire or any other peril hereby insured against.

The liability of the **Insurers** under this Clause in respect of any one event at any one **Location** shall in no case exceed

- i) £25,000 in respect of **Asbestos** materials and debris
- ii) the Sum Insured shown in the **Schedule** for each item in respect of all other **Losses**

### c) Professional Fees

The insurance of fees is in respect of Architects, Surveyors, Consulting Engineers, Legal and other fees necessarily incurred in the reinstatement of the Property insured consequent upon its destruction or **Damage** by any peril hereby insured against but not for preparing any claim. It is understood that the amount payable for such fees shall not exceed those authorised under the scale of various Institutions and/or Bodies regulating such charges provided that the liability for such destruction or **Damage** and fees shall not exceed in the aggregate the Sum Insured by each item.

### d) Public Authorities

**We** will extend this insurance to include such additional cost of reinstatement of the destroyed or **Damaged** Property thereby insured as may be incurred solely by reason of the necessity to comply with Building or

other Regulations or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority. Provided always that the amount recoverable under this extension shall not include:

- 1) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
  - i) in respect of destruction or **Damage** occurring prior to the granting of this extension.
  - ii) in respect of destruction or **Damage** not insured by this Section.
  - iii) under which notice has been served on **You** prior to the happening of the destruction or **Damage**.
  - iv) in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from this insurance) of that portion of the Property destroyed or **Damaged**.
- 2) the additional cost that would have been required to make good the Property **Damaged** or destroyed to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
- 3) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid Bye-Laws or Regulations.

The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within a period of twelve months from the destruction or **Damage** or within such further time as the **Insurers** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the **Insurers** under this extension not being increased.

## Section 1 - Commercial Buildings

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If the liability of the **Insurers** under any item of the specification apart from this extension shall be reduced by the application of any of the Terms, Conditions, Exclusions, Warranties, Endorsements and Limits of the **Policy** then the liability of the **Insurers** under this extension in respect of any such item shall be reduced in like proportion.

The total amount recoverable under any item of the **Policy Schedule** shall not exceed the Sum Insured hereby.

All conditions of the **Policy** except in so far as they may be expressly varied shall apply as if they were incorporated herein.

**e) Change of Use You** must give Rural Insurance Group Ltd immediate notification in writing via **Your Broker** when any Building or any portion of a Building referred to in this Section is to undergo a change of use from the purpose as declared to **Us**

## Section 2 – Commercial Contents

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### Your Cover

In the event of **Loss** or **Damage** to the property insured at the **Premises** or part of such property during the **Period of Insurance** by an Insured Peril as specified hereunder, **We** will pay **You** the value of the property up to the Sums Insured as detailed on the **Policy Schedule** or for any part thereof or the amount of the **Loss** or **Damage** at the time of the happening of the **Loss** or **Damage**.

The liability of the **Insurers** during any one **Period of Insurance** shall in no case exceed in respect of each item the Sum Insured or in the whole the total Sum Insured.

### Definitions that apply to this Section of the Policy

#### Produce

Crops produced on the smallholding for sale or use on the premises.

#### Deadstock

Inputs required for the smallholding excluding items more specifically insured.

#### Machinery

Machinery and Implements - excluding mechanically propelled and items more specifically covered.

#### Contents

General contents excluding items more specifically insured.

#### Livestock

Shall include working dogs.

#### Walls, Gates and Hedges

Excluding those around and pertaining to the Buildings covered under Section 2 - Commercial Buildings

**Insured Perils** - unless otherwise stated in the attached Policy Schedule.

- |   |   |   |
|---|---|---|
| <p>1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through:</p> <p style="margin-left: 20px;">i) its undergoing any process involving the use of heat (other than grain drying).</p> <p style="margin-left: 20px;">ii) riot, civil commotion.</p> <p>2 Aircraft and other aerial devices or articles dropped therefrom.</p> | <p>3 Explosion.</p> <p>4 Lightning.</p> <p>5 Earthquake.</p> <p>6 Riot, Civil Commotion, Strikers, Locked out Workers, Persons involved in Labour disturbances or Malicious Persons excluding:</p> <p style="margin-left: 20px;">a) <b>Loss</b> of or <b>Damage</b>:</p> <p style="margin-left: 40px;">(i) by confiscation or destruction or requisition by order of the Government or any Public Authority.</p> <p style="margin-left: 40px;">(ii) resulting from cessation of work.</p> <p style="margin-left: 40px;">(iii) by theft or any attempt thereat.</p> <p style="margin-left: 20px;">b) The first £250 of any amount payable hereunder in respect of each occurrence occasioned by malicious persons.</p> | <p>7 Subterranean Fire.</p> <p>8 Fire caused by Spontaneous Fermentation, heating or combustion of the specified property.</p> <p>9 Accidental electrocution of livestock.</p> <p>10 Impact by any vehicle (including fork lift trucks), train or animal excluding</p> <p style="margin-left: 20px;">a) <b>Loss</b> of or <b>Damage</b> to growing crops and livestock.</p> <p style="margin-left: 20px;">b) the first £250 of each claim arising out of <b>Loss</b> or <b>Damage</b> caused by any vehicle or animal belonging to or in the custody or control of <b>You</b> or any permanent member of <b>Your</b> household, or <b>Your</b> staff or employees.</p> <p style="margin-left: 20px;">c) the first £250 of each claim in respect of <b>Damage</b> to walls, gates and fences or hedges.</p> <p>11 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.</p> |
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## Section 2 – Commercial Contents

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- 12 Theft, including attempt thereof excluding:
- i) **Loss** or **Damage** occasioned by or in collusion with any member of **Your** family or business staff.
  - ii) unexplained mysterious disappearance/and or shortage of stock
  - iii) the first £250 of each and every **Loss**.

In respect of Machinery including Plant and Implements, where it is insured by this **Policy**, **We** will pay **You** for **Loss** or **Damage** to insured property whilst temporarily removed for cleaning, repair or renovation or other similar purposes at any other premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. The amount recoverable hereunder shall not exceed the amount that would have been recoverable had the **Loss** or **Damage** occurred in that part of the **Premises** from which the property is temporarily removed nor, in respect of any **Loss** or **Damage** occurring elsewhere than at the said **Premises**, 10% of the Sum Insured by the item. This extension shall not apply in respect of property more specifically insured elsewhere.

- 13 For the purposes of this paragraph the word **Damage** is extended to include additional metered water charges incurred by **You** and for which **You** are responsible as a result of the accidental escape of water from water tanks, apparatus or pipes at the **Premises**, provided that **You** maintain a record of readings from the water authority meter at intervals of not more than 7 days.

The amount **We** will pay **You** shall be ascertained by comparing the charge made by the water authority on their account for the period during which the **Loss** of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting **Your** normal consumption of water during the periods concerned.

The **Insurers** shall not be liable for:

- a) **Loss**, destruction or **Damage** in respect of any building which is redundant.
- b) more than £5,000 in any one **Period of Insurance**.

- c) the first £250 of each and every **Loss** at each separate **Premises** as ascertained after the application of the Condition of Average, if applicable.
- d) **Losses** recoverable from any other source including Part 2 – Home Policy of this **Policy**.

### Special Conditions

- 1 **Temporary Removal**  
Notwithstanding the terms of Peril 12 above, this Section of the **Policy** extends to include any property insured hereby whilst temporarily removed for a maximum period of six months anywhere in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including transit. The amount insured by the said item shall stand reduced by the value of the property so removed in the terms of this Condition. The protection afforded by this extension of cover applies only in so far as such property so removed is not otherwise insured.
- 2 **Special Condition of Average**  
(Applicable to all Contents excluding Machinery)  
If at the time of any **Loss** or **Damage** the Sum Insured is less than 75% of the Total Value of such property, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Loss** accordingly.
- 3 **Pro Rata Condition of Average**  
(Applicable to Machinery only)  
If at the time of any **Loss** or **Damage**, the Sum Insured on any item of the property insured is less than the total value of such property, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the **Loss** accordingly.
- 4 **Consequential Loss**  
All consequential loss or **Damage** subsequent upon the happening of an Insured Peril specified above is specifically excluded.
- 5 **Custody and Control**  
The property insured by this Section extends to include property not belonging to **You** whilst in **Your** custody or control, or for which **You** are responsible.

## Section 2 – Commercial Contents

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### Additional Benefits

#### 1. **Removal of Debris**

**We** will pay **You** costs and expenses necessarily incurred by **You** with **Our** prior consent in:

- i) removing debris.
- ii) dismantling and /or demolishing.
- iii) shoring up or propping up to make safe.

of the portion or portions of the property insured by the said items destroyed or **Damaged** by fire or any other peril hereby insured against.

The liability of the **Insurers** under this Clause in respect of any one event and any one **Location** shall in no case exceed:

- a) £25,000 in respect of **Asbestos** materials and debris.
- b) the Sum Insured shown in the **Schedule** for each item in respect of all other **Losses**.

#### 2. **Designation**

For the purpose of determining where necessary the column or heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** book of accounts.

#### 3. **Electrical Apparatus**

This insurance excludes **Damage** to or destruction of any electrical plant or apparatus by short circuiting, excessive pressure, self heating or self ignition, but if fire extends to and **Damages** or destroys any other part of the plant or appliances or other property insured hereby, such **Damage** or destruction is not excluded by this Section.

## Section 3 – Fatal Injury to Livestock (Away from the Premises)

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### Your Cover

Under this Section, **We** will pay **You** for Fatal Injury to livestock belonging to **You** or in **Your** care, custody or control caused solely by violent accidental and visible means whilst, and so far as stated on the **Schedule**:

away from **Your Premises** or whilst being conveyed by a motor vehicle including loading and unloading on or from such vehicle at **Your Premises**.

Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under a Policy by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury.

### Definitions that apply to this Section of the Policy

#### Fatal Injury:

Violent, accidental and visible act that causes death which occurs at an identifiable time and place during the **Period of Insurance**. It is also understood that Fatal Injury includes death by poisoning.

#### Livestock:

Shall include working dogs.

### Limit of Indemnity

The liability of the **Insurers** in respect of such injury to any one animal shall not exceed the market value of that animal at the time of injury and in any event not exceed £1,000 any one animal.

The limit in respect of working dogs shall not exceed the market value or £500 whichever is the lower.

The **Insurers'** overall liability shall not exceed the Sum Insured specified in the **Schedule**.

### Extensions

**We** will also extend this **Policy** to include:

- a) Veterinary Surgeons fees necessarily incurred in the event of an occurrence which in the absence of such treatment would give rise to a claim under this Section (see General Condition 8) up to an amount not exceeding the maximum amount payable for an individual animal under the **Policy**.
- b) Removal of Debris - Sum Insured £150

### Special Condition of Average

In the event of **Loss** by Fatal Injury, if the Sum Insured for livestock is found to be less than 75% of the open market value of the livestock **You** shall be considered to be **Your** own insurer for the difference and bear a rateable share of the **Loss** accordingly.

### Exclusions

- 1 This Section does not cover **Losses** outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands nor sea transits between them.
2. This Section excludes the first £250 of each claim arising out of **Loss** of sheep and other animals, (other than cattle) that graze on unfenced land, moorland, and/or common land.
3. This Section also excludes the first £500 of each claim arising out of **Loss** of cattle that graze on unfenced land, moorland, and/or common land.
4. The first £50 of each claim arising out of any other **Loss**.
5. This Section expressly excludes all **Loss** by disease and illness except where this is a direct consequence of an event which would give rise to a valid claim under this Section and subject to all other Terms, Conditions, Warranties and Exclusions of the **Policy**.

## Section 4 – Livestock Worrying

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### Your Cover

Under this Section, **We** will pay **You** for Fatal Injury caused by dogs, foxes and vermin to livestock belonging to **You** or in **Your** custody and control.

### Definitions that apply to this Section of the Policy

#### Fatal Injury:

Shall mean a violent, accidental and visible act which occurs at an identifiable time and place during the **Period of Insurance** which causes actual physical harm to the livestock.

Provided always that such Fatal Injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under a Policy by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury.

### Limit of Indemnity

The liability of the **Insurers** in respect of such Fatal Injury to any one animal shall not exceed the market value of that animal at the time of injury and in any event not exceed £1000 any one animal unless otherwise advised to and agreed to in writing by **Us**.

The **Insurers'** overall liability shall not exceed the Sum Insured specified in the **Schedule**.

### Extensions

**We** will also extend cover to include

- a) **Your** Veterinary Surgeons fees necessarily incurred in the event of an occurrence which in the absence of such treatment would give rise to a claim under this Section (see General Condition 8).
- b) Removal of Debris – Sum Insured £150.

### Special Condition Of Average

In the event of **Loss** by Fatal Injury, if the Sum Insured for livestock is to be less than 75% of the market value of the livestock **You** shall be considered to be **Your** own insurer for the difference and bear a rateable share of the **Loss** accordingly.

### Exclusions

- 1 This Section does not cover **Losses** outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 2 The first £50 of each claim.
- 3 This Section expressly excludes all **Loss** by disease and illness except where this is a direct consequence of an event which would give rise to a valid claim under this Section and subject to all other Terms, Conditions, Warranties and Exclusions of the **Policy**.
- 4 This Section shall not apply in respect of Fatal Injury caused by dog(s) owned by **You** or owned by any member of **Your** family residing in **Your** household or in **Your** custody.

## Section 5 – Public/Products Liability

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### Your Cover

#### 1 Public Liability

**We** will indemnify **You** against **Your** liability at law for damages (including interest) and claimants' costs and expenses in respect of:

- A) accidental Injury to any person.
- B) accidental loss of or accidental Damage to Property.

happening in connection with the **Business** and occurring

- i) within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man or any of the other countries in the European Union
- ii) elsewhere in the world in respect of non manual work

during the **Period of Insurance**.

#### 2 Products Liability

**We** will indemnify **You** against liability at law for damages and claimants' costs and expenses in respect of:

- A) accidental Injury to any person.
- B) accidental loss of or accidental Damage to Property.

happening in connection with the **Business** during the **Period of Insurance** and occurring anywhere in the world in respect of any Product initially sold or supplied by **You** from Great Britain, Northern Ireland, the Channel Islands, the Isle of Man caused by or through or in connection with any Product.

#### 3 Additional Insurance

The indemnity provided by this Section will also apply:

- (A) in the event of **Your** death, to any personal representative of **Yours** in respect of liability incurred by **You**, and if **You** so request:
- (B) to any director or partner of **Yours** or any Employee in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**.

Provided that such persons shall observe, fulfil and be subject to the Terms, Provisions, Conditions Warranties, Exclusions, Limits and Endorsements of this **Policy** insofar as they apply.

#### Contractual Liability

##### A) Public Liability

In respect of liability assumed by **You** by agreement and which would not have attached in the absence of such an agreement, the indemnity by this Section will only apply if the control of the claim is vested in the **Insurers**.

##### B) Products Liability

The Section shall not apply in respect of liability assumed by **You** by agreement in respect of any Product unless such liability would have attached notwithstanding such agreement.

#### Limits of Indemnity

The total amount for all damages (including interest), claimants' costs and expenses payable under this Section to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent or attributable to one source or original cause shall not exceed £2,000,000.

#### Pollution or Contamination

This Section does not cover liability for

- (a) Injury, loss or Damage directly or indirectly caused by Pollution or Contamination including the cost of removing or nullifying or cleaning up the Pollution or Contamination.
  - (1) occurring in Canada and/or the United States of America.
  - (2) occurring elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** provided that :
    - (i) all Pollution or Contamination

## Section 5 – Public/Products Liability

which arises out of such incident shall be deemed to have occurred at the time such incident takes place and shall be deemed to be one incident irrespective of the number of **Periods of Insurance** over which such Pollution or Contamination occurs.

(ii) the liability of the **Insurers** for all damages payable arising out of all Pollution or Contamination which is deemed to have occurred during any one **Period of Insurance** shall not exceed, in the aggregate, the Limit of Indemnity stated in the **Policy**.

- (b) fines, penalties or punitive or exemplary damages.
- (c) liquidated damages.

### Exclusions

This Section does not cover liability:

- 1 for the first £100 of each and every claim arising from or caused by accidental loss of or accidental Damage to Property.
- 2 for Injury to any Employee where Injury arises out of or in the course of such person's employment with **You**.
- 3 for loss or Damage to Property:
  - (a) belonging to **You**.
  - (b) in the charge or under the control of **You** or any Employee, but this Exclusion shall not apply to
    - (i) any personal property (including motor vehicles) of **Your** directors, partners or visitors or Employees.
    - (ii) premises (including fixtures, fittings and contents) not owned or rented by **You** for the purposes of the **Business**.
- 4 for liquidated damages or penalties.
- 5 for Injury, loss or Damage caused by or through or in connection with the ownership,

possession or use by **You** or on **Your** behalf of:

- (a) any mechanically propelled vehicle or machine or any implement or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of Road Traffic legislation.

This Exclusion shall not apply to the loading or unloading of vehicles unless **Your** Motor Policy includes cover for such risks.

- (b) any Vessel or Craft other than hand propelled watercraft.

- 6 for Injury loss or Damage arising from remedial or professional or other advice or treatment, given or administered or omitted by **You**, any of **Your** directors, partners or Employees, for which a fee is or would normally be charged.
- 7 for loss or Damage to that part of any Property on which **You** or **Your** agent are/is or have/ has been working where the loss or Damage is as a direct result of such work.
- 8 for the cost of repair, alteration, removal or replacement of any Product or for damages in respect of a reduction in the contract value of the Product.
- 9 arising out of any goods or any container thereof sold, supplied, handled, serviced, repaired, renovated or let on hire by **You** which with **Your** knowledge, are used in aircraft, aerospace or petrochemical industries.
- 10 arising out of electronic components sold, supplied, handled, serviced, repaired, renovated or let on hire by **You** which with **Your** knowledge, are for use in computers.
- 11 for Injury, loss or Damage arising in connection with any Product which with **Your** knowledge, is exported to Canada or the United States of America.
- 12 for Injury, loss or Damage caused by the use or storage of explosives.

## Section 5 – Public/Products Liability

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- 13 for Injury, loss or Damage arising from the use of land or buildings owned or rented by **You** and not forming part of the **Premises**.
- 14 for Injury, loss or Damage arising from caravan and camping activities on **Your** land if the number of pitches at any one time exceeds six.
- 15 for Injury, loss or Damage arising from **Your** Bed & Breakfast activities if the number of paying guests exceeds six at any one time.
- 16 any liability arising under the Riding Establishment Acts 1964/1970 or any legislation substituted therefore.
- 17 for injury loss or damage arising from livery other than DIY livery which shall not involve more than three animals at any one time.
- 18 for Injury, loss or Damage arising from the following activities:
- (i) manufacture of foodstuffs
  - (ii) crop spraying
  - (iii) disposal of slurry other than by spreading on fields
  - (iv) agricultural contracting, construction or digging work
  - (v) hiring out of property, plant or machinery
  - (vi) sale of produce not having been produced by **You**
  - (vii) organisation of commercial and paying shoots on **Your** land
  - (viii) commercial fishing
- 19 The Insurers shall not indemnify the Insured in respect of liability caused by or arising from
- a) exposure to
  - b) inhalation of
  - c) fears of the consequence of exposure to or inhalation of
  - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, including any product containing Asbestos.

### Extensions

#### 1 Other Costs and Expenses

**We** will pay

- (a) the solicitor's fee for **Your** representation and/or the representation of any person shown in paragraph 3 of this Section at :
  - (i) any coroners inquest or fatal inquiry.
  - (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty.
- (b) all other costs and expenses incurred with **Our** written consent.

in connection with any claim to which the indemnity expressed in this Section applies.

#### 2 Indemnity to Principal

**We** will indemnify any Principal with whom **You** have entered into a contract for the performance of work in connection with the **Business** in respect of performance of such work by **You** to the extent required by such contract.

Provided that such Principal shall observe, fulfil and be subject to the Terms, Provisions, Conditions, Warranties, Exclusions, Limits and Endorsements of this **Policy** so far as they apply.

#### 3 Health and Safety at Work etc, Act 1974

**We** will indemnify **You** and at **Your** request, any director or partner of **Yours** or any Employee against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred, with **Our** consent, in an appeal against conviction arising from such proceedings.

This Extension does not cover the payment of fines, penalties or punitive or exemplary damages.

## Section 5 – Public/Products Liability

### 4 Previous Premises

This Section is extended to include liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the premises which have been disposed of by **You**.

This Extension does not cover :-

- 1 the cost of rectifying any Damage or defect in the premises disposed of.
- 2 liability for which **You** are entitled to indemnity under any other Policy.

### 5 Animals in your custody/control

Notwithstanding anything contained to the contrary in this section **We** will indemnify **You** against liability at law for loss of or injury to animals in the charge or under the control of **You** or any of **Your** employees for an amount not exceeding: -

- i) £5,000 in respect of any one animal.
- ii) £10,000 in any one **Period of Insurance**.

but excluding the first £100 of each and every claim.

The insurance by this Section excludes any losses arising from unattended animals in **Your** custody or control whilst grazing/using land.

### 6 Damage to Rented Premises

Notwithstanding Exclusion 3(b)(ii), **We** will indemnify **You** in respect of **Your** liability at law arising out of loss or accidental Damage to the **Premises** (including fixtures, fittings and contents) if hired or rented by **You**.

This Extension does not cover :

- 1 liability assumed by **You** by agreement and which would not have attached in the absence of such an agreement.
- 2 the first £100 of such loss or Damage caused otherwise than by Fire or Explosion.

### 7 Consumer Protection Act

**We** will indemnify **You** and at **Your** request, any director or partner of **Yours** or any Employee against legal costs and expenses incurred, with **Our**

consent, in the defence of any proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

This Extension does not cover :

- 1 legal costs and expenses where an indemnity is provided by any other insurance.
- 2 proceedings arising out of any deliberate act or omission by **You**.
- 3 the payment of fines, penalties or punitive or exemplary damages.

### Definitions that apply to this Section of the Policy

#### Business

For the purposes of this Section only the **Business** includes but is not limited to:- private duties undertaken by an Employee for **You** or, with **Your** consent, for any director or partner or any Employee.

#### Damage

Physical destruction of or damage to Property.

#### Employee(s)

- (a) Any person(s) employed by **You** under a contract of service or apprenticeship.
- (b) Labour masters and persons supplied by them.
- (c) Persons employed by labour only sub-contractors.
- (d) Persons offering their services on a labour only basis.
- (e) Persons engaged in Work Experience, Manpower Services or similar schemes.
- (f) Self - employed persons and voluntary helpers.
- (g) Any person(s) supplied to or hired in or borrowed by **You**.

working for **You** in connection with the **Business** and normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Section 5 – Public/Products Liability

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### Injury

Bodily injury (which includes death disease or illness).

### Pollution or Contamination

- (a) All Pollution or Contamination of buildings or other structures or of water or the atmosphere.
- (b) All Injury or loss or Damage directly or indirectly caused by such Pollution or Contamination.

Principal Any person(s), company, firm or public authority with whom **You** have entered into a contract for work or services.

### Product

- (a) Any goods (including containers thereof).
- (b) Buildings and other structures erected by **You** or on **Your** behalf.

sold, supplied, handled, serviced, repaired, renovated or let on hire by **You** and no longer in **Your** possession or control.

### Property

- (a) Material Property.
- (b) Other property where loss or

Damage arises from trespass, nuisance or any interference with right of way, light, air or water.

### Vessel or Craft

Any vessel or craft or object made or intended to float on or in or travel on or through water or air.

## Section 6 – Employers’ Liability (Optional Section)

### Your Cover

- 1 **We** will indemnify **You** against liability at law for damages and claimants’ costs and expenses if any Employee shall, while employed in or temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, sustain Injury caused during the **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business**.
- 2 The indemnity provided by this Section will also apply:
  - (a) in the event of **Your** death, to any personal representative of **Yours** in respect of liability incurred by **You** and if **You** so request.
  - (b) to any director or partner of **Yours** or any Employee in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**.
  - (c) to any officer or member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services in his/her capacity as such.

Provided that such persons shall observe, fulfil and be subject to the Terms, Provisions, Conditions, Warranties, Exclusions, Limits and Endorsements of this **Policy** insofar as they apply.

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its continental shelf, BUT the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law.

### Limits of Indemnity

The total amount for all damages payable under this Section and all costs and expenses (including, where covered, the costs of defending a health and safety legislation prosecution) in respect of all Injuries sustained as a result of any one occurrence or series of occurrences arising from one original

cause during the **Period of Insurance** shall not exceed £10,000,000 (Ten million pounds)- this limit shall apply in the aggregate in the event of Injury to more than one Employee.

### Special Condition

Notwithstanding the General **Policy** Exclusions, the following is to apply for this Section:

#### Act of Terrorism

An Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Notwithstanding anything contained herein to the contrary, the maximum sum payable by the **Insurers** under this Section and any extensions in respect of all claims arising out of an Act of Terrorism as defined above shall be £5,000,000 any one occurrence or series of occurrences arising out of one event (arising from one original cause) during the **Period of Insurance**.

#### Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

Notwithstanding anything contained in this **Policy** to the contrary in respect of Injury to any Employee in respect of this Section only General Exclusion 1 b) (i) and (ii) of the **Policy** apply only when the **Insured** has undertaken either to indemnify or to assume the liability of another party under a contract in respect of such Injury.

### Extensions

#### 1. Other Costs and Expenses

- We** will pay
- (a) the solicitor’s fee for **Your** representation and/or the representation of any person shown in paragraph 2 of this Section at:
    - (i) any coroners inquest or fatal inquiry.
    - (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty.

## Section 6 – Employers’ Liability (Optional Section)

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- (b) all other costs and expenses incurred with **Our** written consent.

in connection with any claim to which the indemnity expressed in this Section applies.

### 2. Indemnity to Principal

**We** will indemnify any Principal with whom **You** have entered into a contract for the performance of work in connection with the **Business** in respect of the performance of such work by **You** to the extent required by such contract.

Provided that such Principal shall observe, fulfil and be subject to the Terms, Provisions, Conditions, Warranties, Exclusions, Exceptions, Limits and Endorsements of this **Policy** so far as they apply.

### 3. Health and Safety at Work, etc Act 1974

**We** will indemnify **You** and at **Your** request, any director or partner of **Yours** or any Employee against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred, with **Our** consent, in an appeal against conviction arising from such proceedings.

This Extension does not cover the payment of fines, penalties or punitive or exemplary damages.

### Definitions that apply to this Section of the Policy

**Business** For the purposes of this Section only, the **Business** includes but is not limited to:

- (a) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees and Your ambulance, first aid, fire, medical and security services.
- (b) private duties undertaken by an Employee for You or, with Your consent, for any director or partner or any Employee.

### Employee(s)

- (a) Any person(s) employed by You under a contract of service or apprenticeship.
- (b) Labour masters and persons supplied by them.
- (c) Persons employed by labour only sub-contractors.
- (d) Persons offering their services on a labour only basis.
- (e) Persons engaged in Work Experience Manpower Services or similar schemes.
- (f) Self - employed persons and voluntary helpers.
- (g) Any person(s) supplied to or hired in or borrowed by You.

working for **You** in connection with the **Business** and normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Injury

Bodily injury (which includes death, disease or illness).

### Principal

Any person(s), company, firm or public authority with whom **You** have entered into a contract for work or services.

### **Exclusions**

We will not indemnify you for any Injury to any Employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **You** are entitled to indemnity from any other source.

## Policy Cover - Part 2 - Home Insurance

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**We** will provide insurance against **Loss**, destruction, **Damage**, or liability (as described in this **Policy** and subject to its Terms, Provisions, Conditions, Warranties, Exclusions, Limits and Endorsements) occurring or arising during the **Period of Insurance** for which **You** have paid **Us** the premium as specified in the **Schedule**.

### Section A- Private House Buildings

#### Definitions that apply to this Section of the Policy

##### Buildings

The word Buildings shall mean the private dwelling together with its domestic outbuildings, all situated as stated in the **Policy Schedule**, and any private garage elsewhere used by **You** or by any other member of **Your** household permanently residing with **You** and for which **You** or they are responsible.

##### Unoccupied

Means without an authorised adult in continuous attendance for normal residential purposes including sleeping. This definition does not include those instances where an authorised adult resumes such attendance within 30 days.

## Section A - Private House Buildings

The Insurance	Exclusions – What We will not pay for:
<p><b>A</b> The Buildings together with pools, hard courts, walls, patios, drives, paths, fences, hedges, external service tanks, sewers, drains, soil pipes and drain inspection covers all on the same <b>Premises</b> including decorations and landlord's fixtures and fittings in or on the Buildings are insured against physical <b>Damage</b> which includes <b>Loss</b> caused by:</p>	
<p>1 i) Fire, Lightning, Explosion, Earthquake, Thunderbolt. ii) Smoke.</p>	<p><b>Loss</b> or <b>Damage</b> caused by tobacco smoke, smog, agricultural or industrial operations or processes or any gradually operating cause. The first £50 of each and every <b>Loss</b>.</p>
<p>2 Riot, Civil Commotion, Strikes, Labour Disturbances.</p>	<p>The first £50 of each and every <b>Loss</b>.</p>
<p>3 Acts of Malicious Persons or Vandals.</p>	<p><b>Loss</b> or <b>Damage</b> caused by tenants or their guests.  The first £50 of each and every <b>Loss</b>.  <b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.</p>
<p>4 Theft including attempted theft.</p>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.  The first £50 of each and every <b>Loss</b>.  While the private dwelling is lent, let or sublet unless the <b>Loss</b> or <b>Damage</b> follows a violent and forcible entry.</p>
<p>5 Storm, Tempest, Flood.</p>	<p><b>Loss</b> or <b>Damage</b> to gates, fences and hedges.  <b>Loss</b> or <b>Damage</b> caused by frost.  The first £50 of each and every <b>Loss</b>.</p>
<p>6 Escape of water or oil from any i) fixed domestic heating or water installation. ii) plumbed in washing machine or dish washer. iii) aquarium or water bed.</p>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.  The first £50 of each and every <b>Loss</b>.</p>

## Section A - Private House Buildings

The Insurance	Exclusions – What We will not pay for:
7 Frost or the freezing of water.	<p>Pools, hard courts, dry stone walls, paths, patios, drives, gates, fences, hedges and garden water tanks.</p> <p>The first £50 of each and every <b>Loss</b>.</p> <p>External paintwork and decorations.</p> <p><b>Loss or Damage</b></p> <p>i) caused by the escape of water as described in paragraph A6.            ii) within the Buildings occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b>.</p>
8 Aircraft and other aerial devices or anything dropped from them.	The first £50 of each and every <b>Loss</b> .
9 Impact by vehicles, animals or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings.	The first £50 of each and every <b>Loss</b> .
10 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.	<p>Gates fences and hedges.</p> <p>The cost of removing fallen article(s) unless it has given rise to a valid claim under this Section and <b>Our</b> consent has been obtained.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
11 Subsidence and/or heave of the site on which the Buildings stand or the land belonging to them or Landslip and/or avalanche.	<p>The first £500 of each and every <b>Loss</b>.</p> <p><b>Loss or Damage</b> to pools, hard courts, walls, patios, drives, paths, gates, fences, hedges, external service tanks, sewers, drains, soil pipes, and drain inspection covers unless the Buildings are <b>Damaged</b> by the same cause at the same time.</p> <p><b>Loss or Damage</b> to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Buildings are <b>Damaged</b> by the same cause and at the same time.</p> <p>Loss or Damage which compensation has been provided for or would have been but for the existence of this Policy under any contract or guarantee or by law.</p> <p>Loss or Damage caused by :</p> <p>i) coastal or river bank erosion;            ii) faulty workmanship, defective design, or the use of defective materials;            iii) demolition of or structural alteration or structural repair or extensions to the Buildings;            iv) the bedding down of new structures or the settlement of newly made up ground.</p>

## Section A - Private House Buildings

<p>12 Any Accident or Misfortune</p>	<p>Wet or dry rot and Toxic Mould</p> <p>The first £50 of each and every Loss</p> <p><b>Loss</b> or <b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>i) tenants and/or members of their household;</li> <li>ii) faulty workmanship, defective design or the use of defective materials;</li> <li>iii) settlement, shrinkage or expansion;</li> <li>iv) <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>;</li> <li>v) <b>Damage</b> for which claims are not payable or specifically excluded under Paragraphs A1–A11 and A13;</li> <li>vi) mechanical or electrical faults or breakdown.</li> </ul>
<p>13 <b>Loss</b> of Metered Water Provided that a claim is admitted under peril 6 hereof, additional metered water charges incurred by <b>You</b>.</p>	<p>Any amount in excess of £750 in the <b>Period of Insurance</b>.</p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

<b>Additional Insurance</b>	<b>Exclusions – We will not pay for</b>
<p><b>B We</b> also insure the amount payable following <b>Loss</b> or <b>Damage</b> (the subject of a valid claim under this Section) of, or to the Buildings in respect of:-</p>	
<p>1 Architects, surveyors, consultants and legal fees necessarily and reasonably incurred to rebuild or repair the Buildings.</p>	<p>Any fee incurred in preparing a claim.</p>
<p>2 The costs incurred with <b>Our</b> consent of removing debris and making the Buildings safe.</p>	
<p>3 The additional cost of rebuilding or repairing the damaged part of the Buildings to comply with statutory regulations or local authority byelaws.</p>	<p>Costs relating to <b>Loss</b> or <b>Damage</b> occurring after notice to comply has been served on <b>You</b>.</p>

## Section A - Private House Buildings

Extensions	Exclusions – We will not pay for
<p><b>C</b> We also pay <b>You</b> in respect of:</p>	
<p>1 <b>Loss</b> of rent payable by <b>You</b> (including a maximum of two years ground rent) and the reasonable additional cost of alternative accommodation incurred by <b>You</b> if the Buildings are made uninhabitable by any cause insured against under paragraphs A1-A12, if insured, but only during the period necessary to restore the Buildings to habitable quality/condition.</p>	<p>Any amount exceeding 20% of the Buildings Sum Insured.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>2 Accidental <b>Damage</b> by external means to:</p> <p>(i) electricity, telephone/ television cables, drain inspection covers and underground water, gas, sewer and drain pipes, all for which <b>You</b> are responsible, extending from the Buildings to the public supply.</p> <p>(ii) underground oil pipes servicing the Buildings.</p>	<p>The first £50 of each and every <b>Loss</b>.</p>
<p>3 Accidental breakage of fixed glass and solar panels forming part of the Building and fitted ceramic hobs and fixed sanitary fittings in the Buildings.</p>	<p>Breakage occurring whilst the private dwelling is Unoccupied.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

## Section A - Private House Buildings

Liability at Law	Exclusions – we will not pay for
<p><b>D We will</b> also indemnify <b>You</b> against <b>Your</b> liability at law arising:</p> <p>(i) from <b>Your</b> ownership of the Buildings and their land.</p> <p>(ii) in connection with any private dwelling which has been disposed of and which was owned/leased and occupied by <b>You</b> or by <b>Your</b> tenant for private residential purposes prior to the disposal, and incurred by reason of Section 3 of the Defective Premises Act or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (or any subsequent amending legislation) provided that no current or more recent effective insurance covers the liability for damages and claimants costs in respect of accidental bodily injury (including death, disease or illness) or accidental loss of or damage to property occurring during the continuance of this Section.</p> <p>When any private dwelling owned/leased and occupied by <b>You</b> and insured by this Section has been disposed of, <b>We</b> shall continue to provide indemnity in respect of liability arising by reason of the above legislation for a period of seven years from the date of disposal, provided that such dwelling was disposed of prior to or at the time of the cancellation or expiry of this Section and provided that no other current or more recently effective insurance covers the liability.</p> <p>In the event of <b>Your</b> death, <b>We</b> shall provide indemnity to <b>Your</b> legal personal representatives in respect of liability incurred by <b>You</b> and covered by this Section provided that they can observe the terms of this <b>Policy</b> as far as they can apply.</p> <p><b>We</b> also provide the same indemnity to any other member of <b>Your</b> household permanently residing with <b>You</b>, who is the owner or joint owner of the Buildings and their land, provided that such persons(s)</p> <p>i) observes the terms of the <b>Policy</b> as far as they can apply.  ii) is not entitled to indemnity under any other Policy or insurance.</p>	<p>a) Injury to <b>You</b> or to any other member of <b>Your</b> household permanently residing with <b>You</b> and injury to any employee sustained in the course of his/her employment by <b>You</b> or them.</p> <p>b) Injury, loss or damage arising from</p> <p style="padding-left: 40px;">i) <b>Your</b> trade, profession or business or that of any other member of <b>Your</b> household other than the accommodation of paying guests.</p> <p style="padding-left: 40px;">ii) the use of lifts (other than a stairlift) or vehicles.</p> <p>c) Loss of or damage to property belonging to <b>You</b> or in the custody or control of <b>You</b> or any other member of <b>Your</b> household permanently residing with <b>You</b> other than domestic employees.</p> <p>d) Liability assumed by agreement unless the liability would have been incurred without the agreement.</p> <p>e) Liability caused by or arising from -</p> <ul style="list-style-type: none"> <li>• exposure to</li> <li>• inhalation of</li> <li>• fears of the consequence of exposure to or inhalation of</li> <li>• the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of</li> </ul> <p>Asbestos, including any product containing Asbestos</p> <p>f) The first £50 of each and every <b>Loss</b>.</p>

## Section A - Private House Buildings

<p><b>Limit of Indemnity</b></p> <p>The maximum amount <b>We</b> shall pay for all damages and claimants' costs resulting from one original cause is £1,000,000.</p> <p><b>We</b> shall also pay <b>Your</b> defence costs and expenses incurred with <b>Our</b> prior written consent.</p>	
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Legal Fees	Exclusions – We will not pay for
<p><b>E</b> If paragraph A12 (Accidental Damage) is operative in respect of the Buildings where <b>You</b> permanently reside, <b>We</b> will pay the legal fees incurred with <b>Our</b> prior consent, in repossessing <b>Your</b> private dwelling following occupation by squatters.</p>	<p>Any amount exceeding £12,500.</p> <p>Legal fees incurred in repossessing any private dwelling which is not <b>Your</b> permanent place of residence.</p> <p>Legal fees incurred in repossessing <b>Your</b> private dwelling from any person or persons who has/have, at any time, lived in <b>Your</b> private dwelling with <b>Your</b> actual or implied consent or agreement.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

### Clauses applicable to this Section

#### 1 Sale of Buildings Extension

Without detriment to **Your** rights under this **Policy**, in the event of **You** entering into a contract to sell **Your** interest in the Buildings and between exchange of contracts and completion of the sale, the Buildings are **Damaged** by any cause insured against, the contracting purchaser who completes the purchase will have the benefit of the insurance in respect of such **Damage** up to the date of completion, but only to the extent that the contracting purchaser cannot recover his **Loss** from elsewhere.

#### 2 The Sum Insured and Claims Settlement

(a) The Sum Insured must include not only the replacement value (that is to say the rebuilding cost) of the Buildings but also all property included with the Buildings at the head of Paragraph A of this Section, plus provision for the expenses and fees insured by Paragraph B.

The total amount payable in respect of any claim(s) under paragraphs A1-A12, B1-B3, and C3 inclusive is limited to the Sum Insured on Buildings but the Sum Insured

will be restored in full from the date of the **Damage** provided that the **Damage** is made good without undue delay.

(b) In the event of **Loss** or **Damage** by an insured cause, **We** shall pay the cost of rebuilding or repair and, provided that this is carried out, no deduction will be made for depreciation.

If the rebuilding or repair work is not carried out, **We** shall pay the resultant reduction in market value, but not exceeding what it would have cost to rebuild or repair, had such work been carried out without delay.

Under this Section, we will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, design or colour, when **Loss** or **Damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

(c) If the Sum Insured at the time of the **Loss** or **Damage** represents less than the amount arrived at in accordance with paragraph 2(a) above, a deduction for wear and tear may be made.

## Section B – Private House Contents

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### Definitions that apply to this Section of the Policy

#### Buildings

The word Buildings shall mean the private dwelling together with its domestic outbuildings, all situated as stated in the **Policy Schedule**, and any private garage elsewhere used by **You** or by any other member of **Your** household permanently residing with **You** and for which **You** or they are responsible.

#### Contents

The word Contents shall mean:

- i) Household goods, furnishings, appliances and /or electrical appliances, clothing and personal effects (including money as defined under Part 2 Home Insurance, Section D), any fittings which do not form part of the structure of the Buildings, including television and radio aerials, aerial fittings and masts and satellite dishes and their fittings, **Your** improvements and decorations if **You** are a tenant; all belonging to or the responsibility of **You** or any member of **Your** family permanently residing with **You**.
- ii) Clothing and any other personal effects (excluding money) belonging to any resident domestic employee and/or any visitor unless otherwise insured.

but does not include:

- i) Landlords fixtures and fittings, any of the structure of the Buildings, ceilings and decorations (other than **Your** improvements and decorations if **You** are a tenant).
- ii) Travel tickets, securities of any kind, Policies, bills of exchange, cheques, travellers cheques, postal and money orders and manuscripts.
- iii) Any living creature.
- iv) Watercraft (other than model or hand propelled watercraft), hovercraft, aircraft (other than model aircraft), caravans, trailers, motor vehicles (other than power assisted wheelchairs and domestic garden implements) and their respective accessories and equipment.
- v) Property more specifically insured either elsewhere or in this **Policy** issued for **Your** benefit.

#### Unoccupied

Means without an authorised adult in continuous attendance for normal residential purposes including sleeping. This definition does not include those instances where an authorised adult resumes such attendance within 30 days.

**Note:** Limits apply to certain types of property - see Contents Clause 1 (Limits and The Sum Insured).

## Section B – Private House Contents

The Insurance	Exclusions – We will not pay for
<p><b>A</b> The Contents, as defined are insured against <b>Loss</b> (which includes <b>Damage</b>) caused by:</p>	
<p>1 (i) Fire, Lightning, Explosion, Earthquake, Thunderbolt.  (ii) Smoke.</p>	<p><b>Loss</b> or <b>Damage</b> caused by tobacco smoke, smog, agricultural or industrial operations or processes or any gradually operating cause.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>2 Riot, Civil Commotion, Strikes, Labour Disturbances.</p>	<p>The first £50 of each and every <b>Loss</b>.</p>
<p>3 Acts of Malicious Persons or Vandals.</p>	<p><b>Loss</b> or <b>Damage</b> caused by tenants or their guests.</p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>4 Theft including attempted theft.</p>	<p>Theft by deception unless the deception is used ONLY to gain entry to the Buildings.</p> <p><b>Loss</b> of or <b>Damage</b> to money unless force or deception is used to gain entry to or exit from the Buildings.</p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is wholly or partly lent, let or sub-let or is not self contained unless force is used to gain entry to or exit from the Buildings.</p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>. The first £50 of each and every <b>Loss</b>.</p>
<p>5 Storm, Tempest, Flood.</p>	<p>The first £50 of each and every <b>Loss</b>.</p>
<p>6 Escape of water or oil from any  (i) fixed domestic heating or water installation.  (ii) plumbed in washer or dish washer.  (iii) aquarium or water bed.</p>	<p>The cost of the water itself.</p> <p>The cost of the oil itself.</p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

## Section B – Private House Contents

7 Aircraft and other aerial devices or anything dropped from them.	The first £50 of each and every <b>Loss</b> .
8 Impact by vehicles, animals, or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings.	<b>Loss</b> or <b>Damage</b> caused by domestic pets.  The first £50 of each and every <b>Loss</b> .
9 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.	The cost of removing the fallen article(s) unless it has given rise to a valid claim under this Section and <b>Our</b> consent has been obtained.  The first £50 of each and every <b>Loss</b> .
10 Subsidence and/or heave of the site on which the Buildings stand or the land belonging to them or landslip and/or avalanche.	The first £50 of each and every <b>Loss</b> .  Any cause excluded under Part 2 Home Insurance Buildings Part A Paragraph A11.
11 Any Accident or Misfortune.	Deterioration of foodstuffs.  Money, stamps, contact lenses, recording tapes and discs and computer software.  <b>Loss</b> or <b>Damage</b> caused by:  (i) tenants and/or members of their household. (ii) any process of cleaning, dyeing repairing or renovation. (iii) domestic pets. (iv) mechanical or electrical faults or breakdown. (v) any gradually operating cause. (vi) wet and dry rot or toxic mould.  <b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b> .  <b>Loss</b> or <b>Damage</b> for which claims are payable or specifically excluded under Paragraphs A1-A10 and A12 herein.  The first £50 of each and every <b>Loss</b> .
12 <b>Loss</b> of Metered Water.  Provided that a claim is admitted under peril 6 hereof, additional metered water charges incurred by <b>You</b> .	Any amount in excess of £750 in the <b>Period of Insurance</b> .  <b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b> . <b>Losses</b> recoverable under Section A of this <b>Policy</b> .  The first £50 of each and every <b>Loss</b> .

## Section B – Private House Contents

Additional Insurance	Exclusions – We will not pay for
<p><b>B</b></p> <p>1 We also pay <b>You</b> the amount payable following <b>Loss</b> or <b>Damage</b> (the subject of a valid claim under this Section) of or to the Contents in respect of the costs necessarily incurred with <b>Our</b> consent, of removing any part of the Contents which has been totally destroyed.</p>	
<p>2 The Sum Insured on Contents is automatically increased by 10% during the month of December and the 30 days before and after <b>Your</b> wedding day or the wedding day of any other member of <b>Your</b> family permanently residing with <b>You</b>.</p>	

Extensions	Exclusions – We will not pay for
<p><b>C</b></p> <p>We will also pay <b>You</b> in respect of :</p> <p>1 (i) Rent payable by <b>You</b>.</p> <p>(ii) The reasonable cost of alternative accommodation (including accommodation for <b>Your</b> domestic pets) incurred by <b>You</b>.</p> <p>(iii) The reasonable extra travelling costs incurred by <b>You</b> If the Buildings are made uninhabitable by any Insured Peril under A1-A11, but only during the period necessary to restore the Buildings to habitable condition.</p>	<p>Any amount exceeding 15% in total of the Sum Insured on Contents.</p> <p>Travelling expenses other than those expenses incurred in travelling to and from the places of <b>Business</b> or the educational establishments where <b>You</b> or other members of <b>Your</b> family permanently residing with <b>You</b> are either employed or being educated.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>2 Accidental breakage of mirrors, glass or ceramic tops to furniture, fixed glass in furniture and aquaria and whilst in the Buildings.</p>	<p><b>Loss</b> or <b>Damage</b> to light fittings and their accessories.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>3 Accidental <b>Loss</b> of or physical <b>Damage</b> to;</p> <p>(i) television, radio, home computer, recording and audio apparatus by any external cause whilst in the Buildings.</p> <p>(ii) television and radio aerials, aerial fittings and masts whilst in or on the Buildings.</p> <p>(iii) permanently installed automatic burglar alarm equipment by any external cause whilst in or on the Buildings.</p>	<p><b>Loss</b> or <b>Damage</b> to computers, video cameras and camcorders used for professional or business purposes.</p> <p><b>Loss</b> or <b>Damage</b> caused by:</p> <p>(i) incorrect battery polarity.</p> <p>(ii) assembling or dismantling of the apparatus.</p> <p><b>Damage</b> excluded under Paragraph A11.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>4 The cost of replacing locks or lock mechanisms (including keys) of external doors to the private dwelling, the keys of which have been stolen from a Building and which form a valid claim under Paragraph A4 or Paragraph E2 of this Section.</p>	<p>Any amount exceeding £300.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>5 The value of oil lost from a domestic heating installation following accidental damage to the domestic heating installation by an external cause.</p>	<p>Any amount exceeding £300.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

## Section B – Private House Contents

Contents in the Open	Exclusions – We will not pay for
<p><b>D</b> Those Contents kept habitually in the open and those Contents temporarily removed from the Buildings but all within the boundaries of the land belonging to the Buildings are insured against <b>Loss</b> or <b>Damage</b> by any cause insured against under Paragraphs A1-A11.</p>	<p>Any amount exceeding £300.</p> <p>Trees, other plants and garden produce.</p> <p>Claims which are specifically excluded under Paragraph A1-A11.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

Temporary Removal of Contents	Exclusions – We will not pay for
<p><b>E</b> Contents temporarily removed from the Buildings and their land but remaining within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against physical <b>Loss</b> or <b>Damage</b>:</p>	<p>Any amount exceeding 20% of the Sum Insured on Contents.</p> <p>Removal for the purposes of sale or exhibition or storage in a furniture depository or professional cleaning.</p> <p>Power assisted wheelchairs.</p>
<p>1 by any cause insured against under Paragraphs A1-A3 and A5-A10.</p>	<p><b>Loss</b> of or <b>Damage</b> to property in transit or property in the open caused by storm, tempest or flood.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
<p>2 caused by theft including attempted theft :</p> <p>(i) from any bank safe or safe deposit or whilst <b>You</b> or any authorised member of <b>Your</b> household are taking the property there or back.</p> <p>(ii) from the Building of any occupied dwelling or any other Building where <b>You</b> or any other member of <b>Your</b> family are living or employed or carrying on business.</p> <p>(iii) from any other building or caravan.</p>	<p>The first £50 of each and every <b>Loss</b>.</p> <p>Money unless force is used to gain entry to or exit from a building.</p> <p><b>Loss</b> or <b>Damage</b> unless force is used to gain entry to or exit from a building or caravan.</p>

Contents whilst in transit	Exclusions – We will not pay for
<p><b>F</b> Contents whilst in transit by land (including loading and unloading and overnight storage in the conveying vehicle) for permanent removal from the Buildings to another home in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against Accidental <b>Loss</b> or <b>Damage</b>.</p>	<p>Removals not carried out by professional removal contractors.</p> <p>Money, stamps, precious stones jewellery and works of art.</p> <p>Fragile goods unless packed by professional packers or removal contractors.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

## Section B – Private House Contents

Tenant's Liability	Exclusions – We will not pay for
<p><b>G</b> If <b>You</b> are a tenant of the Buildings, <b>You</b> are insured against <b>Your</b> legal liability as tenant:</p>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is Unoccupied at the time of <b>Loss</b>.</p>
<p>1 For <b>Loss</b> of or <b>Damage</b> to the Buildings by any cause insured against under Paragraphs A2-A10 of Section A - Buildings.</p>	<p>Any amount exceeding 10% of the Sum Insured on Contents.</p>
<p>2 To pay for the repair of accidental damage to cables and underground service pipes supplying the Buildings.</p>	<p>Any amount exceeding 10% of the Sum Insured on Contents.</p>
<p>3 For accidental breakage of fixed glass and solar panels forming part of the Buildings and of fitted ceramic hobs and fixed sanitary fittings in the Buildings.</p>	<p>Fire Damage.</p> <p>The first £50 of each and every <b>Loss</b>.</p> <p>Any amount exceeding 10% of the Sum Insured on Contents.</p>

Liability at Law	Exclusions – We will not pay for
<p><b>H</b> <b>We</b> also indemnify <b>You</b> against liability at law incurred:</p> <p>(i) solely as occupier (not as owner) of the Buildings and their land.</p> <p>(ii) in a personal capacity but not from the ownership of any land or Buildings (except any caravan insured under this <b>Policy</b>).</p> <p>(iii) as an employer of any domestic employee.</p> <p>for damage and claimants costs in respect of accidental bodily injury (including death, disease or illness as defined elsewhere within this <b>Policy</b>) or accidental loss of or damage to property occurring during the continuance of this Section.</p> <p><b>We</b> also provide the same indemnity:</p> <p>(i) to any other member of <b>Your</b> household permanently residing with <b>You</b>.</p> <p>(ii) to any person who, with <b>Your</b> permission, is using any caravan or watercraft insured by this <b>Policy</b> but only in respect of liability arising from the use of such caravan or watercraft.</p> <p>provided that</p> <p>(i) they observe the terms of the <b>Policy</b> as far as they can apply.</p> <p>(ii) they are not entitled to indemnity under any other <b>Policy</b>.</p>	<p>Injury to <b>You</b> or to any other member of <b>Your</b> household permanently residing with <b>You</b> and injury to any employee sustained in the course of his/her employment by <b>You</b> or them (other than domestic employees).</p> <p>Injury, loss or damage arising out of <b>Your</b> trade, profession or business or that of any other member of <b>Your</b> household other than the household duties of <b>Your</b> domestic employees and the accommodation of paying guests.</p> <p>Injury (except to <b>Your</b> domestic employees) or loss or damage arising out of the ownership, possession or use (other than use as a passenger having no right of control) of:</p> <p>(i) any lift (other than a stairlift), mechanically propelled vehicle (other than power assisted wheel chairs whilst in use in the Buildings or within the boundaries of the land belonging to the Buildings, domestic garden implements and model railways) and any caravan or other trailer attached to it, or any horse drawn vehicle, watercraft (other than model or hand propelled watercraft).</p> <p>(ii) any animal for which a licence is required under the terms of the Dangerous Wild Animals Act 1976 or any order made under this Act.</p>

## Section B – Private House Contents

	<p>Loss or damage to property belonging to or in the custody or control of <b>You</b> or any other member of <b>Your</b> household permanently residing with <b>You</b> other than domestic employees.</p> <p>Liability assumed by agreement unless the liability would have been incurred without the agreement.</p> <p>Liability arising directly or indirectly by, through or in connection with Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.</p> <p>Liability caused by or arising from -</p> <ul style="list-style-type: none"> <li>• exposure to</li> <li>• inhalation of</li> <li>• fears of the consequence of exposure to or inhalation of</li> <li>• the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of</li> </ul> <p>Asbestos, including any product containing Asbestos</p>
<p><b>Limit of Indemnity</b></p>	
<p>The most <b>We</b> shall pay for all damages (including interest) claimants' costs and expenses resulting from one original cause is £1,000,000.</p> <p>However, where the claim is for accidental bodily injury to any of <b>Your</b> domestic employees and such injury arises out of and in the course of their employment by <b>You</b> the most <b>We</b> shall pay for all damages including claimants' costs resulting from one original cause is £5,000,000.</p> <p><b>We</b> will also pay your defence costs and expenses incurred with <b>Our</b> prior written consent.</p>	

## Section B – Private House Contents

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### Contents Clauses

#### 1 Limits and the Sum Insured

In respect of the following property, the total amount **We** shall pay for any one claim shall not exceed the Limit(s) shown.

##### Money

£200 Money and stamps not forming part of a collection.

##### Stamp Collections

Two-thirds of the price quoted in the current issue of the Stanley Gibbons' catalogue for any one stamp or set of stamps that forms part of a collection (subject to the following paragraph High Risk Property).

##### High Risk Property

Being curios, pictures and other works of art, stamp and coin collections, jewellery, articles of gold, silver and other precious metals, furs, clocks, watches, cameras, photographic equipment, musical instruments and television, radio, home computer, recording and audio apparatus.

- (1) 30% of the total sum insured in respect of Contents.
- (2) £2500 in respect of any one article or collection unless stated otherwise in the Policy.

##### Visitors Property

£200 The property of any one visitor.

##### Satellite Dishes

£400 in total Any one satellite dish and its fittings and the cost of their installation.

##### Deeds and Other Documents

£200 in total

The total amount payable in respect of any claim(s) under Paragraphs A1-A11, B1, C2, C3, and F inclusive is limited to the Sum Insured on Contents, but the Sum Insured will be restored in full from the date of the **Loss** or **Damage** provided that **You** comply with any reasonable recommendations **We** may make to prevent further **Loss** or **Damage**.

#### 2 Claims Settlement

In the case of articles lost or totally destroyed by

an Insured Peril **We** shall replace, or at **Our** option, pay the cost of replacement as new, except for property shown in the Indemnity Clause where a deduction for wear and tear may be made.

The Sum Insured must be sufficient to replace all property insured by this Section on the above basis.

In the event of other **Loss** or **Damage** by an Insured Peril **We** shall pay the cost of repair, or at **Our** option, the cost of replacement as new less a deduction for wear and tear.

Under this Section, **We** shall not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **Loss** or **Damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

#### 3 Indemnity Clause

If any of the following are lost or **Damaged** by an Insured Peril **We** shall pay the cost of repair, or at **Our** discretion, the cost of replacement as new less a deduction for wear and tear: clothing, wearing apparel and household linen.

#### 4 Permanent Change of Address

If the Contents are permanently removed from the Buildings to another home in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the insurance by this Section will continue to apply provided that:

- (a) **You** notify Rural Insurance Group Ltd acting on behalf of the **Insurers** within 7 days of the removal of the permanent change of address and **You** pay any additional premium **We** may require.
- (b) the private dwelling at the new address is:
  - (i) built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or asbestos.
  - (ii) self contained and not used for any business purposes.

## Section C – Valuables and Personal Effects “All Risks”

### Definitions that apply to this Section of the Policy

#### Clothing and personal effects and miscellaneous valuables

Shall mean wearing apparel and other personal articles worn or used or carried about the person including jewellery, furs, articles of gold, silver, other precious metals, camera and photographic equipment including camcorders, binoculars, sports equipment, all belonging to **You** or any other member of **Your** family permanently residing with **You**.

The Insurance	Exclusions -We will not pay for
<p><b>Your</b> valuables and Personal Effects, as defined, are insured against accidental <b>Loss</b> or <b>Damage</b> occurring within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and for the purposes of travel only, elsewhere in the world.</p>	<p>Property outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands which during the 12 months immediately prior to its <b>Loss</b> or <b>Damage</b>, has been outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for more than 90 days.</p> <p><b>Loss</b> or <b>Damage</b> caused by any process of professional cleaning, dyeing, repairing or renovation.</p> <p>Livestock, motor vehicles and business goods.</p> <p>Household goods, furnishings, appliances, money, stamps tickets and securities and documents of any kind, Policies, bills of exchange, cheques, travellers cheques, postal and money orders, hovercraft, aircraft and watercraft, caravans, trailers, pedal cycles and their fitted accessories and property more specifically insured.</p> <p>Sports equipment whilst in use.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

### The Sum Insured and Claims Settlement

In the case of articles lost or totally destroyed by an insured cause **We** shall replace or, at **Our** option, pay the cost of replacement as new, except for clothing, wearing apparel and household linen, where a reduction for wear and tear may be made.

In the event of other **Loss** or **Damage** by an insured cause **We** shall pay the cost of repair or, at **Our** option, the cost of replacement as new, less a deduction for wear and tear.

Under this Section **We** shall not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **Loss** or **Damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

The total amount payable under this Section in respect of:

- (i) all **Loss** or **Damage** is limited to the Sum Insured stated in the **Schedule**.
- (ii) any one article shall not exceed £1,000

## Section D – Money

### Definitions that apply to this Section of the Policy

#### Money

The word Money shall mean cash, currency notes, bank notes, stamps (not forming part of a collection) cheques, postal and money orders, telephone cards and travel tickets all held by **You** solely for **Your** own social and domestic purposes.

#### Credit Card

The words Credit Card shall mean credit, cheque, bankers, cash, charge and debit cards issued to **You** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands all used solely for social and domestic purposes.

The Insurance	Exclusions – We will not pay for
<p><b>We</b> will pay <b>You</b> for</p> <p>(a) <b>Loss</b> of or <b>Damage</b> to Money by any accident or misfortune.</p> <p>(b) <b>Loss</b> or <b>Damage</b> resulting from any Credit Card being accidentally lost or stolen and subsequently being used by any unauthorised person before <b>You</b> are able to notify the issuing company, provided that such <b>Loss</b> cannot be recovered elsewhere.</p>	<p><b>Loss</b> or <b>Damage</b> occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands if, during the 12 months immediately prior such <b>Loss</b>, <b>You</b> have been outside this area for more than 90 days.</p> <p><b>Loss</b> or <b>Damage</b> not reported to the Police.</p> <p>Shortage due to error or omission in receipts, payments or accounts.</p> <p><b>Loss</b> or <b>Damage</b> arising from <b>Your</b> failure to comply with all the terms and conditions under which the Credit Card is issued.</p> <p>Unauthorised use of Credit Cards by any member of <b>Your</b> household.</p> <p>The first £50 of each and every <b>Loss</b>.</p>
Extension	Exclusions-We will not pay for
<p><b>We</b> also provide the same insurance to any other member of <b>Your</b> family permanently residing with <b>You</b> provided that they observe the terms of the <b>Policy</b> as far as they can apply.</p>	<p><b>Loss</b> or <b>Damage</b> for which claims are payable under any other <b>Policy</b>.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

### The Sum Insured and Claim Settlement

In respect of Money **We** shall pay the amount of **Loss** or **Damage**. The total amount payable is limited to the Sum Insured stated in the **Schedule**.

In respect of Credit Cards **We** shall pay the amount for which **You** or any other member of **Your** family permanently residing with **You** are/is held responsible. The total amount payable is limited to the Sum Insured stated in the schedule.

## Section E – Freezer Contents

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### Definition that applies to this Section of the Policy

The word Freezer shall mean any domestic refrigerator or deep freeze cabinet insured under Section B of this Policy.

<b>The Insurance</b>	<b>Exclusions – We will not pay for</b>
<b>We</b> will pay <b>You</b> for any <b>Loss</b> or <b>Damage</b> caused by any accident or misfortune for Foodstuffs in <b>Your</b> Freezer.	Gradual deterioration by any cause other than a rise or fall in temperature.  <b>Loss</b> or <b>Damage</b> caused by the deliberate act of any power supply authority.  <b>Loss</b> or <b>Damage</b> due to the failure of <b>Your</b> electricity or gas supply caused by a strike or any other industrial action.  The first £50 of each and every <b>Loss</b> .

### The Sum Insured and Claims Settlement

In the event of **Loss** or **Damage** **We** shall pay for the replacement of the food, and if incurred, the cost of hiring temporary alternative freezer space.

The total amount payable is limited to the Sum Insured in the **Schedule Policy**.

## Section F – Pedal Cycles

The Insurance	Exclusions-We will not pay for
<p><b>We</b> will pay <b>You</b> or any other member of <b>Your</b> family permanently residing with <b>You</b> for <b>Loss</b> or <b>Damage</b> to each of the Pedal Cycles (including fitted accessories) listed in the <b>Schedule</b> caused by any accident or misfortune occurring within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and for the purposes of travel only, elsewhere in the world.</p>	<p>Motor assisted cycles.</p> <p><b>Loss</b> or <b>Damage</b> to any cycle whilst being used for racing, speed testing or for hire.</p> <p><b>Loss</b> or <b>Damage</b> to any cycle designed to carry goods other than for <b>Your</b> own domestic purposes.</p> <p>Theft of or <b>Loss</b> or <b>Damage</b> to tyres or accessories unless the cycle is stolen or <b>Damaged</b> at the same time.</p> <p><b>Loss</b> or <b>Damage</b> arising from business use other than use by <b>You</b> or a member of <b>Your</b> family in person.</p> <p>Loss of use.</p> <p>Any cycle outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands which, during the 12 months immediately prior to its <b>Loss</b> or <b>Damage</b>, has been outside the area for more than 90 days.</p> <p>The first £50 of each and every <b>Loss</b>.</p>

### Claims Settlement

In the case of articles lost or totally destroyed by an insured cause **We** shall replace or, at **Our** discretion, pay the cost of replacement as new.

In the event of other **Loss** or **Damage** by an insured cause **We** shall pay the cost of repair or, at **Our** discretion, the cost of replacement as new less a deduction for wear and tear.

The total amount payable in respect of any one cycle and its accessories is limited to the Sum Insured stated in the **Policy Schedule**.

## Part 3 - Legal Expenses

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### Section A - Commercial Legal Protection

To make sure that **You** get the most from **Your** cover, please take time to read this section which explains the contract between **Us**. **Please take extra care in following the procedures under Employment Compensation Awards cover (Insured incident 1(b)).**

It will help if **You** keep the following points in mind:

#### How DAS can help

Once **You** have sent **Us** the details of **Your** claim and **We** have accepted it, **We** will start to resolve **Your** legal problem.

To make a claim under this section please telephone **Us** on 0844 893 9003 and **We** will take details of **Your** dispute. We will not be able to confirm cover for **Your** claim, but **We** will provide **You** with a reference number and advise **You** what to do next.

If **You** would prefer to report **Your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Alternatively **You** can e-mail **Your** claim to **Us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims are usually handled by a representative appointed by **Us**, but sometimes **We** deal with them ourselves.

Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

**If you need help from Us** **You** can phone **Us** any time on 0844 893 9003 for advice on any commercial legal or tax problem affecting **Your** business.

**When We cannot help** Please do not ask for help from a solicitor or accountant before **We** have agreed. If **You** do, **We** will not pay the costs involved.

#### Problems

**We** will always try to give **You** a quality service. If **You** think **We** have let **You** down, **We** have internal complaint-handling procedures. A copy of these is available on request. Please address all

complaints to **Our** Managing Director at Head Office, who will direct the complaint to the head of the relevant department(s).

#### Our Head and Registered Office is:

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

Registered in England and Wales number 103274  
DAS has its website at [www.das.co.uk](http://www.das.co.uk)

If **You** are still not happy **You** can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

They can also be contacted by telephone on 0845 080 1800.

Their website is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(using these services does not affect **Your** right to take legal action)

## Section A - Commercial Legal Protection

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This section will cover the **Insured person** in respect of any **Insured incident** arising in connection with the **business** if the premium has been paid.

**We** agree to provide the insurance in this section as long as:

- (a) the **date of occurrence** of the **Insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that an **Insured person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

For all **Insured incidents**, **We** will help in appealing or defending an appeal as long as the **Insured person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before **We** pay any **costs and expenses** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.

If a **Representative** is used, **We** will pay the **costs and expenses** incurred for this.

**We** will pay Compensation Awards that **We** have agreed to.

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 £100,000.

### THE MEANING OF WORDS IN THIS SECTION

- 1 **The Insured** As shown in the policy schedule.
- 2 **Insured person** The **Insured** and the directors, partners, managers and employees of the **Insured**.
- 3 **Representative**  
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **Insured person** in accordance with the terms of this section.
- 4 **Full enquiry**  
An extensive examination by HM Revenue & Customs which considers all aspects of the **Insured's** tax affairs,

excluding those enquiries which are limited to one or more specific aspects of the **Insured's** self assessment and/or corporation tax return.

- 5 (a) **Aspect enquiry**  
An examination by HM Revenue & Customs which considers one or more specific aspects of the **Insured's** self assessment and/or corporation tax return.
- (b) **Tax intervention enquiry**  
An examination by HM Revenue & Customs to measure the level of compliance in the **Insured's** financial accounting records to highlight areas where errors have occurred or may occur.
- 6 **Date of occurrence**
  - (1) For civil cases (other than under **Insured incident - 6 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.
  - (2) For criminal cases, the **date of occurrence** is when the **Insured person** commenced or is alleged to have commenced to violate the criminal law in question.
  - (3) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contacts the **Insured** in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **Insured**.

## Section A - Commercial Legal Protection

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### 7 Costs and expenses

#### - Legal costs

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

Also the costs incurred by opponents in civil cases if an **Insured person** has been ordered to pay them, or pays them with **Our** agreement.

#### - Accountant's costs

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

**- Attendance expenses** The **Insured person's** salary or wages for the time that the **Insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **Representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **Insured person's** employer will not pay for.

The amount **We** will pay is based on the following:

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

### 8 Territorial limit

#### **For Insured incidents 2 Legal Defence (excluding 2(4)), and 5(b) Bodily Injury**

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

#### **For all other Insured incidents**

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

Channel Islands.

### **INSURED INCIDENTS WE WILL COVER**

#### **1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS**

##### **(a) Employment Disputes**

**We** will defend the **Insured's** legal rights:

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

##### **What is not covered**

- (1) Any claim in respect of damages for personal injury or loss of or damage to property.
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.

## Section A - Commercial Legal Protection

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### (b) Compensation Awards

**We** will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of the **Insured's** statutory duties under employment legislation in respect of a claim **We** have accepted under **Insured incident 1(a)**.

#### Provided that

- (1) In cases relating to performance and/or conduct, the **Insured** has throughout the employment dispute either:
  - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (c) sought and followed advice from **Our** legal advice service.
- (2) For an order of compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed advice from **Our** legal advice service since the date when the **Insured** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the **Insured** has sought and followed advice from **Our** Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.
- (5) The total of the compensation awards payable by **Us** shall not exceed £1,000,000 in anyone **period of insurance**

#### What is not covered

- (1) Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

### (c) Service Occupancy

**We** will negotiate for the **Insured's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which the **Insured** is responsible.

#### What is not covered

Any claim relating to defending the **Insured's** legal rights other than defending a counterclaim.

## Section A - Commercial Legal Protection

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### 2 LEGAL DEFENCE

At the **Insured's** request

- (1) **We** will defend the **Insured person's** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Police
    - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured person** has or may have committed a criminal offence; or
  - (b) following an event which leads to the **Insured person** being prosecuted in a court of criminal jurisdiction; or
  - (c) if civil action is taken against the **Insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **Insured person** under section 13 of the Data Protection Act 1998.
- (2) **We** will defend the **Insured's** legal rights following civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **Insured person's** (other than the **Insured**) legal rights if:
  - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the **Insured's** employees.
- (4) **We** will represent the **Insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business.
- (5) **We** will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration.

- (6) **We** will pay the **attendance expenses** of an **Insured person** for jury service.

#### Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.
- (2) At the time of the **Insured incident**, the **Insured** has registered with the Information Commissioner in respect of **Insured incident (1)(c)**.

#### What is not covered

Any claim which leads to the **Insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3 CONTRACT DISPUTES

**We** will negotiate for the **Insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings.

#### Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 the **Insured** will be responsible for the first £500 of **Legal costs** in each and every claim.
- (2) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- (3) If the dispute relates to money owed to the **Insured**, a claim under the section is made within 90 days of the money becoming due and payable.

#### What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **Date of occurrence** is within the first 90 days of the indemnity provided by this section.

## Section A - Commercial Legal Protection

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- (2) Any claim relating to the following:
  - the settlement payable under an insurance policy;
  - a loan, mortgage, pension or any other financial product and choses in action;
  - a motor vehicle owned by, or hired or leased to, the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles.
- (3) A dispute arising from or relating to the renewal of the lease or tenancy agreement, a rent review or the supply of service by or through the **Insured**.
- (4) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the **Insured**.
- (5) A dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - purchase or hire of computer hardware, software, systems or services; tailored by a supplier to the **Insured's** own specification.
- (6) A dispute arising from a breach or alleged breach of professional duty by an **Insured person**.
- (7) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### 4 DEBT RECOVERY

**We** will negotiate for the **Insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

#### Provided that

- (1) The debt exceeds £250.
- (2) The **Insured** has exhausted all normal credit control and accounting procedures.
- (3) A claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
- (4) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered

- (1) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
- (2) Any claim relating to the following:
  - the settlement payable under an insurance policy;
  - a lease, licence or tenancy of land or buildings;
  - a loan, mortgage, pension or any other financial product and choses in action;
  - a motor vehicle owned by, or hired or leased to, the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles.
- (3) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (4) The recovery of money and interest due from another party where the other party intimates that a defence exists.

### 5 PROPERTY PROTECTION AND BODILY INJURY

#### (a) Property Protection

**We** will negotiate for the **Insured's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **Insured**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

#### What is not covered

- Any claim relating to the following:
- (1) a contract entered into by the **Insured**;
  - (2) goods in transit or goods lent or hired out;
  - (3) goods at premises other than those occupied by the **Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **Insured**;
  - (4) mining subsidence;
  - (5) defending the **Insured's** legal rights other than in defending a counter-claim;
  - (6) a motor vehicle owned or used by, or hired or leased to an **Insured person** other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles.

## Section A - Commercial Legal Protection

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### (b) Bodily Injury

At the **Insured's** request, **We** will negotiate for an **Insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an **Insured person's** or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an **Insured person** or their family members.

### 6 TAX PROTECTION

#### (a) Full or Aspect Enquiries

**We** will negotiate on behalf of the **Insured** and represent them in any appeal proceedings in respect of a **Full enquiry** and/or **Aspect enquiry**.

#### (b) Tax Intervention Enquiries

**We** will negotiate on behalf of the **Insured** and represent them in any dealings with HM Revenue & Customs in respect of a **Tax intervention enquiry**.

#### (c) Employers' Compliance

**We** will negotiate on behalf of the **Insured** and represent them in any appeal proceedings in respect of a dispute concerning the **Insured's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

#### (d) VAT Disputes

**We** will negotiate on behalf of the **Insured** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

#### Provided that

- (1) For all **Insured incidents**, the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) **We** will not pay more than £2,000 for **Aspect enquiries** or **Tax intervention enquires**.

#### What is not covered

- (1) In respect of **Aspect enquiries** and **Tax intervention enquiries** the first £200 of **Costs and expenses** in each and every claim.
- (2) Any **Insured incident** arising from a tax avoidance scheme.
- (3) Any **Insured incident** caused by the failure of the **Insured** to register for Value Added Tax.
- (4) Any **Insured incident** arising from any investigation or enquiries undertaken by HM Revenue and Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any **Insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

#### WHAT IS NOT COVERED BY THIS SECTION

- 1 Any claim reported to **Us** more than 180 days after the date the **Insured person** should have known about the **Insured incident**.
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **Us**.
- 3 Fines, penalties, compensation or damages which the **Insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured incident 1(b) Compensation Awards** and **2 Legal Defence**.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights where the **Insured** has the legal capacity to alter the legal relations of another.
- 6 Any **Insured incident** deliberately or intentionally caused by an **Insured person**.
- 7 A dispute with **Us** not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the **Insured** unless such shareholding was acquired under a scheme open to all employees of the **Insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **Insured**.
- 9 An application for judicial review.

## Section A - Commercial Legal Protection

- 10 Legal action an **Insured person** takes which **We** or the **Representative** have not agreed to or where the **Insured person** does anything that hinders **us** or the **Representative**.
- 11 When either at the commencement of or during the course of a claim, the **Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 12 Any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

### WHAT IS NOT COVERED BY THIS SECTION

- 1 Any claim reported to **Us** more than 180 days after the date the **Insured person** should have known about the **Insured incident**.
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **Us**.
- 3 Fines, penalties, compensation or damages which the **Insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured incident 1(b) Compensation Awards** and **2 Legal Defence**.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights where the **Insured** has the legal capacity to alter the legal relations of another.
- 6 Any **Insured incident** deliberately or Intentionally caused by an **Insured person**.
- 7 A dispute with **Us** not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the **Insured** unless such shareholding was acquired under a scheme open to all employees of the **Insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **Insured**.
- 9 An application for judicial review.

- 10 Legal action an **Insured person** takes which **We** or the **Representative** have not agreed to or where the **Insured person** does anything that hinders **us** or the **Representative**.
- 11 When either at the commencement of or during the course of a claim, the **Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 12 Any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

### CONDITIONS WHICH APPLY TO THIS SECTION

- 1 An **Insured person** must:
- keep to the terms and conditions of this section
  - notify **Us** immediately of any alteration which may materially affect **Our** assessment of the risk;
  - take reasonable steps to keep any amount **We** have to pay as low as possible;
  - try to prevent anything happening that may cause a claim;
  - send everything **We** ask for, in writing;
  - give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
- 2
- We** can take over and conduct in the name of the **Insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **Insured person**.
  - If **We** agree to start legal proceedings and it becomes mandatory for an **Insured person** to be represented by a lawyer, or if there is a conflict of interest, an **Insured person** can choose an **Representative** by sending **Us** the suitably qualified person's name and address.

## Section A - Commercial Legal Protection

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- We** may choose not to accept the choice of **Representative**, but only in exceptional circumstances. If there is a disagreement over the choice of **Representative**, another suitably qualified person can be appointed to decide the matter.
- (c) Before an **Insured person** chooses a lawyer or an accountant, **We** can appoint an **Representative**.
- (d) An **Representative** will be appointed by **Us** and represent an **Insured person** according to **Our** standard terms of appointment. The **Representative** must co-operate fully with **Us** at all times.
- (e) **We** will have direct contact with the **Representative**.
- (f) An **Insured person** must co-operate fully with **Us** and with the **Representative** and must keep **Us** up-to-date with the progress of the claim.
- (g) An **Insured person** must give the **Representative** any instructions that **We** require.
- 3 (a) An **Insured person** must tell **Us** if anyone offers to settle a claim and must not agree to any settlement without **Our** written consent.
- (b) If an **Insured person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and expenses**.
- (c) **We** may decide to pay the **Insured person** the amount of damages that the **Insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 (a) If **We** ask, an **Insured person** must tell the **Representative** to have **Costs and expenses** taxed, assessed or audited.
- (b) An **Insured person** must take every step to recover **costs and expenses** that **We** have to pay and must pay **Us** any **Costs and expenses** that are recovered.
- 5 If an **Representative** refuses to continue acting for an **Insured person** with good reason, or if an **Insured person** dismisses
- a **Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Representative**.
- 6 If an **Insured person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to a **Representative**, the cover **We** provide will end at once and **We** will be entitled to re-claim any **costs and expenses** paid by **Us**.
- 7 If **We** and an **Insured person** disagree about the choice of **Representative**, or about the handling of a claim, **We** and the **Insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **We** cannot agree with the **Insured person** about the choice of the second suitably qualified person, **We** will ask the Chair of the Solicitors Regulation Authority to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** may at **Our** discretion require the **Insured** to obtain an opinion from counsel at the **Insured's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 10 This section will be governed by English law.
- 11 All Acts of Parliament within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## Section A - Commercial Legal Protection

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### HELPLINE SERVICES

**We** provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **Us** check and improve **Our** service standards, **We** record all calls.

### EUROLAW COMMERCIAL LEGAL ADVICE

**We** will give the **Insured** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### TAX ADVICE

**We** will give the **Insured** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

### BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the **Insured's** business premises which causes damage or potential danger, **We** will contact a suitable repairer or contractor and arrange assistance on behalf of the **Insured**. All costs of assistance provided are the responsibility of the **Insured**.

**To contact the above services, phone us on 0844 893 9003 quoting policy number TS5/4643291.**

### COUNSELLING

**We** will provide all employees (including any members of their immediate family who permanently live with them) of the **Insured** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

**To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.**

**We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.**

### The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit our website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact us at [marketing@das.co.uk](mailto:marketing@das.co.uk) with your e mail address, quoting your policy number and we will contact you by e mail to inform you of future updates to the information.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

## Section B - Family Legal Expenses

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To make sure **You** get the most from **Your** DAS cover, please take time to read this section, which explains the contract between **You** and **Us**. If **You** have any questions or would like more information, please contact your insurance adviser.

### How We can help

Once **You** have sent **Us** the details of **Your** claim and **We** have accepted it, **We** will start to resolve **Your** legal problem.

To make a claim under this section please telephone **Us** on 0844 893 9004 and **We** will take details of **Your** dispute. We will not be able to confirm cover for **Your** claim, but **We** will provide **You** with a reference number and advise **You** what to do next.

If **You** would prefer to report **Your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Alternatively **You** can email **Your** claim to **Us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### When We cannot help

Please do not ask for help from a solicitor or accountant before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** do accept the claim.

### Problems

**We** will always try to give **You** a quality service. If **You** think **We** have let **You** down, **We** have internal complaint-handling procedures. A copy of these is available on request. Please address all complaints to **Our** Managing Director at Head Office, who will direct the complaint to the head of the relevant department(s).

### Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.  
Registered in England and Wales number 103274  
DAS has its website at [www.das.co.uk](http://www.das.co.uk)

If **You** are still not happy **You** can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. They can also be contacted by telephone on 0845 080 1800.

Their website is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) (using these services does not affect **Your** right to take legal action)

### THE MEANING OF WORDS IN THIS SECTION

- 1 **Insured person**  
**You**, and any member of **Your** family who always lives with **You**. Anyone claiming under this section must have **Your** agreement to claim.
- 2 **Representative**  
The lawyer, accountant or other suitably qualified person who has been appointed by **Us** to act for an **Insured person** in accordance with the terms of this section.
- 3 **Full enquiry**  
An extensive examination by HM Revenue & Customs which considers all aspects of the **Insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the **Insured person's** self-assessment tax return.
- 4 **Date of occurrence**
  - (a) For civil cases (except under **Insured incident 5, Tax Protection**), the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **date of occurrence** is the date of the first of these events.
  - (b) For criminal cases, the **date of occurrence** is when the **Insured person** began, or is alleged to have begun, to break the criminal law in question.
  - (c) For **full enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies the **Insured person** in writing of their intention to make enquiries.
- 5 **Costs and expenses**
  - (a) **Legal costs**  
All reasonable and necessary costs chargeable by the **representative** on a standard basis.
  - (b) **Accountant's costs**  
All reasonable and necessary costs chargeable by the **Representative**.

## Section B - Family Legal Expenses

- (c) **Opponents' costs**  
**We** will also pay the costs incurred by opponents in civil cases if an **Insured person** has been ordered to pay them, or pays them with **Our** agreement.

- 6 **Territorial limit**  
 For **Insured incidents 2, Contract Disputes** and **3, Bodily Injury**  
 The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other **Insured incidents**  
 The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### COVER

- 1 This section covers the **Insured person**. **We** agree to provide the insurance in this section, as long as:
- (a) the premium has been paid; and
  - (b) the **Date of occurrence** of the **Insured incident** is during the **Period of Insurance** and within the **Territorial limit**; and
  - (c) any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **Territorial limit**; and
  - (d) for civil claims, it is always more likely than not that an **Insured person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.
  - (e) The claim is reported to **Us** as soon as the **Insured person** becomes aware of it and within 180 days after the **Date of occurrence**.
- 2 For all **Insured incidents**, **We** will help in appealing or defending an appeal as long as the **Insured person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before **We** pay the **Costs and expenses** for appeals, **We** must

agree that it is always more likely than not that the appeal will be successful.

- 3 **We** will only pay the **Legal costs** and **Accountant's costs** charged by a **Representative** appointed by **Us**.
- 4 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.

### INSURED INCIDENTS

- 1 **EMPLOYMENT DISPUTES**  
**We** will negotiate for the **Insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee.

#### WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES

**Costs and expenses** for:

- (1) disciplinary hearings or internal grievance procedures;
- (2) any claim relating solely to personal injury

- 2 **CONTRACT DISPUTES**  
**We** will negotiate for:
- (1) an **Insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **Insured person** has entered into for:
    - (a) the buying or hiring in of any goods or services; or
    - (b) the selling of any goods;
  - (2) **Your** legal rights in a contractual dispute or for misrepresentation arising from an agreement which **You** have entered into for the buying or selling of **Your** principal home.

provided that, in both (1) and (2):

- (i) the **Insured person** has entered into the agreement or alleged agreement during the **Period of Insurance**; and
- (ii) the amount in dispute is more than £100.

## Section B - Family Legal Expenses

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### WHAT IS NOT COVERED UNDER CONTRACT DISPUTES

A claim relating to:

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

### 3 BODILY INJURY

**We** will negotiate for an **Insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured person**.

### WHAT IS NOT COVERED UNDER BODILY INJURY

A claim relating to:

- (1) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- (2) defending an **Insured person's** legal rights, but defending a counter-claim is covered.

### 4 PROPERTY PROTECTION

**We** will:

- (a) negotiate for the **Insured person's** legal rights in a civil action; and/or
- (b) arrange mediation; for a dispute relating to material property (including **Your** principal home) which is owned by the **Insured person** or for which the **Insured person** is responsible, following:
  - (1) an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
  - (2) a legal nuisance (meaning any unlawful interference with the **Insured person's** use or enjoyment of their home, or some

right over, or in connection with it);  
or  
(3) a trespass.

### WHAT IS NOT COVERED UNDER PROPERTY PROTECTION

1 A claim relating to:

- (1) a contract entered into by an **Insured person**;
- (2) any building or land other than **Your** principal home;
- (3) 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 unless the claim is for accidental physical damage;
- (4) work done by any government or public or local authority unless the claim is for accidental physical damage;
- (5) a motor vehicle owned or used by, or hired or leased to an **Insured person**;
- (6) mining subsidence.

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

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

### 5 TAX PROTECTION

**We** will negotiate for an **Insured person**, and represent them in any appeal proceedings, in the event of a **full enquiry** into their personal tax affairs.

### WHAT IS NOT COVERED UNDER TAX PROTECTION

- 1 The tax affairs of a company, or any claim if the **Insured person** is self-employed, a sole trader, or in business partnership.
- 2 An investigation by the Special Compliance Office.

## Section B - Family Legal Expenses

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### 6 JURY SERVICE

**We** will pay the **Insured person's** salary or wages for the time that the **Insured person** is off work while attending jury service for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court or the **Insured person's** employer.

The amount **We** will pay is based on the time the **Insured person** is off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.

If the **Insured person** works full time, the salary or wages for each whole day equals 1/250<sup>th</sup> of the **Insured person's** yearly salary or wages.

If the **Insured person** works part-time, the salary or wages will be a proportion of the **Insured person's** salary or wages.

### 7 LEGAL DEFENCE

1 **We** will defend the **Insured person's** legal rights if an event arising from the **Insured person's** work as an employee leads to:

- (a) the **Insured person** being prosecuted in a court of criminal jurisdiction; or
- (b) civil action being taken against the **Insured person** under:
  - (i) legislation for unlawful discrimination; or
  - (ii) section 13 of the Data Protection Act 1998

2 **We** will defend an **Insured person's** legal rights if an event leads to their prosecution for an offence connected with the use of driving of a motor vehicle.

### WHAT IS NOT COVERED UNDER LEGAL DEFENCE

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

### WHAT IS NOT COVERED BY THIS SECTION

- 1 A claim reported to **Us** more than 180 days after the **Insured person** should have known about the **Insured incident**.
- 2 An incident or matter arising before the start of this section.

- 3 **Costs and expenses** incurred before **Our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which an **Insured person** is ordered to pay by a court or other authority.
- 5 An **Insured incident** intentionally brought about by an **Insured person**.
- 6 A legal action that an **Insured person** takes which **We** or the **Representative** have not agreed to, or where an **Insured person** does anything that hinders **Us** or the **Representative**.
- 7 A claim relating to an **Insured person's** alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage an **Insured person's** reputation.
- 9 A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **We** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- 10 A dispute with **Us** not otherwise dealt with under Condition 7.
- 11 Apart from **Us**, the **Insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
- 12 An application for judicial review.

### CONDITIONS WHICH APPLY TO THIS SECTION

- 1 An **Insured person** must:
  - (a) keep to the terms and conditions of this section;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **We** have to pay as low as possible;
  - (d) send everything **We** ask for, in writing;
  - (e) give **Us** full details in writing of any claim as soon as possible and give **Us** any information **We** need.

## Section B - Family Legal Expenses

- 2 (a) **We** can take over and conduct in the name of an **Insured person**, any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **Insured person**.
- (b) The **Insured person** is free to choose a **Representative** (by sending **Us** a suitably qualified person's name and address) if:
- (i) **We** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured person** in those proceedings; or
- (ii) there is a conflict of interest.
- We** may choose not to accept the **Insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured person** may choose another suitably qualified person.
- (c) In all circumstances except those in 2(b) above, **We** are free to choose a **Representative**.
- (d) Any **Representative** will be appointed by **Us** to represent an **Insured person** according to **Our** standard terms of appointment. The **Representative** must co-operate fully with **Us** at all times.
- (e) **We** will have direct contact with the **Representative**.
- (f) An **Insured person** must co-operate fully with **Us** and the **representative** and must keep **Us** up to date with the progress of the claim.
- (g) An **Insured person** must give the **Representative** any instructions that **We** require.
- 3 (a) An **Insured person** must tell **Us** if anyone offers to settle a claim.
- (b) If an **Insured person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and expenses**.
- (c) **We** may decide to pay the **Insured person** the amount of damages that the **Insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4 (a) An **Insured person** must tell the **Representative** to have **Costs and expenses** taxed, assessed or audited, if **We** ask for this.
- (b) An **Insured person** must take every step to recover **Costs and expenses** that **We** have to pay, and must pay **Us** any **Costs and expenses** that are recovered.
- 5 If the **Representative** refuses to continue acting for an **Insured person** with good reason or if an **Insured person** dismisses the **Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Representative**.
- 6 If an **Insured person** settles a claim or withdraws it without **Our** agreement, or does not give suitable instructions to a **Representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim any **Costs and expenses We** have paid.
- 7 If **We** and an **Insured person** disagree about the choice of **Representative**, or about the handling of a claim, **We** and the **Insured person** can choose another suitably qualified person to decide the matter. **We** and the **Insured person** must both agree to the choice of this person in writing. Failing this, **We** will ask the Chair of the Solicitors Regulation Authority to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 8 **We** may, at **Our** discretion, require the **Insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **Insured person** and **Us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence, **We** will pay the cost of obtaining the opinion.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

## Section B - Family Legal Expenses

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- 10 This section will be governed by English law.  
11 All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### HELPLINE SERVICES

**We** provide these services 24 hours a day, seven days a week during the **Period of Insurance**. All helplines apply to the United Kingdom unless otherwise stated. To help **Us** check and improve **Our** service standards, **We** record all calls except those to the Counselling service.

When phoning, please quote policy number TS1/4643278 and tell **Us** that **You** are a Rural Insurance policyholder.

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

### Eurolaw legal advice service

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

### Tax advice service

**We** will give an **Insured person** confidential advice over the phone on personal tax matters.

### Health and medical information service

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

For the following four assistance services, **You** will be responsible for paying the costs for the help provided.

### Domestic assistance

**We** will arrange help or repairs needed if **You** have a domestic emergency in **Your** home, such as a burst pipe, blocked drain, broken window or building damage.

### Veterinary assistance

If **Your** pet is ill or injured, **We** can help find a vet who can offer treatment.

### Childcare assistance

**We** will arrange help following an emergency (such as illness or injury to an **Insured person**) if a regular childminder cannot attend or **You** have to leave children at home unexpectedly.

### Home assistance

**We** will arrange assistance following an emergency (such as illness or injury to an **Insured person**) when help is needed to run the home. **We** can help find cleaning staff, au pairs and housekeepers.

To contact the above services, phone **Us** on 0117 934 0553 or 0117 976 2030.

### COUNSELLING

**We** will provide an **Insured person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone **Us** on 0117 934 2121.

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

### CLICKDOCS

**You** can now benefit from the new partnership with Clickdocs. The Clickdocs legal team offers a wide range of high quality personal legal documents at very competitive prices. The documents cover many areas including wills, divorce, marriage and property letting.

**We** have negotiated a special discount that applies to all documents listed on the Clickdocs website. To get **Your** discount **You** just need to type the word **Glucose** when you reach the checkout during the purchasing stage.

If **You** would like further information on the service or if **You** would like to access it, please go to [www.das.co.uk/clickdocs.asp](http://www.das.co.uk/clickdocs.asp)

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