



Home Insurance Policy

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Please read this policy carefully to ensure it meets your requirements

Home Insurance Policy Preamble

We (The Cornish Mutual Assurance Company Limited) and **you** (the Policyholder named in the schedule) agree the following:

You will pay the premium.

We will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which **you** have paid the premium.

The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.

This policy will be governed by English law.

The language used in this policy and any information in it will be English.

Signed on our behalf.



Chairman



Managing Director

Summary of policy limits

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Buildings (if selected)

Alternative accommodation and rent	£50,000
Trace and access	£10,000
Property owner's liability.....	£5,000,000
Locks and keys	£1,000

Contents (if selected)

Valuables limit.....	£18,000
Valuables single item limit.....	£5,000
Alternative accommodation and storage	20% of total sum insured on Contents
Theft from outbuildings.....	£5,000
Contents outside	£2,500
Trees, plants, shrubs and lawns.....	£250 per item, £2,500 in total
Money in the home.....	£500
Contents at university, college or boarding school.....	£5,000
Contents temporarily away from your home.....	20% of total sum insured on Contents
Downloaded audio or visual material.....	£1,000
Business equipment	£10,000
Guests' belongings.....	£2,500
Gifts and family celebrations.....	20% of total sum insured on Contents
Tenant's liability.....	20% of total sum insured on Contents
Employer's liability	£5,000,000
Personal liability	£5,000,000
Contents in care homes	£1,000 any one claim, £2,000 in total
Jury service	£50 per day, £1,000 in total
Locks and keys	£1,000

Personal Possessions (optional with Contents)

Single item limit.....	£5,000
Pedal cycles	£750
Money	£500
Theft from unattended motor vehicle	£5,000

Touring Caravans (if selected)

Third party liability.....	£5,000,000
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Boats (if selected)

Third party liability.....	£5,000,000
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Family Legal Expenses (included)

Legal costs and expenses	£50,000
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Summary of policy limits

Home Emergency (included)

Limit per claim£1,000

Including:

Parts and materials£100

LabourMaximum 2 hours

Alternative accommodation£250

Smallholder (if selected)

Public Liability.....£5,000,000

Tools, Machinery, Fixtures & Fittings (if property cover selected).....£10,000

Produce & Supplies (if property cover selected).....£5,000

Livestock (if selected).....£5,000 per animal, £25,000 in all

Contact Information

Should you need to contact us you can write to us or visit us at CMA House, Newham Road, Newham, Truro TR1 2SU or use the following numbers or email addresses.

Making a claim

Sections 1 to 6 01872 277 151 or claims@cornishmutual.co.uk

Section 7 for Legal Expenses 01872 270 159 or visit www.arag.co.uk/newclaims

General enquiries 01872 277 151 or askus@cornishmutual.co.uk

Legal and tax advice line 01872 270 174

Legal services www.araglegal.co.uk

Home Emergency helpline 01872 272 157

Making a claim under your policy

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

The action to be taken by you in the event of any incident which may give rise to a claim is shown in General Conditions 9 Making a Claim (Page 62).

Counselling assistance

If you need confidential help and advice, qualified counsellors are available to provide telephone support on any matter that is causing you upset. Please call 01872 270154.

Boiler Servicing

Optional annual central boiler servicing is available on a pay-per-use basis by calling 01977 781 493.

Useful Information

Please read this important information carefully as it provides some guidance on protecting and maintaining your home.

General maintenance of your home

Buildings in a sound condition will withstand all but the most extremes of weather. You can help maintain your home in a good state of repair by taking a few sensible precautions.

- Arrange to have your gutters, gullies and drains cleared regularly to allow water to be carried away quickly and efficiently. Gutter leaf guards are useful, especially if there are tall trees near your home.
- Low hanging tree branches or bushes could cause damage in high winds so consider having them cut back.
- Secure any loose garden items, such as tables and chairs.
- It is advisable to visually check the condition of the roof of your home including any garages. Look for cracked and broken tiles, damaged chimney pots or problems with pointing and get these repaired.
- Flat roofs have a limited lifespan and should be checked regularly for signs of damage.
- Visually check that your TV aerial and/or satellite dish are still secured.
- Oil storage tanks should be checked regularly for defects as any leakage of oil can pose safety and environmental risks. In particular, single skinned tanks are known to deteriorate through climatic conditions.

Fire prevention

There are a number of safety measures that you can undertake to protect your home and family from the risk of fire. In the event of a fire, contact the fire service quickly and preferably from a neighbour's house.

- Placing a reliable smoke alarm outside bedrooms and near the kitchen will alert you in the early stages of fire. Your detector should be tested regularly.
- It is advisable to have extinguishers in the home.
- Avoid cooking whilst under the influence of alcohol.
- Never smoke in bed. Do not leave cigarettes unattended when lit and ensure they are properly stubbed out afterwards. Allow an ash tray to cool down and add water to ensure the contents are properly cooled before emptying.
- Never leave candles unattended when lit. Burn candles in a place where they are not likely to be knocked over.
- Never leave the stove or cooker unattended whilst cooking and ensure that it is switched off after you've finished using it.
- Be careful when cooking with hot oil as it can easily catch fire. Make sure you turn off the heat if the oil starts to smoke.
- Keep combustibles away from all heat sources; i.e. clothing, furniture, curtains, tablecloths and all flammable liquids. When cooking over a naked flame, be sure that loose clothing is not worn.
- Don't overload extension cords or plug sockets. Frayed or exposed wires, along with loose plugs, are a fire hazard. Ensure electrical wiring faults are assessed and repaired by a qualified electrician.

Useful Information

- Keep tumble dryers clear of lint and don't leave them running overnight or when you're out.
- Make regular safety checks around the house and plan exit strategies. Discuss the risks of fire with all family members, making sure that children are aware of at least two routes of vacating the property and of the dangers of hiding under the bed or in a wardrobe.

Security and crime prevention

To help reduce the risk of theft there are a few preventative measures you can undertake within your home.

- We strongly recommend that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with mortice locks on the top and bottom of both doors. Ensure all windows are fitted with key-operated window locks.
- The siren box of security alarms will act as a visual deterrent to some extent. Security lights are also a good idea as they switch on at pre-set times or when they detect movement.
- Sturdy high fences and thorny hedges make a good deterrent.
- Store garden tools and ladders securely in your shed or garage, as these can be used to break into your home.
- Never hide a spare key outside and make sure that keys are not within easy reach of the letter box.
- Don't leave valuables in sight. Fitting blinds or net curtains will make it harder to see into your property.
- Whilst away from your property, lights with timers can be beneficial as your lighting will come on at regular intervals, making it look like someone is at home.
- If you have a trusted friend or relative checking your property whilst you're away, ask them to collect the post and move it away from the front door or out of the porch.
- Many thieves break into the same home a second time as it's likely stolen items will be replaced. Call in a locksmith to ensure that your home is fully secured and the point of entry is reinforced.

Heating and plumbing

Each year many homeowners suffer water damage. Here are some general tips to help protect your home and prepare for extreme weather conditions such as frost and snow.

- Ensure that the boiler and heating system are regularly serviced at least once a year by a registered professional.
- If your home is left unattended leave the heating on low, around 15 degrees Celsius, to prevent pipes freezing in very cold weather.
- Insulating your loft will reduce heat loss from your home. The Energy Saving Trust recommends the minimum thickness of loft insulation should be 270mm.
- Ensure furniture isn't too close to your radiators and heaters to allow heat to circulate. Leaving loft covers or cupboard doors ajar will allow warm air to circulate the voids.
- Know where the water shut off valve (stop tap) is in the event of an emergency as it will help you to quickly isolate the supply. Labelling it will also help others to locate it.
- Water pipes, cold water tanks and taps in unheated or vulnerable places should be lagged to help prevent pipes freezing.

Useful Information

- We recommend that pipes are visually checked regularly. Plastic plumbing joints will degrade sooner than metal ones. Arrange to re-washer any dripping taps; if they freeze, they'll block your pipes.
- If you're going away for a while, ask a trusted friend or relative to check your home regularly to make sure that your pipes haven't burst or frozen and make sure they know where the stop tap is.
- Keep your drains clear - avoid putting any food waste or fat down the sink as this can cause a blockage.
- Regularly clear out basins, baths, and shower drains to prevent blockages.

Your Responsibilities

Please ensure you answer all questions honestly and to the best of your knowledge when you first obtain, make amendments to and renew your policy. Failure to answer all questions honestly and to the best of your knowledge may result in the wrong terms being quoted, cancellation of your policy and your claim being rejected or not fully paid. In some circumstances your policy may become invalid.

It is essential to keep your home in a good condition and take reasonable steps to avoid theft, loss or damage. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover 'wear and tear' or gradual deterioration such as defective rendering, repointing chimneys or brickwork, general roof maintenance or damp and rot arising from any cause. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls. These should all be checked on a regular basis.

It is also your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with any claim you make.

Changes to your circumstances

Almost certainly your needs will change, if they do, please let us know. An updated schedule will be sent to you each time an alteration is made to the cover.

If you have selected buildings insurance, you should make sure your sum insured remains adequate to rebuild your home if you extend or make improvements to it, such as installing double-glazing, adding a fitted kitchen or conservatory.

If you have selected contents and personal possessions insurance, your cover is for replacement as new. Remember to make sure your sum insured remains adequate to replace your contents if you buy new items. Jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. You should make certain that these types of items are insured for the correct amount at all times.

A new schedule will be sent to you whenever you make a change to your insurance and each year before the annual renewal date so you can check that the cover still meets your needs.

Please refer to General Condition 2 of this policy – "Changes we need to know about"

General definitions

Each time any of the following words or phrases appear in **bold type** (or in capital letters in the Schedule) they will take the meaning shown below unless more specifically defined in a policy section.

Boat(s)

means the craft (including surfboards kite boards paddleboards and sailboards) and its equipment including trolleys life jackets outboard motors and trailers.

Buildings

means the home including garages and outbuildings used only for domestic purposes and home office use and the following provided they are within the boundaries of the land belonging to the home:

- (i) permanent fixtures and fittings excluding polytunnels and other moveable or portable structures.
- (ii) hot tubs statues and fountains permanently fixed into the ground.
- (iii) wind turbines and solar panels fixed to the buildings or fixed into the ground.
- (iv) swimming pools.
- (v) tennis courts cesspits and septic tanks.
- (vi) paths drives terraces patios walls fences hedges and gates.

Business equipment

means personal computers keyboards monitors printers modems facsimile machines telecommunications equipment photocopiers and other office equipment or furniture not exceeding £10,000 in total value.

Contents

means household goods furniture furnishings (including carpets) clothing **personal belongings** and **valuables** all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (i) **personal money**.
- (ii) **motor vehicles** caravans (touring or static) trailers aircraft hovercraft **boats** and any parts, spares and accessories which are designed to be used with any of these.
- (iii) any living creatures trees shrubs plants or grass (except as provided for under 'What is covered' paragraph 28 of Section 2 – Contents).
- (iv) securities and documents of any kind (except as provided for under "What is covered" paragraph 23 of Section 2 – Contents).
- (v) landlord's fixtures and fittings.
- (vi) property insured separately.
- (vii) property owned or used for business or professional purposes other than **business equipment** used solely for clerical or administrative use.
- (viii) any part of the **buildings** including ceilings wallpaper tiles or other permanent fixtures and fittings.

Credit Card

means any credit card charge card debit card cheque guarantee card or cash dispenser card

General definitions

issued in the **geographical limits** belonging to **you**.

Domestic Employee

means a person directly employed by **you** solely to carry out domestic duties in **your** home and/or its garden

Excess

means the amount **you** must pay towards any claim.

Note: if one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

Geographical limits

means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man.

Heave

means upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landslip

means downward movement of sloping ground.

Motor vehicle(s)

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) electrically assisted pedal cycles with electrical assistance up to a maximum speed of 15.5 mph.
- (iv) a golf cart trolley or buggy controlled by someone on foot.
- (v) a toy or model controlled by someone on foot.

Personal belongings

means personal items worn used or carried about the person including pedal cycles and sports equipment. The term **personal belongings** does not include the following:

- (i) clothing **personal money** or **valuables**.
- (ii) property owned or used for business or professional purposes.
- (iii) **boats**.
- (iv) parts, spares and accessories which are designed to be used with a **motor vehicle** caravan (touring or static) trailer aircraft hovercraft or **boat**.

Personal money

means current notes and coins cheques travellers' cheques postal or money orders postage stamps (not forming part of a stamp collection) National Savings stamps or certificates premium bonds trading stamps stamps for television licence gas electricity or other bills luncheon vouchers gift tokens telephone cards travel tickets and other season tickets.

The term **personal money** does not include money used for business purposes.

Precious metals

means articles made of platinum gold or silver including plated items.

General definitions

Settlement

means downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Subsidence

means downward movement of the ground beneath the **buildings** other than by **settlement**.

Terrorism

means any 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Touring caravan

means a caravan trailer tent or luggage trailer (including its equipment awnings fixtures furniture furnishings utensils and household linen all in or on the touring caravan trailer tent or luggage trailer).

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

means not lived in by **you** or any person authorised by **you**. By “lived in” **we** mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the home.

Valuables

means jewellery **precious metals** clocks watches furs pictures works of art stamp coin or medal collections. The term **valuables** does not include property owned or used for business or professional purposes.

Water table

means the top level of underground water where the soil is in a permanent state of saturation.

We, our, us

means Cornish Mutual Assurance Company Limited.

You, your

means the people named as Policyholder in the schedule their family and any other persons who normally live with them excluding paying guests.

Index-linking

If **you** have chosen **your** own **buildings** and **contents** sum insured each month **we** will adjust the sum insured on the **buildings** and **contents** option in line with the following:

(a) Buildings insurance including Smallholder Buildings where cover selected

The House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

(b) Contents insurance

The Consumer Durable Section of the Retail Price Index (prepared by the Government) or an alternative index.

Index-linking

We will not charge **you** for increases made to the sums insured after index linking. However at the end of each period of insurance the renewal premium will be based on the adjusted sums insured. Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

Important

Specified Items - Contents and/or Portable Possessions Insurance

Specified items of **valuables** and specified individual items including pedal cycles are not index linked, meaning the value does not automatically increase at renewal. It is important to check the value of any specified items listed in **your** Home Insurance Schedule to make sure **you** have enough cover. For items falling under the policy definition of **valuables**, **you** should regularly obtain an up-to-date valuation from a professional valuer.

Section 1 - Buildings (Your schedule will show if this section applies)

What is covered	What is not covered
<p>Damage to the Buildings caused by the following:</p> <ol style="list-style-type: none"> 1. Fire lightning explosion earthquake or smoke 2. Storm or flood 	<p>The amount of any Excess shown in Your schedule.</p> <ol style="list-style-type: none"> (i) Damage by frost. (ii) Damage to fences hedges or gates (unless the main building garage or outbuilding is damaged at the same time). (iii) Damage caused by water escaping from any fixed water or heating system washing machine dishwasher refrigerator freezer water bed or fish tank in your home. (iv) Damage attributable solely to change in the water table level.
<ol style="list-style-type: none"> 3. Subsidence or heave of the site on which the buildings stand or landslip 	<ol style="list-style-type: none"> (i) Damage to swimming pools tennis courts cesspits septic tanks paths drives terraces patios walls fences hedges or gates (unless the main building, garage or outbuildings of Your home are damaged at the same time by the same cause). (ii) Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time). (iii) Damage caused by settlement. (iv) Damage caused by the compaction of infill within 10 years of construction of the buildings. (v) Damage due to coastal or river erosion. (vi) Damage resulting from demolishing altering or repairing the Buildings. (vii) Damage caused by faulty workmanship, materials, specification or design.

Section 1 - Buildings

What is covered	What is not covered
<p>4. Riot civil commotion (not resembling a popular uprising) labour or political disturbances</p> <p>5. Vandalism or malicious acts</p> <p>6. Any aircraft flying object (or items dropped from them) vehicle train or animal colliding with the buildings</p> <p>7. Water or oil</p> <p>(a) Escaping from any fixed water or heating system washing machine dishwasher refrigerator freezer water bed or fish tank in your home.</p> <p>(b) We will also pay up to £1,000 any one claim for decontaminating the grounds of your home following escape of oil as described in (a).</p> <p>8. Water freezing in any fixed water or heating system in your home.</p> <p>9. Theft or attempted theft</p> <p>10. Any satellite dish television or radio aerial wind turbine solar panel or security equipment breaking or collapsing</p>	<p>(i) Damage caused by you your guests tenants, tenants' guests or any person lawfully on the premises at the risk address specified in the schedule.</p> <p>(ii) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>(i) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>(ii) Damage caused by subsidence heave or landslip that results from an escape of water or oil.</p> <p>Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>(i) Damage caused by you your guests tenants, tenants' guests or any person lawfully on the premises at the risk address specified in the schedule.</p> <p>(ii) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>Damage to the satellite dish aerial wind turbine solar panel or security equipment itself.</p>

Section 1 - Buildings

What is covered	What is not covered
<p>11. Falling trees branches telegraph poles lamp posts or pylons</p> <p>12. Accidental damage This cover only applies if your schedule states that your cover includes accidental damage. Accidental damage is physical damage caused suddenly and unexpectedly by an outside force</p> <p>This Section also covers the following</p> <p>13. Temporary accommodation and loss of rent If your home cannot be lived in following damage insured under paragraphs 1 to 12 and 14 of this section, we will pay for the following:</p> <ul style="list-style-type: none"> (i) the reasonable costs of your necessary temporary accommodation. (ii) rent including ground rent which you still have to pay. (iii) loss of any rent you would have been paid. <p>We will pay these costs until your home is fit to live in. The most we will pay for any one claim is £50,000.</p>	<p>Damages to fences hedges or gates and/or the cost of removing any tree branch telegraph pole lamp post or pylon (unless the main building garage or outbuilding is damaged at the same time by the same cause).</p> <ul style="list-style-type: none"> (i) Damage caused by wear and tear atmospheric or climatic conditions rot fungus insects vermin or any gradual cause. (ii) Damage caused by faulty workmanship materials specifications or design. (iii) Damage caused by building alterations renovations extensions or repairs. (iv) Damage caused by mechanical or electrical breakdown. (v) Damage caused by any paying guests tenants or tenants' guests in your home. (vi) Damage to wind turbines. (vii) Damage which is specifically mentioned elsewhere under this section. (viii) Damage caused by chewing scratching tearing or fouling by domestic pets. (ix) Damage not covered under paragraphs 1 to 12 and 14 of this section.

Section 1 - Buildings

What is covered	What is not covered
<p>14. Damage to services Accidental damage to service pipes cables sewers and drains serving your home for which you are responsible. This includes the cost of clearing blockages.</p> <p>15. Trace and access The costs and expenses necessarily and reasonably incurred by you with our consent in locating the source of a leakage of oil or water at your home and subsequent repair and making good. The most we will pay for any one claim is £10,000.</p> <p>16. Breakage of glass or sanitary fixtures Accidental breakage of fixed glass washbasins pedestals baths sinks splashbacks shower trays shower screens bidets toilet pans toilet seats toilet cisterns and ceramic hobs or tops fixed to and forming part of your home.</p> <p>17. Property owner's liability We will insure you for up to £5,000,000 against your legal liability as owner of the buildings for any one accident or series of accidents occurring during the period of insurance and arising out of or attributable to one event inclusive of all costs and expenses which we have agreed to in writing in advance. We will provide this cover for liability arising from accidental bodily injury including death disease or illness or accidental damage to property arising from:</p> <ul style="list-style-type: none"> (i) you owning the home and its land or (ii) any home you used to own which has been sold but for which you have liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability). 	<ul style="list-style-type: none"> (i) Ceramic hobs or tops not forming part of a fixed unit. (ii) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days. a) Liability arising from the following: <ul style="list-style-type: none"> (i) Loss of or damage to property belonging to held in trust or controlled by you. (ii) Any profession business or employment involving you or any member of your family. (iii) Injury (including death, disease or illness) to you or any person employed by you. (iv) You owning or using motor vehicles. (v) Any agreement you have made unless you would have been liable even without the agreement. (vi) Any deliberate wilful or malicious act. b) Any fines penalties or punitive exemplary aggravated multiplied or liquidated damages.

Section 1 - Buildings

What is covered	What is not covered
<p>18. Damage by emergency services Damage at any part of your home including its grounds caused by the emergency services in circumstances where such damage would not otherwise form part of a valid claim under this section.</p> <p>This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.</p> <p>19. Selling your home If your home is not insured elsewhere the person buying your home will have the benefit of the insurance under this section for the period from exchange of contracts until the sale is completed.</p> <p>20. Locks & keys If you lose the keys to your home or they are stolen or there is accidental damage to the locks of the outside doors or windows we will pay for reasonable and necessary costs of:</p> <p>(a) gaining access to your home. (b) repairing or replacing the locks. The most we will pay for any one claim is £1,000.</p> <p>21. National and Local Government Regulations and Requirements Extension The insurance provided for Buildings extends to include the additional cost of reinstating the damaged parts of the Buildings incurred solely by reason of the necessity to comply with the stipulations of Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as “the Stipulations”)</p> <p>Special Conditions applicable to this extension</p> <p>1) The work of reinstatement must be</p>	<p>Damage caused by police raids.</p> <p>(a) the cost incurred in complying with the Stipulations:</p> <p>(i) in respect of damage occurring prior to the granting of this extension (ii) in respect of damage excluded or otherwise not insured by this policy (iii) under which notice has been served upon you prior to the happening of the damage (iv) for which there is an existing requirement which has to be implemented within a given period (v) in respect of any undamaged property</p>

Section 1 - Buildings

What is covered	What is not covered
<p>commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the damage or within such further time as we may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to our liability under this extension not being increased.</p> <p>2) If our liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then our liability under this extension (in respect of any such item) shall be reduced in like proportion.</p> <p>3) The total amount payable under any item of the policy shall not exceed its sum insured.</p> <p>4) All the terms and conditions of the policy continue to apply except where they have been varied by this extension.</p>	<p>(b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen</p> <p>(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations</p>

Section 1 - Buildings

Settling claims

We will pay the cost of either repairing or reinstating as new the damaged part of the buildings as long as:

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met **we** will reduce the amount **we** will pay to take into account wear tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) architects' surveyors' engineers' and other professionals' reasonable and necessary fees.
- (b) the cost of demolishing the **buildings** supporting the **buildings** removing debris and making the site safe.
- (c) the cost of keeping to local authority or other legal conditions made after the damage.

We will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under paragraphs 1 to 12 14 16 18 and 19 of this section is the cost of rebuilding or repairing the **buildings** or the sum insured on **buildings** whichever is less. The sum insured will not be reduced after **we** pay a claim.

Section 2 – Contents (Your schedule will show if this section applies)

What is covered	What is not covered
<p>Loss of or damage to the contents in the buildings caused by the following:</p> <ol style="list-style-type: none"> 1. Fire lightning explosion earthquake or smoke 2. Storm or flood 3. Subsidence or heave of the site on which the buildings stand or landslide 4. Riot civil commotion (not resembling a popular uprising) labour or political disturbances 5. Vandalism or malicious acts 6. Any aircraft flying object (or items dropped from them) vehicle train or animal (other than domestic pets) colliding with the buildings 7. Water or oil escaping from any fixed water or heating system washing machine dishwasher refrigerator freezer water bed or fish tank in your home. 	<ol style="list-style-type: none"> (i) The amount of any excess shown in your schedule. (ii) Loss of or damage to property in the open except where specifically mentioned under this section. (i) Damage caused by water escaping from any fixed water or heating system washing machine dishwasher refrigerator freezer water bed or fish tank in your home. (ii) Damage attributable solely to change in the water table level. (iii) Damage caused by subsidence heave or landslide. (i) Loss or damage caused by you your guests tenants, tenants' guests or any person lawfully on the premises at the risk address specified in the schedule. (ii) Loss or damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days. (i) Loss or damage after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days. (ii) Damage caused by subsidence heave or landslide that results from an escape of water or oil.

Section 2 – Contents

What is covered	What is not covered
<p>8. Theft or attempted theft The most we will pay for any one incident of loss or damage to the contents within garages greenhouses garden sheds or outbuildings is £5,000 in total.</p> <p>9. Any satellite dish television or radio aerial wind turbine solar panel or security equipment breaking or collapsing</p> <p>10. Falling trees branches telegraph poles lamp posts or pylons</p> <p>11. Accidental loss or damage This cover only applies if your schedule states that your cover includes accidental loss or damage. Accidental damage is physical damage caused suddenly and unexpectedly by an outside force</p> <p>This Section also covers the following</p> <p>12. Temporary accommodation (i) If your home cannot be lived in following damage insured under paragraphs 1 to 11 and 14 of this</p>	<p>(i) Loss by deception (unless only entry to your home is gained by deception).</p> <p>(ii) Loss or damage caused by you your guests tenants tenants' guests or any person lawfully on the premises at the risk address specified in the schedule.</p> <p>(iii) Loss or damage caused after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>(iv) Loss or damage when your home is lent let or sublet unless force was used to get into or out of your home.</p> <p>(i) Loss or damage caused by wear and tear atmospheric or climatic conditions rot fungus insects vermin or any gradual cause</p> <p>(ii) Loss or damage caused by cleaning dyeing repair or restoration.</p> <p>(iii) Loss or damage caused by mechanical or electrical breakdown.</p> <p>(iv) Deterioration of food.</p> <p>(v) Loss or damage caused by any paying guests tenants or tenants' guests in your home.</p> <p>(vi) Loss or damage which is specifically mentioned elsewhere under this section.</p> <p>(vii) Loss or damage caused by chewing scratching tearing or fouling by domestic pets.</p> <p>(viii) Any loss or damage not covered under paragraphs 1-10 of this section.</p>

Section 2 – Contents

What is covered	What is not covered
<p>section we will pay the reasonable cost for your temporary accommodation (including the cost of temporarily storing your furniture and the cost of putting your dogs or cats in kennels) until your home is fit to live in.</p> <p>(ii) If a local authority prevents you from living in your home as a result of an emergency evacuation</p> <p>(iii) If your home cannot be lived in due to a neighbouring property being damaged by any loss or damage insured by this section</p> <p>we will pay the reasonable cost of your necessary alternative accommodation for up to 30 days.</p> <p>For any one claim under this section we will pay up to 20% of the total sum insured on contents.</p> <p>13. Breakage of glass and mirrors Accidental breakage of mirrors glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.</p> <p>14. Loss of oil gas and water Loss of oil gas or metered water from the water or heating system in your home after accidental damage to that system.</p> <p>15. Electrical equipment</p> <p>(i) Accidental loss of or damage to satellite dishes security equipment televisions radios and their aerials fittings or masts audio and video equipment personal computers and business equipment.</p> <p>(ii) Up to £1,000 for replacement on a retail basis of records films tapes cassettes discs cartridges software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.</p>	<p>Loss or damage after your home has been continuously unoccupied or unfurnished for more than 60 consecutive days.</p> <p>(i) Accidental damage to office furniture.</p> <p>(ii) Loss or damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, vermin or any gradual cause.</p> <p>(iii) Loss or damage caused by cleaning, dyeing, repair or restoration.</p> <p>(iv) Loss or damage caused by mechanical or electrical breakdown.</p> <p>(v) Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.</p>

Section 2 – Contents

What is covered	What is not covered
<p>16. Freezer contents We will pay the cost of replacing the contents of your freezer or fridge in your home following loss or damage caused by:</p> <ul style="list-style-type: none"> (i) a rise in temperature or (ii) contamination from refrigerant or refrigerant fumes. <p>We will also pay the cost of hiring a temporary freezer or fridge if this is necessary.</p> <p>17. Contents in the garden We will pay for loss or damage (as insured under paragraphs 1 to 11) to garden furniture ornaments and contents while in your garden.</p> <p>The most we will pay for any one claim is £2,500.</p> <p>18. Contents temporarily removed Loss or damage (as insured under paragraphs 1 to 11) to contents whilst:</p> <ul style="list-style-type: none"> (i) temporarily removed from your home within the geographical limits to a bank safe deposit occupied private home or a building where you are living employed or carrying on business and whilst in transit to or from such locations. (ii) in transit to or from trade premises for repair <p>The most we will pay for contents whilst in student accommodation is £5,000 for all claims in any one period of insurance.</p> <p>The most we will pay for any other claim under this extension is 20% of the total sum insured on contents.</p> <p>19. Household removal Accidental loss of or damage to contents when they are being transported from your home for permanent removal to another home in the geographical limits.</p>	<p>Loss or damage caused by your failure to pay for the electricity or gas supply.</p> <p>Personal belongings (other than pedal cycles) or valuables.</p> <ul style="list-style-type: none"> (i) Loss or damage by theft unless force was used to get into or out of a building. (ii) Contents removed to a furniture warehouse or in commercial storage. (iii) Loss or damage caused by storm or flood to property in the open. (iv) Loss or damage from an unattended vehicle unless all windows hoods covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot. <ul style="list-style-type: none"> (i) Contents stored in a furniture storage unit for more than seven days unless agreed by us. (ii) Loss or damage to valuables or cash.

Section 2 – Contents

What is covered	What is not covered
<p>Cover includes necessary overnight stops and temporary storage for up to seven days in a furniture storage unit.</p> <p>20. Fatal injury benefit Your death if this happens within three months as a direct result of</p> <ul style="list-style-type: none"> (i) fire or accident in the home (ii) an accident while travelling as a fare-paying passenger in any road or rail vehicle within the geographical limits or (iii) an assault anywhere within the geographical limits. <p>The most we will pay is £5,000 per person and £10,000 in total for any one fire accident or assault.</p> <p>21. Locks and keys If you lose the keys to your home or to any safe or alarm in your home or the keys are stolen we will pay for reasonable and necessary costs of</p> <ul style="list-style-type: none"> (a) gaining access to your home (b) repairing or replacing the keys or locks. <p>The most we will pay for any one claim is £1,000.</p> <p>22. Jury service We will pay for any financial loss resulting from you being called for jury service. The most we will pay for any one claim is £50 a day or £1,000 in total.</p> <p>23. Title deeds We will pay the necessary cost of preparing new title deeds to your home if the originals are lost or damaged by loss or damage insured under paragraphs 1 to 11 of this section while the deeds are in your home a bank or a safe deposit.</p> <p>24. Gifts and family celebrations We will automatically increase the contents sum insured by 20% for 30 days before and 30 days after a family</p>	<p>(iii) Loss or damage to fragile items unless packed by professional removal contractors.</p> <p>Death caused by any person insured by this policy.</p> <p>Wages and salary which is recoverable under the Legal Expenses section of this policy.</p>

Section 2 – Contents

What is covered	What is not covered
<p>celebration (such as a wedding or civil partnership) or a religious festival (such as Christmas) to cover gifts and additional provisions.</p> <p>25. Tenant's liability</p> <p>We will insure you against your legal liability as tenant (not owner) of your home for damage to the buildings and landlords' contents for which you are responsible caused by events insured under paragraphs 1 to 12 and 14 to 16 of the buildings section.</p> <p>The most we will pay for any one claim is 20% of the sum insured for contents.</p> <p>26. Occupier's and personal liability</p> <p>Subject to the limits of indemnity stated below we will indemnify you in respect of any one accident or series of accidents occurring during the period of insurance and arising out of or attributable to one event including all costs and expenses which we have agreed to in writing against your legal liability for</p> <ul style="list-style-type: none"> (a) accidental death bodily injury or disease of any person or (b) accidental damage to property happening in the geographical limits arising (i) solely from your occupation (not as an owner) of the buildings and its land or any other building or caravan or boat hired or borrowed and used by you as temporary accommodation (ii) solely in a personal capacity (not as occupier or owner of any building or land) (iii) as an employer of any domestic employee. <p>Limits of indemnity applying to paragraph 26</p>	<p>Liability arising from the following:</p> <ul style="list-style-type: none"> (i) You owning or occupying any land or building other than you occupying the premises at the risk address specified in this schedule (ii) Loss of or damage to property belonging to or held in trust by or controlled by you unless you have hired or borrowed the property for temporary accommodation within the geographical limits (iii) Any profession, business or employment involving you or any member of your family (iv) Injury (including death disease or illness) to you (v) You owning or using: <ul style="list-style-type: none"> a) motor vehicles; b) caravans (other than caravans hired or borrowed and used by you as temporary accommodation); c) any craft designed to travel in on or through water (other than non-mechanically propelled waterborne craft of less than five metres in length whilst operated on inland waterways or within three miles of the coast); d) any aircraft including drones and model aircraft; (vi) Any vehicle which must be insured under the Road Traffic Acts

Section 2 – Contents

What is covered	What is not covered
<p>Note: Legal costs and expenses are included within the limits shown below.</p> <p>(i) In respect of your legal liability as an employer of domestic employees in the course of their employment.</p> <p>(a) £5,000,000 any one event which is directly or indirectly caused by results from or is in connection with Terrorism</p> <p>(b) £5,000,000 any other event.</p> <p>(ii) In respect of all other claims £5,000,000 any one event.</p> <p>Cover also applies elsewhere in the world for a total of up to 60 days in any one period of insurance.</p> <p>27. Guests' personal belongings Loss or damage under paragraphs 1 to 11 of this section for personal belongings of your guests whilst in your home. The most we will pay for any one claim is £2,500.</p> <p>28. Trees plants, shrubs and lawns We will pay for loss or damage to trees plants, shrubs or lawns at your buildings caused by fire lightning explosion riot malicious persons theft straying livestock or impact by a vehicle or aircraft. The most we will pay:</p> <ul style="list-style-type: none"> • for any one tree, plant or shrub is £250, and • £2,500 in total, <p>for all claims in any one period of insurance.</p>	<p>(vii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused</p> <p>(viii) Any agreement you have made unless you would have been liable even without the agreement</p> <p>(ix) Loss of or damage to property or injury death disease or illness of or to any person caused by a dog listed under the Dangerous Dogs Act 1991 or any later legislation.</p> <p>(x) Any deliberate wilful or malicious act</p> <p>(xi) Any fines penalties or punitive exemplary aggravated multiplied or liquidated damages</p> <p>(xii) Horses used for racing or steeple-chasing.</p> <p>(i) Loss or damage if there is any other insurance in force.</p> <p>(ii) Personal belongings of a paying guest or tenant in your home.</p> <p>(i) Damage caused by livestock belonging to or the responsibility of you your family guests' tenants or tenants' guests.</p>

Section 2 – Contents

What is covered	What is not covered
<p>29. Contents in care homes</p> <p>Loss or damage to contents of any member of your immediate family whilst they are resident in a care home.</p> <p>The most we will pay is £1,000 for any one claim and £2,000 in total for all claims in any one period of insurance.</p>	

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for:

- (i) household linen and clothing where **we** will take off an amount for wear and tear and
- (ii) items that can be electronically restored or repaired (including household linen and clothing) where **we** will pay the cost of restoring or repairing the item.

If at the time of any loss or damage under this section the full cost of replacing the **contents** as new (less an amount for wear and tear on household linen and clothing) is greater than the limit of liability or the sum insured on **contents** the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

The most **we** will pay for any claim under paragraphs 1 to 11 13 14 15 (i) 16 and 19 of this section is the sum insured depending on any limit shown in **your** schedule.

Your schedule will show any limits for individual items or **valuables**.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction of individually specified items in which case cover will end.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for any replacement of or work on any undamaged items or remaining parts solely because they form part of a pair set suite group or collection of articles of a similar nature colour pattern or design.

Section 3 – Personal Money

This section automatically applies when you have cover under the contents section.

What is covered	What is not covered
<ol style="list-style-type: none">1 Accidental loss of your personal money within the geographical limits.2 All sums which you become liable to pay to the issuing organisation as a result of the fraudulent use by any unauthorised person (not being you your guests tenants or tenants' guests) of any credit card. <p>This cover also applies for up to 60 days in any one period of insurance elsewhere in the world.</p>	<ol style="list-style-type: none">(i) The amount of any excess shown in your schedule.(ii) Shortages caused by mistakes.(iii) Loss in value of the money.(iv) Loss due to confiscation.(v) Any payment under 2 unless the holder of the credit card has complied with all the terms and conditions subject to which it was issued.

Settling claims

We will pay the amount of the loss

The most **we** will pay for any claim is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim.

Section 4 – Portable Possessions (Your schedule will show if this section applies)

What is covered	What is not covered
<p>Accidental loss of or damage to personal belongings valuables and clothing owned by you or for which you are legally responsible and which are described in your schedule within the geographical limits.</p> <p>This cover also applies for a total of up to 60 days in any one period of insurance elsewhere in the world.</p>	<ul style="list-style-type: none"> (i) The amount of any excess shown in your schedule. (ii) Pedal cycles while racing. (iii) Theft of unattended pedal cycles away from the home unless they are securely locked to a permanent fixture. (iv) Theft of pedal cycle accessories unless stolen with the pedal cycle. (v) Damage to tyres and inner tubes by punctures cuts or bursts. (vi) Musical instruments and sub-aqua equipment (including underwater cameras) used for professional or semi-professional purposes. (vii) Money credit cards and other payment cards. (viii) Loss or damage from an unattended vehicle unless all windows hoods covers and sun roofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot. (ix) Loss of or damage to records films tapes cassettes discs software or cartridges except for their value as unused material (unless they were pre-recorded in which case we will pay the maker's current listed price). (x) Jet Skis surfboards paddleboards kite boards and sailboards. (xi) a) Sub-aqua equipment (including underwater cameras) used for private or personal purposes and b) Skis and water skis unless they are shown as specified items in the schedule. (xii) Drones and model aircraft. (xiii) Damage caused by wear and tear atmospheric or climatic conditions rot fungus insects vermin or any gradual cause. (xiv) Loss or damage caused by mechanical or electrical breakdown.

Section 4 – Portable Possessions

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for:

- (i) clothing where we will take off an amount for wear and tear and
- (ii) items that can be economically restored or repaired (including clothing) where we will pay the cost of restoring or repairing the item.

The most **we** will pay for any claim is the sum insured depending on any limit shown in **your** schedule.

We will not reduce the sums insured after **we** pay a claim except for total loss or destruction of individually specified items in which case cover will end.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for any replacement of or work on any undamaged items or remaining parts solely because they form part of a pair set suite group or collection of articles of a similar nature colour pattern or design.

Section 5 – Touring Caravans (Your schedule will show if this section applies)

What is covered	What is not covered
<p>1. Accidental loss or damage Accidental loss of or damage to the touring caravan described in your schedule occurring within the geographical limits. This cover also applies for a total of up to 60 days in any one period of insurance elsewhere in the world.</p>	<ul style="list-style-type: none"> (i) The amount of any excess shown in your schedule. (ii) Static caravans. (iii) Loss or damage while the touring caravan is lent or hired out or is being used other than for social domestic or pleasure purposes. (iv) Loss or damage while the touring caravan is used as a permanent home. (v) Loss or damage while the touring caravan is continuously on a site away from your home for more than 30 days if the loss or damage is caused by the touring caravan overturning in a storm or flood (unless it is securely anchored to the ground at all four corners of the chassis). (vi) Theft or attempted theft whilst the touring caravan is left unattended unless securely locked and also secured by a wheel clamp or hitchlock. (vii) Loss or damage caused by storm to the tent of a trailer tent or any awning. (viii) Damage to tyres by punctures cuts or bursts. (ix) Any loss insured elsewhere in this or any other policy. (x) Damage caused by wear and tear atmospheric or climatic conditions (other than storm) rot fungus insects vermin or any gradual cause.
<p>2. Recovery and delivery After any loss or damage insured by this section we will pay you the necessary and reasonable costs you have paid with our permission to:</p> <ul style="list-style-type: none"> (a) protect the touring caravan and take it to the nearest suitable repairers (b) deliver the touring caravan to your home. 	

Section 5 – Touring Caravans

What is covered	What is not covered
<p>3. Third party liability</p> <p>We will insure you against your legal liability as owner of the touring caravan up to £5,000,000 for any one accident or series of accidents occurring during the period of insurance and arising out of or attributable to one event inclusive of all costs and expenses which we have already agreed to in writing.</p> <p>We will provide this cover for liability arising from:</p> <ul style="list-style-type: none"> (a) accidental bodily injury including death disease or illness or (b) accidental damage to property happening in the geographical limits. <p>This cover also applies for a total of up to 60 days in any one period of insurance elsewhere in the world.</p>	<p>Liability arising from the following:</p> <ul style="list-style-type: none"> (i) The loss of or damage to property belonging to held in trust or controlled by you (ii) Any profession business or employment involving you or any member of your family (iii) The touring caravan being lent or hired out or being used other than for social domestic or pleasure purposes (iv) Injury (including death disease or illness) to you or any person employed by you (v) Towing or transporting of the touring caravan (vi) Any agreement you have made unless you would have been liable even without the agreement (vii) Any deliberate wilful or malicious act (viii) Any fines penalties or punitive exemplary aggravated multiplied or liquidated damages.

Settling claims

At **our** option **we** will pay the cost of replacing or repairing the **touring caravan** or **we** may replace the **touring caravan** or arrange for the repairs to be carried out.

We will pay the market value of the **touring caravan** if it is lost or it would not be economical to repair the damage. However if the loss or damage occurs within 12 months of **you** buying the **touring caravan** as new we will pay the cost of replacing it as new or **we** may replace it as new provided the **touring caravan** is

- a) lost by theft and not recovered within twenty-eight days of the loss being reported to us or
- b) damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage.

If **we** know that **you** are still paying for the **touring caravan** under a hire purchase or leasing agreement **we** will pay the hire or lease company if the **touring caravan** is lost or it would not be economical to repair the damage. **Our** liability under this section will then end.

The most **we** will pay for any claim for loss or damage is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

Section 5 – Touring Caravans

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for any replacement of or work on any undamaged items or remaining parts solely because they form part of a pair set suite group or collection of articles of a similar nature colour pattern or design.

Section 6 – Boats (Your schedule will show if this section applies)

What is covered	What is not covered
<p>1. Accidental loss or damage</p> <p>(a) Accidental loss of or damage to the boat described in your schedule.</p> <p>(b) Salvage charges and the necessary expenses of reducing or preventing a loss which would have been covered by this section.</p> <p>This cover applies while the boat is on land being transported or floating on the inland waters of the geographical limits or within three miles of the coast.</p> <p>It also applies while the boat is temporarily elsewhere in the world on inland waterways or within three miles of any coast and in your custody or control for a total of up to 60 days in any one period of insurance.</p> <p>2. Third party liability</p> <p>We will insure you for up to £5,000,000 against your legal liability (as owner of the boat) arising from any one accident or series of accidents occurring during the period of insurance and arising out of or attributable to one event inclusive of</p>	<p>(i) The amount of any excess shown in your schedule.</p> <p>(ii) Any boat measuring more than five metres in length or having a top speed above 15 knots.</p> <p>(iii) Loss or damage while the boat is lent or hired out or is being used other than for social domestic or pleasure purposes.</p> <p>(iv) Theft of unsecured fittings or equipment outboard motors surfboards kite boards paddleboards or sailboards unless:</p> <p>(a) force was used to get into or out of a locked building or a locked vehicle or</p> <p>(b) the item was secured on a car roof rack (or on the boat in the case of an outboard motor) by an anti-theft device and its normal method of attachment.</p> <p>(v) Theft of the trailer unless it is immobilised by a wheelclamp or hitchlock or it is kept in a locked building when not being used.</p> <p>(vi) Loss or damage to sails or protective covers unless:</p> <p>(a) caused by fire</p> <p>(b) caused by the boat being stranded sinking or colliding with something or</p> <p>(c) stolen with the craft or from a locked building or vehicle.</p> <p>(vii) Loss or damage whilst the boat is taking part in any kind of race.</p> <p>(viii) Loss or damage due to wear tear depreciation marine growth corrosion rot rust dampness weathering or osmosis.</p> <p>Liability arising from the following:</p> <p>(i) any boat measuring more than five metres in length or having a top speed above 15 knots</p> <p>(ii) bodily injury to workmen or other people you employ in connection with the boat</p>

Section 6 – Boats

What is covered	What is not covered
<p>all costs and expenses which we have agreed to in writing beforehand.</p> <p>We will provide this cover for liability arising from:</p> <p>(a) accidental bodily injury including death disease or illness</p> <p>or</p> <p>(b) accidental damage to property.</p> <p>This cover applies while the boat is on land being transported or floating on the inland waters of the geographical limits or within three miles of the coast.</p> <p>It also applies while the boat is temporarily elsewhere in the world on inland waterways or within three miles of any coast and in your custody or control for a total of up to 60 days in any one period of insurance.</p>	<p>(iii) the boat being transported by road</p> <p>(iv) the boat being lent or hired out or being used other than for social domestic or pleasure</p> <p>(v) injury (including death disease or illness) to you</p> <p>(vi) the towing or preparing to tow a person for the purpose of paragliding hang-gliding water-skiing ski-kiteing or similar sports until the person being towed is safely aboard the boat again</p> <p>(vii) any agreement you have made unless you would have been liable even without the agreement</p> <p>(viii) any deliberate wilful or malicious act</p> <p>(ix) any fines penalties or punitive exemplary aggravated multiplied or liquidated damages</p> <p>(x) the boat taking part in any kind of race</p> <p>(xi) loss or damage to property belonging to, held in trust or controlled by you.</p>

Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

We will pay the market value of the **boat** if it is lost or it would not be economical to repair the damage.

However if the loss or damage occurs within 12 months of **you** buying the **boat** as new **we** will pay the cost of replacing it as new or **we** may replace it as new provided the **boat** is

- lost by theft and not recovered within twenty-eight days of the loss being reported to **us** or
- damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage.

The most **we** will pay for any claim for loss or damage is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for any replacement of or work on any undamaged items or remaining parts solely because they form part of a pair set suite group or collection of articles of a similar nature colour pattern or design.

Section 7 – Legal Expenses (this section automatically applies)

This section is administered by ARAG plc under a coverholder agreement with ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

ARAG plc has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN.

Consumer Legal Services

Register at www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

Many documents such as wills are free to download while others attract a modest fee.

Legal and Tax Advice 01872 270 174

If you have a legal or tax problem we can connect you to our confidential legal and tax advice helpline.

The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law and tax matters within the UK.

Use of this service does not constitute reporting of a claim.

Identity Theft Advice and Resolution Service 01872 272 169

This provides:

- an identity theft advice helpline between 8.30am and 7pm Monday to Friday for advice about keeping your identity secure and fraud prevention tips
- help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without your permission to commit fraud or other crimes
- reimbursement of communication costs you will have to pay to reinstate your identity.

Helplines

All helplines are subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Section 7 - Definitions

The following words have these meanings wherever they appear in this section in **bold**

Appointed Advisor

means the solicitor accountant mediator or other advisor appointed by **us** to act on **your** behalf.

Collective Conditional Fee Agreement

means a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% “no-win no-fee”.

Conditional Fee Agreement

means a legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

Communication Costs

means the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where **you** have taken advice from **our** Identity Theft Advice and Resolution Service.

Geographical Limit

means

- (a) for What is covered 2. Contract and 4. Personal injury the United Kingdom Channel Islands Isle of Man countries in the European Union Norway and Switzerland.
- (b) the United Kingdom Channel Islands and Isle of Man other than as specified in (a) above.

Insurer

means ARAG Allgemeine Versicherungs-AG Branch UK

Legal Costs & Expenses

means

- (a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**.
The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- (b) in civil claims, other side’s costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.
- (c) reasonable accountancy fees reasonably incurred under Insured event 6 Tax by the **appointed advisor** and agreed by **us** in advance.
- (d) **your** basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- (e) **your communication costs**.

Reasonable Prospects of Success

means

- (a) other than as set out in (b) and (c) below a greater than 50% chance of **you** successfully pursuing or defending the claim and if **you** are seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained.
- (b) in criminal prosecution claims where **you**
 - (i) plead guilty a greater than 50% chance of reducing any sentence or fine or

Section 7 - Definitions

(ii) plead not guilty a greater than 50% chance of that plea being accepted by the court.

(c) in all claims involving an appeal a greater than 50% chance of **you** being successful.

Where it has been determined that reasonable prospects of success as set out in (a), (b) and (c) above do not exist, **you** shall be liable to pay any legal costs incurred should **you** pursue or defend **your** claim irrespective of the outcome.

Small Claims Court

means

(a) a court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

(b) a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014.

(c) a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in where the policy applies.

We/Us/Our

means ARAG plc who is authorised under a coverholder agreement on behalf of the insurer ARAG Allgemeine Versicherungs-AG Branch UK.

Section 7 - Cover

What is covered	What is not covered
<p>1. Employment</p> <p>A dispute with your current former or prospective employer relating to their contract of employment or related legal rights.</p> <p>A claim can be brought once all internal dismissal disciplinary and grievance procedures as set out in the</p> <ul style="list-style-type: none"> (a) ACAS Code of Practice for Disciplinary and Grievance Procedures or (b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been concluded. <p>You must co-operate fully with ACAS regarding mediation and you must not do anything that hinders a successful outcome.</p> <p>Where you qualify to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced you must apply to HM Courts & Tribunals Service to obtain a reduction or refund.</p> <p>2. Contract disputes</p> <p>A dispute arising out of an agreement or alleged agreement which you have entered into for</p> <ul style="list-style-type: none"> (a) buying or hiring consumer goods or services, (b) privately selling goods, (c) buying or selling your main home, (d) renting your main home as a tenant, (e) the occupation of your main home under a lease. 	<p>Any claim relating to</p> <ul style="list-style-type: none"> (a) disputes relating solely to personal injury. (b) defending you other than defending an appeal. (c) legal costs & expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal. (d) fees that are recoverable from an employer or ex-employer by order of the court or where you qualify to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service. (e) your employer's or ex-employer's pension scheme. (f) a compromise or settlement agreement between you and your employer unless such agreement arises from an ongoing claim under the policy. <p>Any claim relating to</p> <ul style="list-style-type: none"> (a) disputes with tenants or leasees where you are the landlord or lessor (b) loans mortgages pensions or any other banking life or long-term insurance products savings or investments (c) your business activities trade venture for gain profession or employment (d) a contract involving a motor vehicle (e) a settlement due under an insurance policy (f) construction work, or designing converting or extending any building where the contract value exceeds £10,000 including VAT

Section 7 - Cover

What is covered	What is not covered
<p>3. Property A dispute relating to visible property which you own following</p> <ul style="list-style-type: none"> (a) an event which causes physical damage to your visible property including your main home. (b) a public or private nuisance or trespass provided that where any boundary is in dispute you have proof of where the boundary lies. 	<ul style="list-style-type: none"> (a) An excess of £250 for any claim under What is covered 3(b) which you must pay as soon as we accept the claim. (b) Any claim relating to <ul style="list-style-type: none"> (i) a contract you have entered into, (ii) any building or land other than your main home, (iii) a motor vehicle, (iv) the compulsory purchase of or restrictions or controls placed on your property by any government local or public authority, (v) defending any dispute under What is covered 3(a) other than defending a counter claim or an appeal, (vi) a dispute with any party other than the person(s) who caused the damage nuisance or trespass.
<p>4. Personal injury A sudden event directly causing you physical bodily injury or death.</p>	<p>Any claim relating to</p> <ul style="list-style-type: none"> (a) a condition illness or disease which develops gradually over time. (b) mental injury nervous shock depression or psychological symptoms where you have not sustained physical injury to your body. (c) defending any dispute other than an appeal.
<p>5. Clinical negligence A dispute arising from alleged clinical negligence or malpractice</p>	<ul style="list-style-type: none"> (a) Any claim relating to a contract dispute. (b) Defending any dispute other than an appeal.
<p>6. Tax A formal enquiry into your personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim relating to</p> <ul style="list-style-type: none"> (a) tax returns where HM Revenue & Customs levy a penalty or which contain careless and/or deliberate misstatements. (b) a business or venture for you to gain. (c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements. (d) any enquiry that concerns assets monies or wealth outside of Great

Section 7 - Cover

What is covered	What is not covered
<p>7. Legal defence</p> <p>(a) Work An alleged act or omission by you that arises from your work as an employee and results in</p> <p>(i) you being interviewed by the police or others with the power to prosecute.</p> <p>(ii) a prosecution being brought against you in a court of criminal jurisdiction.</p> <p>(iii) civil proceedings being brought against you under unfair discrimination laws.</p> <p>(b) Motor A motoring prosecution being brought against you.</p> <p>(c) Other</p> <p>(i) A formal investigation or disciplinary hearing being brought against you by a professional or regulatory body.</p> <p>(ii) Being absent from work to attend any court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the appointed advisor or whilst on jury service.</p>	<p>Britain and Northern Ireland.</p> <p>(e) an investigation by the Fraud Investigation Service of HM Revenue & Customs.</p> <p>Any claim relating to</p> <p>(a) owning a vehicle or driving without motor insurance or driving without a valid driving licence.</p> <p>(b) a parking offence.</p> <p>The amount the insurer pays shall not exceed £100 per day or part thereof less whatever is recoverable from the court tribunal or your employer and is subject to a maximum of £1,000.</p>

Section 7 - Cover

What is covered	What is not covered
<p>8. Identity theft A dispute arising from the use of your personal information without your permission to commit fraud or other crimes provided you contact our Identity Theft Advice and Resolution Service as soon as you suspect that your identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed goods loans or other property or financial loss or other benefit obtained as a result of the identity theft.</p>

Settling claims

The **insurer** will pay **your legal costs & expenses** up to £50,000 for all claims related by time or originating cause for an event that is covered by this section including the cost of appeals subject to all the following requirements being met.

- (a) **You** keep to the terms of this section and co-operate fully with **us**.
- (b) The event to be covered happens within the **geographical limit**.
- (c) The claim
 - (i) always has **reasonable prospects of success**.
 - (ii) is reported to **us**
 - during the period of insurance.
 - immediately after **you** first become aware of circumstances which could lead to a claim.
- (d) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
 - (i) to be heard by the **small claims court** and/or
 - (ii) before legal proceedings need to be issued.
- (e) Any dispute will be dealt with by
 - (i) a court or tribunal or
 - (ii) mediation agreed with **us**
 in the **geographical limit**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

Section 7 - Cover

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can cancel this section refuse a claim or withdraw from an ongoing claim.

The **insurer** also reserves the right to recover **legal costs & expenses** from **you** if this happens.

1. Your responsibilities

You must

- (a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour.
- (b) cooperate fully with **us** give the **appointed advisor** any instructions **we** require and keep them updated with progress of the claim and not hinder them.
- (c) take reasonable steps to claim back **legal costs & expenses** and employment tribunal fees and where recovered pay them to the **insurer**.
- (d) keep **legal costs & expenses** as low as possible.

2. Freedom to choose an appointed advisor

- (a) In certain circumstances as set out in 2(b) below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- (b) **You** may choose an **appointed advisor** if
 - (i) **we** agree to start proceedings or proceedings are issued against **you** or
 - (ii) there is a conflict of interestexcept where **your** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- (c) Where **you** wish to exercise **your** right to choose you must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- (d) If **you** dismiss the **appointed advisor** without good reason or withdraw from the claim without **our** written agreement unless or if the **appointed advisor** refuses with good reason to continue acting for **you** cover will end immediately.
- (e) In respect of a claim under What is covered 1. Employment 2. Contract 4. Personal injury or 5. Clinical negligence **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement** where legally permitted.

3. Consent

- (a) **You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.
- (b) any persons claiming under this policy must have the agreement of the people named as Policyholder in the schedule.

4. Settlement

- (a) The **insurer** has the right to settle the claim by paying its reasonable value.
- (b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between **you** and an employer or ex-

Section 7 - Cover

employer under What is covered 1. Employment.

- (c) **You** must not negotiate settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- (d) If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- (e) **You** must settle **communication costs** arising from What is covered 8. Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim.

If the opinion supports **you** then the **insurer** will reimburse the reasonable costs of that opinion.

If that opinion conflicts with advice obtained by **us** then the **insurer** will pay for a final opinion which shall be binding on both parties.

This does not affect **your** rights under Condition 6 below.

6. Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on page 45 and **we** will try to resolve the matter.

If **we** and/or the **insurer** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Acts of Parliament

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

8. Data Protection Act

You agree that any information provided to **us** and/or the **insurer** by **you** will be processed by **us** and/or the **insurer** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims if any which may involve passing information to other parties.

9. Fraudulent claims and claims tainted by dishonesty

You shall at all times be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:

- (i) affected **our** assessment of **reasonable prospects of success**, and/or
- (ii) prejudiced any part the outcome of **your** claim

the **insurer** shall have no liability for **legal costs & expenses**.

Section 7 – Exclusions

You are not covered for any claim arising from or relating to:

1. **legal costs & expenses** incurred without **our** consent.
2. any actual or alleged act or omission or dispute happening before or existing at the start of this insurance and which **you** believed or ought reasonably to have believed could lead to a claim under this section.
3. an amount below £100.
4. an allegation against **you** involving
 - (a) assault violence or dishonesty malicious falsehood or defamation,
 - (b) the manufacture dealing in or use of alcohol illegal drugs indecent or obscene materials,
 - (c) illegal immigration,
 - (d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
5. a dispute between **your** family members.
6. a deliberate or reckless act by **you**.
7. a judicial review.
8. a dispute arising from or relating to clinical negligence except as provided for in What is covered 5. Clinical negligence.
9. a dispute with **us** not dealt with under Condition 6 or the **insurer** or the company that sold this policy.
10. a group litigation order.
11. the payment of fines penalties or compensation awarded against **you**.

Section 7 – Claims

You must notify us as soon as possible if something happens to cause a claim.

Please do not instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 01872 270 159 or by downloading one at www.arag.co.uk/newclaims.

We will issue you with a written acknowledgement within one working day of receiving your claim form.

Within five working days of receiving all the information needed to assess the availability of cover under the policy we will write to you either

- confirming the appointment of a qualified representative who will promptly progress the claim for you or
- if the claim is not covered explaining in full why and whether we can assist in another way.

When a lawyer is appointed they will try to resolve your dispute without delay arranging mediation whenever appropriate.

Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Section 7 – Complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways

0344 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays)

For our mutual protection and our training purposes, calls may be recorded

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you can refer your complaint to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. Their contact details are shown on page 66.

Section 7A – Legal Expenses Smallholder Extension

(Your schedule will show if this extension applies)

Unless otherwise stated below, the terms, conditions and exclusions shown elsewhere in Section 7 shall apply to this policy extension.

Section 7A – Definitions

Definitions shall be extended to include:

Livestock

means cattle, goats, sheep, pigs, deer, alpacas, llamas, horses and working dogs all owned or used by **you** in connection with **your smallholding**.

Products

means goods (including their containers) sold, supplied, repaired, serviced, altered, renovated, processed or tested by **you** in conjunction with **your smallholding**.

Smallholding

means an area of land not exceeding 25 acres which **you** own or rent and use for

- (i) growing agricultural or horticultural produce and/or keeping **livestock**, with subsequent attendance at agricultural shows or farmers markets for sale or exhibition of **your products** or **livestock**;
- (ii) camping and/or non-static caravanning use for a maximum of six pitches;
- (iii) DIY or occasional part livery for a maximum of three horses.

Section 7A – Cover

What is covered - 2. Contract disputes shall be extended as follows:

A dispute arising from an agreement or alleged agreement **you** have entered into for

- (a) buying or selling **products** (including agricultural or horticultural produce) or **livestock**, from **your smallholding**,
- (b) buying or hiring agricultural equipment or plant or buying services for the benefit of **your smallholding**,
- (c) buying materials or seed for use on **your smallholding**,
- (d) buying or selling **your smallholding**,
- (e) camping and/or non-static caravanning use for a maximum of six pitches,
- (f) DIY or occasional part livery for a maximum of three horses.

What is not covered - 2 (c) shall not apply in respect of this policy extension.

The following shall apply –

What is not covered - 2 (g) the registration of land.

What is covered - 3. Property shall be extended to apply to **your smallholding**:

- (a) where **you** rent **your smallholding**, or
- (b) where **your smallholding** is at a separate location from **your** main home.

What is not covered - 3 (b) (ii) shall not apply in respect of this policy extension.

What is not covered - 3 (b) (iii) shall not apply to a motor vehicle owned or used by **you** (or anyone with **your** permission to drive) while it is being driven on, or transporting livestock, produce or crops to or from, **your smallholding**.

What is not covered - 6. Tax (b) shall be deleted and replaced by the following:

a business or venture for **you** to gain, other than a claim that relates to expenditure or income arising from the operation of **your smallholding**.

What is covered - 7 Legal defence (a) Work shall be extended to include:

An alleged act or omission by **you** that arises from the operation of **your smallholding** and results in

- (i) **you** being interviewed by the police or others with the power to prosecute.
- (ii) a prosecution being brought against **you** in a court of criminal jurisdiction.
- (iii) civil proceedings being brought against **you** under unfair discrimination laws.

Please note that **What is covered - 7 Legal defence (c) Other** includes (but is not limited to) interventions by the Health & Safety Executive enquiry, Department for the Environment Food & Rural Affairs or the Environment Agency intervention where it is suspected that **you** have breached regulations or committed an offence.

Section 7A – Cover

The following additional Covers are provided by this extension:

What is covered	What is not covered
<p>9. Statutory licence appeals</p> <p>An appeal against a decision to alter suspend, revoke or refuse to renew a licence required to operate your smallholding.</p> <p>10. Agricultural Tenancy Disputes</p> <p>A dispute that arises between you and your landlord to be resolved through arbitration between the parties or referral to the First-tier Tribunal (Property Chamber) that arises from an agricultural tenancy that is:</p> <ul style="list-style-type: none"> (i) subject to provisions of the Agricultural Holdings Acts 1986, or (ii) a Farm Business Tenancy under the Agricultural Tenancies Act 1995 as amended by the Regulatory Reform (Agricultural Tenancies (England and Wales) Order 2006, or (iii) regulated by the Agricultural Holding (Scotland) Acts 1991 or 2003. <p>Provided that you have served the correct legal notices on your landlord.</p> <p>11. Public Rights of Way</p> <p>Provision of evidence to protect your financial interest and enjoyment over your smallholding where you have received notice that an application has been made to the surveying authority to modify their definitive map and statement under section 53 (2) of the Wildlife and Countryside Act 1981; where a modification order if granted will adversely affect the operation of your smallholding.</p>	<p>Any claim relating to a licence required to;</p> <ul style="list-style-type: none"> (a) store, transport, discharge, or dispose of hazardous waste (b) hold firearms. <p>(a) The amount the insurer pays shall not exceed £10,000 for all claims arising from one dispute.</p> <p>(b) Any claim relating to rent assessment or determination of a fair or market rent to occupy your smallholding.</p> <p>The amount the insurer pays shall not exceed £10,000 for all claims arising from one application to modify.</p>

Section 8 – Home emergency assistance (This section automatically applies)

This section is administered by ARAG plc under a coverholder agreement with ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

ARAG plc has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN.

Section 8 – Definitions

The following words have these meanings wherever they appear in this section in bold type:

Central heating boiler

means a boiler located in **your** home (or connecting garage).

Contractor

means the contractor or tradesman chosen by **us** to respond to **your home emergency**.

Emergency costs

means:

- (a) **contractor's** reasonable and properly charged labour costs replacement parts and materials and where necessary.
- (b) alternative accommodation costs incurred under What is covered 8.

Home emergency

means a sudden unexpected event which clearly requires immediate remedial action in order to:

- (a) prevent damage or avoid further damage to the home and/or
- (b) render the home safe or secure and/or
- (c) restore the main services to the home and/or
- (d) alleviate any health risk to **you**.

Insurer

means ARAG Allgemeine Versicherungs-AG Branch UK.

Vermin

means brown or black rats house or field mice and wasps' or hornets' nests.

We/Us/Our

means ARAG plc who is authorised under a coverholder agreement on behalf of the insurer ARAG Allgemeine Versicherungs-AG Branch UK.

Section 8 cover

Following an Insured Event which results in a **home emergency** the **insurer** will pay **your emergency costs** provided that **your** home is located within the **geographical limits**.

What is covered	What is not covered
<p>1. Main heating system The total failure or complete breakdown whether or not caused by accidental damage of the main heating system (including a central heating boiler all radiators hot water pipes and water storage tanks) in the home.</p> <p>2. Plumbing and drainage The sudden damage to or blockage or breakage or flooding of the drains or plumbing system including water storage tanks taps and pipe-work located within your home which results in a home emergency.</p> <p>3. Home security Damage to or the failure of external doors windows or locks whether or not accidental which compromises the security of the home.</p> <p>4. Toilet unit Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the home.</p> <p>5. Domestic power supply The failure of the home's domestic electricity or gas supply.</p> <p>6. Lost keys The loss of the only available keys if you cannot replace them to gain access to the home.</p> <p>7. Vermin infestation Vermin causing damage inside the home or a health risk to you.</p> <p>8. Alternative accommodation costs Your overnight accommodation costs including transport to such accommodation following a home emergency which makes the home unsafe insecure or uncomfortable to stay in overnight.</p>	<p>Warm air and solar heating systems or boilers with an output over 60Kw/hr.</p> <p>Blockage of supply or waste pipes to the home due to freezing weather conditions.</p> <p>The interruption failure or disconnection of the mains electricity mains gas or mains water supply.</p>

Section 8 cover

What is covered	What is not covered
<p>9. Roof damage Damage to the roof of your home where internal damage has been or is likely to be caused.</p>	<p>You are not covered for any claims arising from or relating to:</p> <ul style="list-style-type: none"> (i) emergency costs which have been incurred before we accept a claim. (ii) any matter occurring prior to or existing at the start of cover under this section and which you knew or ought reasonably to have known could give rise to a claim under this section. (iii) emergency costs where there is no one at home when the contractor arrives. (iv) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions. (v) the cost of making permanent repairs including any redecoration or making good the fabric of the home <ul style="list-style-type: none"> • once the emergency situation has been resolved. • arising from damage caused in the course of repair or investigation of the cause of the Insured Event or in gaining access to your home. (vi) the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time (such as dripping taps washers or discs forming part of a tank pipe or tap). (vii) garages outbuildings boundary walls fences hedges cess pits fuel tanks or septic tanks.

Section 8 cover

What is covered	What is not covered
	<ul style="list-style-type: none"> (viii) the home being left unoccupied for more than 30 days consecutively. (ix) goods or materials covered by a manufacturer's supplier's or installer's warranty. (x) the failure of equipment or facilities which have not been installed maintained or serviced in accordance with statutory regulations or manufacturer's instructions or which is caused by a design fault which makes them inadequate or unfit for use. (xi) a claim covered by another section of this policy or any other policy or any claim that would have been covered by another section of this policy or any other policy if this section did not exist. (xii) subsidence landslip or heave. (xiii) a property that is not your main residence or that you rent or let.

Settling claims

The **insurer** will pay the following:

- (a) the contractor's reasonable and properly charged labour costs, parts and materials
- (b) where necessary, alternative accommodation costs

subject to a maximum of £1000 **emergency costs** for all claims related by time or originating cause as long as the claim is reported to **us**

- (i) during the period of insurance
- (ii) immediately after **you** first become aware of circumstances which could give rise to a claim under this section
- (iii) and **you** always agree to use the **contractor** chosen by **us** in any claim.

Section 8 conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel cover under this section of **your** policy or refuse to pay a claim. The **insurer** also reserves the right to recover **emergency costs** from **you** should this happen.

1. Your Responsibilities

You must

- (a) not do anything that hinders **us** or the **contractor**.
- (b) tell **us** immediately after first becoming aware of any **home emergency**.
- (c) tell **us** immediately of anything that may materially alter **our** assessment of the claim.
- (d) co-operate fully with the **contractor** and **us**.
- (e) provide **us** with everything **we** need to help **us** handle the claim.
- (f) take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**.
- (g) minimise any **emergency costs** and try to prevent anything happening that may cause a claim.
- (h) allow the **insurer** at any time to take over and conduct in **your** name any claim proceedings or investigation.

2. Our Consent

We must give **you** **our** consent to incur any **emergency costs**.

The **insurer** does not accept any liability for **emergency costs** incurred without **our** consent.

3. Settlement

You must not settle the **contractor's** invoice or agree to pay any **emergency costs** that **you** wish to claim for under this section without **our** written agreement.

Call out and labour costs

When settling **contractor's** call out charge and labour costs unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your** home and disallows any time spent diagnosing the fault which has caused the Insured Event.

Any inspection time that is required to trace access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

Section 8 claims

If you have a home emergency please contact us on 01872 272 157 as soon as possible providing your name, address, postcode, and the nature of the problem. Lines are open 24 hours a day, 365 days a year.

We will record your details and then decide on the best course of action to limit your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, we will instruct a member of our emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.

If you are claiming for alternative accommodation costs you must obtain our authority to incur costs before booking somewhere to stay. You will have to pay for the accommodation when you check out and send your receipt to us to be reimbursed.

It is important you notify us as soon as possible of any claim, and do not call out your own contractors as we will not pay their costs and it could stop your claim being covered.

You must report any major emergency which could result in serious damage to the home or injury, to the Emergency Services or the company that supplies the service.

Your call may be recorded for training and security purposes and will be answered as soon as possible.

Section 8 complaints

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Service Provider's Customer Relations Department, where it will be reviewed at the appropriate level. Our service provider will also contact you to let you know that they are reviewing your complaint.

Alternatively, you can contact the Service Provider's Customer Relations Department directly; they can be reached in the following ways:

Cunningham Lindsey, Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ

cardiff@cl-uk.com

029 2038 6600

If a complaint remains unresolved, you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. Their contact details are shown on page 66.

Section 9 – Smallholder

Section 9 – Definitions

The following words have these meanings wherever they appear in this section in **bold type** (or in capital letters in the Schedule):

Action(s): means legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice.

Asbestos: means asbestos, asbestos fibres or any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with **you**
- (ii) anyone hired or borrowed by **you**
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only) while working for **you** in connection with **your smallholding**.

Gradual Pollution: means **pollution or contamination** other than 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.

Injury: means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

Livestock: means cattle, goats, sheep, pigs, deer, alpacas, llamas, horses and working dogs all owned or used by **you** in connection with **your smallholding**.

Pollution or Contamination: means

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (ii) all **injury**, loss or damage directly or indirectly caused by such pollution or contamination.

Poultry: means chickens, turkeys, geese, ducks and game birds all owned or used by **you** in connection with **your smallholding**.

Products: means goods (including their containers) sold, supplied, repaired, serviced, altered, renovated, processed or tested by **you** in conjunction with **your smallholding**.

Road Vehicle: means a mechanically propelled vehicle or any trailer attached to it, used in circumstances to which the Road Traffic Acts apply or for which **you** insure liability under a more specific policy.

Smallholder Buildings: means non-residential outbuildings and permanent structures located within the boundary of **your smallholding** and used for **smallholding** purposes, excluding

- (i) wind turbines;
- (ii) polytunnels and other moveable or portable structures;
- (iii) fences, gates and boundary walls.

Section 9 – Definitions

Smallholder Contents: means

- (i) tools, machinery, fixtures and fittings owned by **you** and used in connection with **your smallholding**
- (ii) produce from **your smallholding**
- (iii) consumable supplies used in connection with **your smallholding**.

Smallholding: means an area of land not exceeding 25 acres which **you** own or rent and use for

- (i) growing agricultural or horticultural produce and/or keeping **livestock**, with subsequent attendance at agricultural shows or farmers markets for sale or exhibition of **your products** or **livestock**;
- (ii) camping and/or non-static caravanning use for a maximum of six pitches;
- (iii) DIY or occasional part livery for a maximum of three horses.

Section 9.1 – Public & Products Liability (Your schedule will show if this section applies)

What is covered	What is not covered
<p>A – Legal Liability</p> <p>1. Your legal liability for damages and claimants' costs and expenses in respect of</p> <ul style="list-style-type: none"> (a) accidental injury of any person other than an employee (b) accidental loss of or damage to material property (c) accidental obstruction, trespass or nuisance <p>arising in connection with your smallholding during the period of insurance.</p> <p>We will not pay more than the Sum Insured shown in your policy schedule in respect of all events</p> <ul style="list-style-type: none"> (a) arising from any one cause or (b) occurring in any one Period of Insurance attributable to <ul style="list-style-type: none"> (i) products (ii) pollution or contamination. <p>We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this sub-section.</p>	<ul style="list-style-type: none"> 1. Liability arising from <ul style="list-style-type: none"> (a) the ownership or use of any aircraft (including drones and model aircraft), hovercraft, train, watercraft or road vehicle (b) advice, design, specification or treatment provided for a fee by or through you or your directors, partners or employees (c) known exports of any products to the United States of America or Canada (d) gradual pollution. 2. Liability arising from loss of or damage to <ul style="list-style-type: none"> (a) material property owned by you (b) material property in your custody or control or that of your directors, partners or employees (c) that part of any material property on which you or anyone acting on your behalf is or has been working if the loss or damage results directly from such work. 3. Any claim in respect of <ul style="list-style-type: none"> (a) loss of or damage to products (b) the cost of recalling, altering, repairing,

Section 9.1 – Public & Products Liability (Your schedule will show if this section applies)

What is covered	What is not covered
<p>For the purpose of any claim settlement we may at any time at our option pay you the maximum amount specified in this sub-section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. We will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.</p> <p>2. Costs and expenses incurred with our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.</p>	<p>replacing or making any refund in respect of products.</p> <p>4. Liability which arises only because of an agreement relating to</p> <ol style="list-style-type: none"> the sale or supply of products a building hired, let or rented to you. <p>5. Liquidated, punitive or exemplary damages, fines or penalties.</p> <p>6. Any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</p> <p>7. Liability directly or indirectly arising out of or resulting from or in consequence of or in any way involving:</p> <ol style="list-style-type: none"> exposure to inhalation or ingestion of or fears of the consequence of exposure to or inhalation of or ingestion of asbestos the cost of cleaning up, or removal of or loss of or damage to property arising out of any asbestos other than the loss of or damage to property involving products containing asbestos where the existence of asbestos is not itself a direct or indirect cause of the loss of or damage to property. <p>8. Liability arising from</p> <ol style="list-style-type: none"> the production, supply of, or presence on the premises of any genetically modified products,

Section 9.1 – Public & Products Liability

What is covered	What is not covered
<p>B – Additional Costs</p> <p>Costs and expenses incurred with our consent by you or your directors, partners or employees in defending actions arising in connection with your smallholding under</p> <p>(a) the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978</p> <p>(b) Part II of the Consumer Protection Act 1987</p> <p>(c) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991</p> <p>provided that you give written notice to us immediately you have knowledge of an impending action or any circumstances which might give rise to an action.</p> <p>We will not pay more than £250,000 in respect of all actions arising under the same Act in any one period of insurance.</p>	<p>where liability may be attributed directly or indirectly to the genetic characteristics of the products</p> <p>(b) the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.</p> <p>We will not pay claims arising from</p> <p>(a) fines or penalties</p> <p>(b) any claim which arises from a deliberate act or omission by you or your directors, partners or employees</p> <p>(c) any claim where the action is solely in connection with the health and safety of any employee.</p>

Section 9.2 – Smallholder Property (Your schedule will show if this section applies)

What is covered	What is not covered
<p>A – Damage to Buildings</p> <p>Damage to smallholder buildings arising from numbered causes 1 to 11, 14 and 15 as detailed in Section 1 – Buildings, and subject to the same exclusions with all references to “home” replaced by “smallholder buildings”.</p> <p>We will pay the cost of either repairing, or reinstating as new, the damaged part of the smallholder buildings as long as</p> <ul style="list-style-type: none"> (a) the buildings are in a good state of repair, and (b) the repair or reinstatement has been carried out. <p>If either of (a) and (b) above are not met we will reduce the amount we will pay to take into account wear tear and loss of value.</p> <p>Under this section we will also pay the following costs:</p> <ul style="list-style-type: none"> (a) architects’ surveyors’ engineers’ and other professionals’ reasonable and necessary fees. (b) the cost of demolishing the buildings supporting the buildings removing debris and making the site safe. (c) the cost of keeping to local authority or other legal conditions made after the damage. <p>We will not pay for the cost of preparing a claim.</p> <p>The most we will pay for any claim is the cost of rebuilding or repairing the smallholder buildings or the sum insured for smallholder buildings shown in your policy schedule, whichever is less.</p> <p>The sum insured will not be reduced after we pay a claim.</p>	<p>The excess shown in your policy schedule.</p>

Section 9.2 – Smallholder Property

What is covered	What is not covered
<p>B – Damage to Contents</p> <p>Damage to smallholder contents at the smallholding arising from numbered causes 1 to 10, 14 and 16, as detailed in Section 2 – Contents, and subject to the same exclusions with all references to “home” replaced by “smallholder buildings”.</p> <p>Cover is extended to include damage from these causes while temporarily removed from the smallholding to a show, exhibition or farmers market.</p> <p>The most we will pay for any claim is the cost of repairing or replacing the lost or damaged smallholder contents or the following monetary limits, whichever is less:</p> <p>Tools, Machinery, Fixtures and Fittings – £10,000 in total, any one period of insurance</p> <p>Produce and Supplies – £5,000 in total, any one period of insurance</p> <p>We will also pay up to a total of £1,000 for reasonable costs incurred by you to –</p> <ul style="list-style-type: none"> i) store produce from your smallholding and/or ii) store consumable supplies used in connection with your smallholding and/or iii) accommodate livestock and poultry owned or used by you in connection with your smallholding and insured under Section 9.3 of this policy, <p>following our agreement to pay a claim for damage to smallholder buildings under Section 9.2.A of this policy.</p> 	<p>The excess shown in your policy schedule.</p> <p>Damage to growing crops arising from numbered cause 2 - Storm or flood.</p>

Section 9.3 – Smallholder Livestock (Your schedule will show if this section applies)

What is covered	What is not covered
<p>1. Death of livestock at the smallholding arising from fire, lightning, explosion; riot; malicious persons; aircraft, other aerial devices or articles dropped therefrom; impact by any road or rail vehicle; accidental electrocution.</p>	<p>1. The excess shown in your policy schedule.</p> <p>2. Death occurring more than 30 days after injury</p> <p>3. Any livestock or poultry carried by you for hire or reward</p>

Section 9.3 – Smallholder Livestock

What is covered	What is not covered
<ol style="list-style-type: none"> 2. Death of poultry at the smallholding arising from fire, lightning, explosion; riot; malicious persons; aircraft, other aerial devices or articles dropped therefrom; accidental electrocution. 3. Theft of livestock from the smallholding 4. Death of livestock as a result of being worried at the smallholding by a dog not belonging to you, or any predatory animal. 5. Death of livestock caused by violent, external, visible and accidental injury or poisoning or drowning while straying from the smallholding or from their normal confines at the smallholding or a market or a show. 6. Death of livestock or poultry caused by accidental injury whilst in transit by road on a motor vehicle or attached trailer, including loading and unloading from the vehicle or attached trailer. 7. For livestock only, in addition to any accepted claim under covers 1, 4, 5 and 6 above, we will pay up to £1,000 of veterinary surgeon's fees incurred by you up to the date of the animal's death if this occurs within 30 days of injury or during the first 30 days after the injury if the veterinary surgeon certifies that the animal would have died within this period had treatment not been administered. 8. We will pay up to £1,000 of rescue fees incurred by you and payable to any professional rescue organisation for the rescue of livestock. <p>The most we will pay for any claim is the market value of the animal at the time of loss (not exceeding £1,000 in respect of working dogs), or £5,000, whichever is lesser, subject to an overall maximum amount payable under this section of £25,000 in any one period of insurance. Any agreed veterinary surgeon or rescue fees will not form part of the above limits.</p>	<ol style="list-style-type: none"> 4. Any claim arising from <ol style="list-style-type: none"> (a) death whilst straying from unfenced land (b) slaughter without our consent, other than immediate slaughter on humane grounds (c) slaughter to comply with any statute or any order of a competent authority (d) a deliberate act or omission by you or your directors, partners or employees

General Conditions

1. Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If the misrepresentation is deliberate or reckless **we** may:

- refuse all claims
- cancel the policy from the beginning and retain all premiums paid.

2. Changes we need to know about

You must inform **us** immediately if **you** or a member of **your** family ordinarily residing with **you** have been convicted (or charged but not yet convicted) of a non-motoring criminal offence.

You must inform **us**:

- within 7 days of planning any building work within the boundaries of **your** home;
- before **you** change **your** address;
- before any change of use or occupancy of the premises.

You must inform **us** at the next renewal date if any of the following occur at any time throughout **your** current period of insurance:

- **you** or a member of your family ordinarily residing with **you** incur any County Court Judgments or other judgments relating to debt;
- **you** or a member of **your** family ordinarily residing with **you** are made bankrupt or involved with a company which becomes insolvent or goes into liquidation;
- **you** change **your** occupation.

When **you** inform **us** of any change **we** may amend the premium or alter the terms of the policy immediately or at the next renewal. In some instances **we** may not be able to continue to provide cover and will cancel the policy.

3. Duty of care

You must take all reasonable steps to prevent loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair. If **you** fail to do so this may prejudice **your** claim which may not be met.

4. Other Insurance: **We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **you** hold, in the event that any other policy that **you** hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that **you** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **we** will pay the appropriate rateable proportion.

5. Building Extensions and Conversions/Number of Bedrooms

You must tell **us** if **you** convert **your buildings** to create additional rooms/bedrooms to those previously disclosed. Failure to do so may prejudice **your** claim which may not be met or not met in full.

General Conditions

6. Building Works

You must provide **us** with full details of any building work or application of heat processes including restoration redecoration repair maintenance or other similar work:

- (a) where the estimated value of the works is in excess of £25,000 and/or
- (b) before the signing of any contract which in any way removes or limits **your** legal rights against a contractor or building firm. Failure to do so may prejudice **your** claim which may not be met or not met in full.

We will not cover any loss or damage directly or indirectly caused by or resulting from the work or application of heat process unless **we** have been provided with full details of the work being undertaken and this has been accepted by **us** in writing.

7. Changes to premium

If **you** make a change in the policy cover and it results in a charge or a refund for the period up to the renewal date of the policy then any charge will only be made by **us** if it exceeds £6 and any refund will only be made by **us** if it exceeds £6.

8. Cancelling the policy

- (a) **Your** right to cancel

There is a 14 day cooling off period from the date **you** receive **your** documents. If **you** decide to cancel the policy during this time **we** will refund **your** premium provided no claims have been made. For a cancellation at any other stage during **your** Policy year please contact **us** and **we** will only charge **you** for the time on cover unless a claim has been made in which case **we** will keep the full premium.

- (b) **Our** right to cancel

We have the right to cancel the Policy by giving **you** seven days' notice in writing sent by recorded delivery to **your** last known address explaining **our** reason for doing so. **We** will only charge **you** for the time on cover unless a claim has been made in which case **we** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where **we** reasonably suspect fraud;
- (iii) where **you** fail to co-operate with **us** or fail to give **us** information or documentation that **we** reasonably request;
- (iv) where **you** have not provided accurate and truthful responses to the questions **we** have asked when issuing, amending or renewing the Policy;
- (v) where **you** fail to comply with the Policy terms and conditions;
- (vi) where a change in **your** circumstances means **we** are unable to continue to provide cover.
- (vii) where **you** use threatening, abusive, intimidating or bullying behaviour towards **our** staff or suppliers.

9. Making a claim

- (a) If any event occurs which may result in a claim under this policy **you** must tell **us** as soon as is reasonably possible. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.
- (b) To help prove **your** claim **we** may require **you** to provide original purchase receipts invoices bank or credit card statements instruction booklets photographs utility bills pre-purchase surveys or plans and deeds of **your** property.

General Conditions

- (c) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.
- (d) **You** must give **us** any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim.
- (e) **You** must take all practicable steps to recover property lost and otherwise minimise the claim

We will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing us with the information as part of **your** claim.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

Accidental loss outside the home theft vandalism or malicious acts

Tell the police immediately. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

Legal liability for injury or damage

Immediately send us any writ summons or other legal document. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

You must not negotiate or admit or deny any claim without **our** written permission.

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**.

10. Fraudulent claims

If **you** make any claim which is fraudulent or false no payment shall be made. **We** may, by giving notice to **you**, cancel the policy with effect from the date of the fraudulent act.

11. Arbitration

If **we** agree with **you** that there is a valid claim but **we** disagree with **you** as to how much **we** should pay the dispute will be referred to an arbitrator agreed between **you** and **us** in accordance with the law at the time. This will not stop **you** being able to take legal action against **us** but **you** cannot start these until the arbitrator has made his award.

12. Premium payment by instalments

- (a) if **you** agree to pay **your** premium by monthly direct debit or a similar arrangement **you** must pay any deposit **we** ask for and make sure **your** instalment payments are kept up to date;
- (b) if **you** make a claim, **we** may deduct any outstanding amounts due to **us** before paying the claim.

General exclusions

1. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:

This Policy does not cover the following:

- (a) Damage to any property or any resulting loss, expense or consequential loss, or
 - (b) any legal liability
- directly or indirectly caused by or contributed to by
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (v) any chemical, biological, bio-chemical or electromagnetic weapon.

2. War Risks

We will not pay for loss damage or liability which is the direct or indirect result of any of the following whether or not contributed to by any other cause or event:

- war
- invasion
- activities of a foreign enemy
- hostilities or warlike operations (whether war has been declared or not)
- civil war
- mutiny
- revolution or insurrection (meaning people rising up and rebelling against the government by force)
- civil commotion which is so severe or widespread that it resembles a popular uprising
- military power (even if properly authorised by the duly elected government)
- usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- property being confiscated by any government or public or local authority.

3. Terrorism

Part A

Property - applicable to the Buildings, Contents, Portable possessions, Touring caravans, Boats and Smallholder sections of the policy.

Regardless of any contributory cause this insurance does not cover any loss damage expense or indirect loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of **Terrorism** using biological chemical or nuclear force or contamination.

If **we** allege that by reason of this exclusion any loss damage expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

General exclusions

Part B

Third party liability - applicable to any section or part of a section insuring legal liability to third parties (other than **your** domestic employees).

This insurance does not provide indemnity in respect of any liability to third parties or any liability incurred by **you** for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of **Terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** 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 **we** allege that by reason of this exclusion any loss damage expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

4. Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

5. Property Maintenance

This policy does not insure any costs of routine maintenance or decoration of the property covered by this policy.

6. Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than 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. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7. Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair reinstatement or replacement paid for under this policy.

8. Electronic Risks

We will not pay for loss or damage to your computer or smart devices, e.g. tablets, smart phones, smart televisions, caused by hacking or computer viruses.

9. Indirect loss

We will not cover indirect loss of any kind incurred by **you**.

10. Events occurring before cover started

This policy does not cover any loss, damage or liability that happened before cover under this policy started.

11. Deliberate Acts

This policy does not cover any loss or damage caused deliberately by **you** or anyone acting on **your** behalf.

12. Illegal Activities

This policy does not cover any loss or damage caused by or in connection with the insured property being used by **you**, **your** tenant or any lawful visitor for the conduct or attempted conduct of illegal activity.

Rights and responsibilities

1. **We** may enter any building caravan or boat where loss or damage has occurred and deal with any salvage.
However **you** must not abandon any property to **us**.
2. **We** may take over and deal with in **your** name the defence or settlement of any claim.
3. **We** may take proceedings in **your** name but at **our** expense to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make this recovery.
4. A person or company who is not party to this policy has no right under the Contract (Right 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.

Our Complaints procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

E-mail: askus@cornishmutual.co.uk

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:

Tel: 01872 277151

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give, you can contact the Financial Ombudsman Service to let them know.

The Financial Ombudsman Service

They can be contacted on:

Exchange Tower, Harbour Exchange Square, London E14 9GE

Tel: 0300 123 9123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Acts 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

For further information on the scheme you can visit the website at:

www.fscs.org.uk or write to:

Financial Services Compensation Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100 E-mail: enquiries@fscs.org.uk

Data Protection – Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at www.cornishmutual.co.uk/privacy-policy or you can contact us to request a copy.

What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: askus@cornishmutual.co.uk.

Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.

Data Protection – Information Uses

- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or askus@cornishmutual.co.uk or by writing to CMA House, Newham Road, Truro TR1 2SU.

Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

Privacy statement - ARAG

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. We will hold and process any such information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.



Head office: CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU

Tel: 01872 277151

email: askus@cornishmutual.co.uk www.cornishmutual.co.uk



Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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