

AIUA



**Farm Combined
Policy**

Introduction	3
The Contract	3
Your Obligations under the Policy	3
Steps to be taken if you cannot comply	4
Territorial Limit	4
Law Applicable	4
Schedule of Insurers	5
Administered By	5
Customers with Disabilities	6
Use of Language	6
Complaints Procedure	6
The Financial Services Compensation Scheme	7
How to Claim	7
Fair Processing Notice	8
Who are we?	8
What information do we collect?	8
How do we use your personal information?	8
Securing your personal information	9
When do we share your information?	9
How long do we keep your information for?	10
Your rights	10
Policy Definitions	11
General Exclusions	15
General Conditions	18
Applicable to Sections 1, 2 & 3 only	18
Applicable to Sections 4-19 only	18
Applicable to all sections	20
Household Sections - Words with Special Meanings	24
Section 1. Household Buildings	27
Section 2. Household Contents	35
Freezer Contents	42
Section 3. Household All Risks	43
Section 3A. Domestic Animals	46
Section 3B. Caravans	49
Section 4. Farm Buildings	51
Section 5. Farm Contents	58
Section 6. Livestock	63
Section 7. Loss of Revenue	71
Liability Insurance – Words with Special Meanings	81
Section 8. Employers Liability	83
Section 9. Public/Products Liability	86
Legal Defence Costs	94
Section 9A. Environmental Liabilities	95
Section 10. Money	103
Section 11. Milk in Tanks	106
Section 12. Goods in Transit	107
Section 13. Deterioration of Stock Insurance	108
Section 14. Farm All Risks	110
Section 15. Computer Equipment	113
Section 16. Hailstorm	124
Section 17. Personal Accident and Sickness	125
Section 18. Legal Expenses	133
Part A – Commercial Legal Expenses	138
Part B – Family Legal Expenses	145
Section 19. Terrorism	154

FARM COMBINED POLICY

Introduction

This is **your** Farm Combined Policy made up of the following:

- The schedule setting out details of this insurance, the operative sections including any operative clauses;
- The Policy Definitions, General Exclusions and General Conditions which apply to Sections 1/19 of the policy and which must be read with them;
- The Policy Sections, including their terms, conditions and exclusions.

The policy, policy schedule (including any schedule issued in substitution) and all operative clauses are to be read as one contract and words and expressions to which a meaning is given in:

- The Policy Definitions shall have the same meaning whenever they appear in Sections 1/19 except where amended by sectional definitions
- Each section of the Policy shall have the same meaning where it appears in that section.

The Contract

Your policy is a contract between **us**, the insurers, and **you**, the Policyholder.

In return for **you** having paid or agreed to pay the premium, **we** will indemnify **you** by payment or, at **our** option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingencies arising during the **period of insurance**, subject to the terms conditions and exceptions contained in the policy.

Important

This policy is a legal contract between **you** and **us** and designed to be as easy to understand as possible. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.

Your proposal, the schedule, **your** policy and any endorsements shall be considered as one legal document. It is important that **you** read all **your** documents carefully and let **your** insurance broker or adviser know immediately if the insurance does not meet **your** requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with **you** and avoid any misunderstandings.

Your Obligations under the Policy

The policy imposes certain obligations upon **you** which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be policy condition or **conditions precedent**. These are extremely important. If **you** are in breach of any of these obligations at the time of a loss, **we** will have no obligation to indemnify **you** in relation to any claim for that loss. However if a policy condition or **conditions precedent** is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **we** will not rely on the breach of that policy condition or **conditions precedent** to exclude, limit or discharge **our**

liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if you cannot comply

If **you** are unable to comply with any policy condition or **conditions precedent** **you** should contact **us** as soon as reasonably possible through **your** insurance adviser. **We** will decide whether **we** might be prepared to agree a variation in the policy. **All policy condition or conditions precedent remain effective unless you receive written confirmation of a variation from us through your insurance broker or adviser.**

You should keep a written record (including copies of letters) of any information **you** give **us**, or **your** insurance adviser, at inception, renewal or making variation to this policy.

Territorial Limit

This policy is only applicable to losses occurring in the United Kingdom, the Channel Islands and the Isle of Man unless noted otherwise.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise in writing **we** have agreed with **you** that the law which applies to this contract is the law of England and Wales.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you are based or if you are based in either the Channel Islands or the Isle of Man

Schedule of Insurers

SECTION(S)	INSURER(S)	PROPORTION
1-9, 10-16 & 19	AXA Insurance UK plc	100%
9A	XL Catlin Insurance Company UK Ltd	100%
17	Royal & Sun Alliance Insurance plc	100%
18	Markel International Insurance Company Ltd	100%

AXA Insurance UK plc Registered in England No 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD. A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

XL Catlin Insurance Company UK Ltd is registered in England No 5328622, at 20 Gracechurch Street, London, EC3V 0BG and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL Royal & Sun Alliance Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Abbey Legal Protection are a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited (the insurer), 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with the Abbey Legal Protection under unique market reference B6027APG2016001 (or renewal or replacement thereof).

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

Details about the extent of regulation is available upon request or can be checked on the FCA's register by visiting their website www.fca.org.uk/register.

Administered By

AIUA
Grimbald Crag Close
Knaresborough
HG5 8PJ
Tel: 0344 3460411

AIUA is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority

Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Registered in England No. 4070987

Your Cancellation Rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever ever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact your insurance adviser, at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

For termination of the contract by you after the first fourteen days or by us at any time please refer to the General Conditions within the policy wording.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact your insurance adviser, at the address shown on your policy schedule.

Use of Language

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

Complaints Procedure

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters promptly.

If you wish to make a complaint about our service you can contact us in one of the following ways:

- By telephoning 0344 346 0411 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Managing Director, AIUA, Grimbald Crag Close, Knaresborough, North Yorkshire, HG5 8PJ.
- By e-mail to reception@aiua.co.uk indicating "Complaint" in the subject field.

Please quote your policy number or the reference we have given you.

If we are unable to deal with your complaint immediately we will write to you promptly and inform you who is dealing with the complaint and when you can next expect a response.

If we believe the matter is the responsibility of another firm, either in whole or part, we will refer your complaint to that firm (or the part of your complaint they are responsible for), and inform you of this in writing. We will provide you with the other firm's contact details, who will then assume responsibility for your complaint or their part of it (we will continue to deal with the part we are responsible for if applicable).

We aim to conclude our investigations promptly. However, in some circumstances our investigations may take some time, and we will keep you fully informed. This means that we will write to you as soon as we have concluded our investigation or, if we have not been able to inform you of our decision within 4 weeks of receipt, we will contact you to let you know. If we are not able to reach a decision within 8 weeks, we will write to you again, either:

- concluding our investigation, or;
- advising you of when we expect to be able to conclude our investigation, or;
- advising you of your right to take your complaint to the Financial Ombudsman.

When we conclude your complaint we will write to you, giving you our "Final Response". This will tell you if we have upheld or rejected your complaint (in whole or in part), and if appropriate we will make an offer of redress.

On receipt of our Final Response, or if your complaint remains unresolved after 8 weeks of initially telling us, you may be able to refer your complaint to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal action.

The Financial Services Compensation Scheme

The insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.

How to Claim

To make a claim please contact your insurance adviser immediately or in case of an emergency out of office hours please contact 0330 123 0288. This number is charged at local rates.

Legal Expenses

In respect of legal expenses cover you should, as soon as you are aware of an incident, call the 24 hour Legal Advice helpline on 0333 234 2295 to get legal advice without delay.

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact us as soon as possible providing your policy number and brief details of the circumstances on 0333 234 2295 or by writing to/emailing us using the details below:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ

claims@abbeylegal.com

If you write to or email us a claim form will be sent to you for completion and this must be returned without delay.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

AIUA (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you

- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Policy Definitions

The Insured/You/Your

Sections 1/2/3 and 17

The person named as the insured in the policy schedule.

Sections 4 to 16 and 19

The person(s), company, partnership or unincorporated association named in the policy schedule carrying on the **business**.

For Sections 1 - 19 of this Policy the following Policy Definitions apply unless an alternative definition is stated:

The Company/The Insurers/we/us/our

Please refer to Page 5 of this policy document.

AIUA

AIUA, Grimbald Crag Close, Knaresborough, HG5 8PJ

Business

The business stated in the policy schedule.

Where the business stated in the policy schedule includes Farm or Farming the policy extends to include the following activities:

- (1) Agricultural Contracting (excluding the spraying of crops)
- (2) Residential Property Owner
- (3) Commercial Property Owner
- (4) Holiday Accommodation and Bed & Breakfast
- (5) Caravan Storage
- (6) Camping and Caravan Site proprietor
- (7) Sale of produce at farm shops, at farmers markets or at your farm gate
- (8) Provision of fishing rights on inland bodies of water and inland waterways
- (9) DIY Livery
- (10) Organiser of the shooting of winged game
- (11) Leasing of land to others for agricultural or horticultural purposes, gatherings where no admission fee is charged or charity events

Your turnover from any activity shown at 1-11 above must be no more than £10,000 per annum per activity. If **your** turnover exceeds £10,000 for any individual activity **you** must declare it and the activity must be noted on the policy schedule for cover to apply.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer

controlled or programmed machinery, equipment capable of processing data or similar devices, whether physically or remotely connected thereto.

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Condition Precedent

Any term expressed Condition Precedent is extremely important. If you are in breach of any of these obligations at the time of a loss, we will have no obligation to indemnify you in relation to any claim for that loss. However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, we will not rely on the breach of that Condition Precedent to exclude, limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Deadstock

Fuel, lubricants, wood shavings, fertiliser, animal medicines, agrochemicals and cleaning fluids.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in **your** books.

Excess

The first amount payable by **you** in the event of each and every loss after the application of average (if applicable). Any voluntary excess is additional to any standard excess stated in the policy or policy schedule.

Farm Buildings

Any building used for farming purposes including paved or made up yards, car parks, terraces and footpaths, the interior decorations, landlords fixtures and fittings within the buildings and walls, gates and fences around and pertaining to the buildings and used in connection therewith, all owned by **you** or for which **you** are legally responsible.

Farm buildings does not include glasshouses, refrigerated stores, pig arcs, calf huts, polytunnels and any other moveable or portable structures unless specified.

Great Britain

United Kingdom, Isle of Man and the Channel Islands

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hand Tools/Portable Power Equipment

Angle grinders, electric drills, hammers, spanners, wrenches, welders, power saws, power washers, moveable compressors and the like.

Livestock

Cattle, sheep, goats, pigs, wild boar, poultry, llamas, alpaca, ostriches, deer, working dogs and/or only the species showed as specifically insured in the policy schedule.

Cover is extended to include animal identification documents (maximum value £10,000 per loss).

Machinery

Agricultural implements plant and machinery and all other agricultural property

Excluding:

- (1) Collector's showpieces unless specified
- (2) Office Equipment & mobile phones/radios
- (3) Power driven vehicles, implements and accessories in so far as they are otherwise insured
- (4) Agricultural produce
- (5) **Livestock** and deadstock
- (6) Property which could be more specifically insured by any other item stated in the policy schedule
- (7) Landlords fixtures and fittings
- (8) All terrain vehicles/quad bikes
- (9) **Hand tools and portable power equipment.**

Modern Materials

Any materials other than traditional materials used in the construction of farm buildings or part thereof.

Period of Insurance

As stated in the policy schedule.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception

Produce

Agricultural produce including growing crops and purchased feed.

Excluding:

- (1) **Livestock**
- (2) Property more specifically insured
- (3) **Deadstock**
- (4) Any other item stated in the policy schedule.

Premises

Any premises within **Great Britain**, owned used or occupied by **you** for the purposes of the **business** except in respect of buildings which are at the address stated in the policy schedule

Specified Contingency

- Fire
- Lightning
- Explosion
- Aircraft and other aerial devices or articles dropped from them
- Earthquake
- Storm or flood
- Escape of water from any tank apparatus or pipe
- Falling trees
- Impact

Stack

Construction of straw or hay bales stored either outdoors or within a building. **We** will deem the hay or straw to be contained within one stack if

- 1) The distance between stacks stored outdoors is less than 50 metres

- 2) The distance between a stack stored outdoors and one within a building is less
- 3) The hay or straw is stored within a single building including extensions to that building.

Traditional Materials

Brick, stone, slate, tile, thatch or materials no longer in current standard usage in the construction of farm buildings.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

General Exclusions

This policy does not cover:

1. Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.
2. Mechanical, electrical or electronic fault or breakdown except as allowed for under Section 2 – Freezer Contents, Section 13 – Deterioration of Business Stock and Section 15 - Computers.
1. Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the insurance period starts or caused deliberately by **you** or **your** family.
4. Any other loss of any kind or description (except as specifically provided by this Policy) incurred by **you** or **your** family.
5. Loss of destruction of or damage to any property more specifically insured by or on **your** behalf.

Note: Exclusions 1-5 apply to all sections except Employers' Liability, Public/Product Liability, Personal Accident and Legal Expenses Insurance

6. Any expense, other loss, legal liability or any loss or destruction of, or damage to, property directly or indirectly caused by or contributed to by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Note: Exclusion 6 applies to all sections except Personal Accident and Legal Expenses Insurance.

7. Direct or indirect loss or damaged caused:
 - a) to **computer and electronic equipment** by its failing correctly to recognise **data** representing any date in such a way that it does not work properly or at all;
 - b) by **viruses or similar mechanism**or

legal expenses, legal benefits or liability arising directly or indirectly from:

- a) **computer and electronic equipment** failing correctly to recognize **data** representing any date in such a way that it does not work properly or at all;
- b) by **viruses or similar mechanism**

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

Note: Exclusions 7 a) and 7 b) do not apply Employers' Liability or Public/Product Liability.

Exclusion 7 b) does not apply to: Household Buildings, Household Contents or Household All Risks.

8. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event

- a) war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power
- b) confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority

Note: Exclusion 8 applies to all sections except Employers Liability and Terrorism.

Exclusion 8 b) applies to all sections except Public and Products Liability and Personal Accident.

9. Death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- a) directly or indirectly caused by or contributed to by or arising from
 - 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
- b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - i) dispersing radioactive material or ionising radiation or
 - ii) using atomic or nuclear fission or fusion or other like reaction

Note: Exclusion 9 b) applies to all sections except Household Buildings, Household Contents, Household All Risks, Employers Liability, Public/Products Liability and Personal Accident.

In relation to Employers Liability Section Exclusion 9a) only applies when **you** under a contract or agreement have undertaken to

- a) indemnify another party
- b) assume the liability of another party

10. **Electronic risks exclusion**

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

We will cover subsequent damage which is covered by this section, which itself results from a **specified contingency** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

Note: Exclusion 10 applies to all sections except Employers Liability, Public/Products Liability, Computer, Hailstorm, Personal Accident, Legal Expenses and Terrorism

11. **Terrorism Exclusion (Applicable to Sections 1-7, 10, 12-15)**

This insurance does not cover damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of

- 1. For England, Scotland, Wales, the Channel Island and the Isle of Man

- a. Any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. Any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
2. For Northern Ireland
- a. Any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. Any action taken in controlling, preventing suppressing or in any way relating to any act of **terrorism**
 - c. Riot, civil commotion (except for damage or interruption to the **business** caused by fire of explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
3. Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- a. Any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. Any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

In respect of private house(s) and their contents insured in the name of an individual **terrorism** is only excluded in respect of loss destruction or damage directly or indirectly caused by or contributed to by or in connection arising from biological or chemical pollution or contamination.

Definition – Terrorism

For England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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

For the Channel Islands and the Isle of Man: an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man: an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

General Conditions

Applicable to Sections 1, 2 & 3 only

Section 1	-	Household Buildings
Section 2	-	Household Contents
Section 3	-	Household All Risks, Domestic Animals and Caravans

1. Rights and Responsibilities

- (a) **We** may enter a building in which loss or damage has occurred and deal with the salvage. However, no property may be abandoned to **us**.
- (b) Persons seeking the protection of this policy must not admit, reject or negotiate any claim without **our** consent. **We** may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim. Further, **we** may take legal action in the name of any such person (at **our** expense and for **our** own benefit) to recover from others compensation in respect of anything covered by this policy.
- (c) **You** must give **us** all the help and information **we** may need to settle or defend any claim or to start legal proceedings.

2. Other Insurances

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same damage or liability or any part of it, **we** shall pay only **our** rateable proportion of the claim.

3. Transfer of interest

You may not transfer **your** interest in the policy without **our** written approval.

Applicable to Sections 4-19 only

Section 4	-	Farm Buildings
Section 5	-	Farm Contents
Section 6	-	Livestock
Section 7	-	Loss of Revenue
Section 8	-	Employers Liability
Section 9	-	Public/Products Liability
Section 10	-	Money
Section 11	-	Milk in Tanks
Section 12	-	Goods in Transit
Section 13	-	Deterioration of Business Stock
Section 14	-	Farm All Risks Section
Section 15	-	Computer Section
Section 17	-	Personal Accident and Sickness
Section 18	-	Legal Expenses
Section 19	-	Terrorism

1. Rights and Responsibilities

- (a) **We** shall be entitled to:
 - (i) enter any building where the loss, destruction or damage has happened and take and keep possession of the property and
 - (ii) deal with the salvage in any reasonable way, but no property may be abandoned to **us**.
- (b) **We** may, in the event of any occurrence resulting in any claim(s), under Public/Product Liability pay to **you** the Limit of Indemnity for such occurrence (but deducting such sum or sums already paid as damages in respect thereof) or any lesser

- amount for which the claim(s) can be settled and **we** shall thereafter be under no further liability in respect of such occurrence, except for costs and expenses incurred prior to the date of the payment.
- (c) **You** must notify **us** prior to or immediately if, during the **period of insurance**, there is any alteration in **your** ownership of the **business**, or if there is any alteration
- (i) in or to the **business**
 - (ii) due to the **business** being wound up or carried on by a liquidation or receiver or permanently discontinued
 - (iii) due to its disposal or removal
 - (iv) in respect of which **your** interest ceases except by operation of law
 - (v) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **premises**
 - (vi) to the facts or matters set out in the schedule or otherwise comprising the risk presentation made by **you** to **us** at inception, renewal or alteration of the policy, which materially increases risk of loss or damage as insured by this policy.

Should **you** be in any doubt as to whether information should be presented to **us**, **you** must

- discuss it with **your** insurance broker or adviser; or
- disclose it to **us**.

Upon being notified of any such alteration, **we** may, at **our** absolute discretion

- a) continue to provide cover under the appropriate section on the same terms
- b) restrict the cover provided by the section
- c) impose additional terms
- d) alter the premium
- e) cancel the section and, or the policy

If **you** fail to notify **us** of any such alteration, **we** may, at **our** absolute discretion

- (i) treat the appropriate section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **period of insurance**, if **we** would have cancelled the section and the policy had **we** known of the increase in risk
 - (ii) treat the section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the increase in risk
 - (iii) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **we** known of the increase in risk.
- (d) **You** must do and allow to be done anything reasonably practicable to reduce any loss, destruction, damage, injury, disease or interruption of or interference with the **business** which may be the subject of a claim under this policy.
- (e) If the premium for any section has been calculated on estimates given by **you**, then **you** must:
- (i) keep an accurate record containing all relevant particulars and at all times allow **us** to inspect **your** record
 - (ii) within one month, send to **us** any particulars and information that **we** may request.

The premium will be adjusted and the difference will be paid by or to **you** subject to any minimum premium that may apply.

- (f) **You** must not, without **our** consent in writing, accept liability, negotiate or make any offer, promise or payment in connection with any accident or claim which may be the subject of indemnity under this policy. **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim if **we** so desire. Further **we** shall be entitled to prosecute in **your** name (at **our** expense and for **our** benefit) any claim for

- indemnity or damages or otherwise.
- (g) In the event of a claim arising under any section (other than Employers' Liability, Public/Product Liability and Personal Accident Insurance) of this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against any company standing in relation of subsidiary to parent or parent to subsidiary to **you** as defined in Section 736 of the Companies Act, 1985 or any legislation made thereunder or in substitution thereof.

2. Reinstatement of Loss

After any loss the sum(s) insured, stated in the policy schedule is/are reduced by the amount of the loss for the remainder of the **period of insurance** in which the loss occurs, unless:

- (a) stated otherwise in the section or the policy schedule
- (b) **we** otherwise consent and **you** pay the appropriate additional premium to restore the sum(s) insured in full.

3. Other Insurances

- (a) If the insurance (other than in respect of Employers' Liability and Public/Products Liability) for any loss, destruction or damage for which a claim is made is also provided under any other policy, then **we** shall pay only that proportion of the claim which the insurance under this policy bears to the insurance provided under all the policies.
- (b) If at the time of any claim arising under Employers' Liability and Public/Products Liability there is or would be for the existence of this policy be any other insurance covering the same risk, or any part thereof, then **we** shall not be liable to contribute thereto, except in respect of any excess beyond the indemnity obtainable under such other insurance.

Applicable to all sections

1. Duty of Care

You must

- a) take all reasonable steps to avoid incurring liability and prevent loss or damage (including disease) to everything which is covered by this policy and to keep all property insured in good condition and good repair. If **you** do not, a claim may be rejected or payment could be reduced
- b) exercise reasonable care in the selection and supervision of employees.

2. Cancellation

- a) **You** may cancel this policy by giving **us** notice in writing. If **you** cancel the policy **you** may be entitled to a refund of premium in accordance with the following scale provided that no claim has been made during the current **period of insurance**. If **you** have made a claim or if one has been made against **you** and **you** are paying by instalments, **you** must pay the balance of the full annual premium. No refund of premium is allowed in respect of Section 19 Terrorism.

Period	Return Premium
In force for less than 31 days	80% return
In force for less than 62 days	70% return
In force for less than 93 days	50% return
In force for less than 124 days	40% return
In force for less than 186 days	15% return
In force for 187 days or more	Nil return

- b) Other than when policy condition (3) Fraud applies, **we** may cancel **your** policy
 - (i) by sending **you** 14 days written notice to **your** last known address.

We will return part of the premium paid proportionate to the unexpired **period of insurance**

- (ii) immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

If this policy or the Employers' Liability Section is cancelled any certificates of Employers' Liability Insurance are cancelled from the same date. Any copies should not be displayed at **your premises**.

3. Fraud

If **you** or anyone acting on **your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **you** any sums that **we** have already paid in respect of the claim.

We will also notify **you** if **we** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **you** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

4. Fair Presentation of the Risk

We are keen to work in partnership with **you** and avoid any misunderstandings.

- (1) **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.

Should **you** be in any doubt as to whether information should be presented to **us**, **you** must

- discuss it with **your** insurance broker or adviser, or
- disclose it to **us**.

- (2) **We** may, at **our** absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

- (a) deliberate or reckless; or
- (b) of such other nature that, if **you** had made a fair presentation, **we** would not have issued the policy.

We will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

- (3) If **we** would have issued the policy on different terms had **you** made a fair presentation, **we** will not avoid the policy (except where the failure is deliberate or reckless) but **we** may instead, at **our** absolute discretion:

- (a) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or

- (b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

For the purposes of this condition references to:

- (i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- (ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- (iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the policy as the context requires,
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

5. Subjectivity

If this policy has been issued or renewed subject to the following requirements:

- (1)
 - (a) **you** providing **us** with any additional information requested,
 - (b) **you** completing any actions agreed between **you** and **us**,
 - (c) **you** allowing **us** to complete any actions agreed between **you** and **us**.

by the required date(s),

- (2) **you** allowing **us** access to the **premises**, **your** contract sites, and, or the **business**, to carry out survey(s), within 60 days of the inception or renewal date, unless **we** agree otherwise in writing,
- (3) **you** complying with all survey risk improvements to make alterations to the **premises** or contract sites by the required date(s),

and **you** do not complete these requirements by the required date(s), then **we** may at **our** absolute discretion:

- (a) modify the premium,
- (b) issue a mid-term amendment to the policy, or section terms, conditions and exclusions,
- (c) exercise **our** right to cancel the policy,
- (d) leave the policy or section terms, conditions and exclusions, and the premium, unaltered.

We will contact **you** with **our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **you** and, or any decision by **us** will take effect. If the premium terms or conditions are amended by **us** then **you** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **you** elect to reject the revised basis of premium, terms and conditions then **you** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current **period of insurance**.

If **we** exercise **our** right to cancel the policy then **you** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current **period of insurance**.

To the extent that this condition conflicts with any other cancellation condition then this condition shall prevail.

Except in so far as they are expressly varied by this condition all of the terms, conditions, exclusions and limits of this policy and of the sections of the policy shall continue to apply until **we** advise **you** otherwise.

6. Claims Notification (except that, in respect of Section 9A, the Conditions in that Section shall apply)

- (a) If loss or damage occurs which may result in a claim **you** must:
- (i) tell the police as soon as **you** can about any theft (or attempted theft), malicious damage or vandalism or any loss of money, credit cards, jewellery or other valuables.
 - (ii) tell the issuing company immediately of the loss of any insured credit card.
 - (iii) tell **us** as soon **you** can and no later than 30 thirty days afterwards (no later than seven days for riot damage)
 - (iv) supply **us**, at **your** own expense, with any details and particulars that **we** may reasonably ask for.
- (b) If **you** learn of any incident which might result in a legal liability claim under this policy **you** must:
- (i) tell **us** immediately and provide full details in writing as soon as possible.
 - (ii) send to **us** without delay any letter of claim, writ, summons or other legal document served on **you** or **your** household.
 - (iii) supply **us**, at **your** expense, with any details and particulars that **we** may reasonably ask for.

7. Financial or Trade Sanctions

No **insurer** shall be deemed to provide cover and no **insurer** shall be liable to pay any claim or provide any benefit hereunder the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **insurer** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8. Arbitration

If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference will be referred to an Arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at that time. Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against **us**.

Household Sections - Words with Special Meanings

This part of the policy sets out the words which have a special meaning under Sections 1, 2 and 3. Each word is listed together with its meaning.

Accidental Damage

Sudden, unexpected and visible damage which has not been caused on purpose

Buildings

The **home**, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, bridges, walls, fences, hedges and gates.

Buildings does not include aerials and satellite receiving equipment.

Contents

Household goods, personal items, personal documents up to £1,000, aerials and satellite receiving equipment, ride on golf trolleys, bicycles, **money** up to £1,000, **your** improvements and decorations if **you** are a tenant and any fittings which do not form part of the structure of the building, owned by **your family** or which is **your family's** responsibility under contract. Clothing and personal effects belonging to any resident domestic employee or lawful visitor up to a maximum of £500 per employee/visitor.

Contents does not include:

- Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs** and ride on golf trolleys) mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hand gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed
- Animals
- Anything used for trade, professional or business purposes except as allowed for under **office equipment**
- Credit cards

Credit cards

Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, owned by **you** or **your family's** responsibility under contract.

Credit cards does not include store loyalty cards or credit cards used or held for any trade, professional or business purposes.

Electronic data downloads

Non recoverable electronic data, legally downloaded by **your family** from a legitimate website.

Heave

Upward and or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The house or flat at the address shown on **your** schedule, its garages, greenhouses and outbuildings, all used for domestic and farming business administration purposes only.

Limit/Sum Insured

The maximum amount **we** will pay under this policy as shown in **your** schedule or in this policy wording.

Money

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **your family** or **your family's** responsibility under contract.

Money does not include:

- Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection
- Money used or held for any trade, professional or business purposes.

Office Equipment

Computer Equipment including keyboards, printers, monitors, modems, facsimile machines, photocopiers, telephone equipment (excluding mobile phones), answering machines and any other office equipment or furniture used in connection with the **business**.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes, for more than 60 days in a row.

Unoccupied

When **your home** has not been lived in by **your family** or by anyone who has **your** permission, for more than 60 days in a row.

Your family

You or any of the following people providing they normally live with **you**:

- Your husband, wife or partner
- Children (including foster children)
- Your relatives
- Your domestic employees

Wheelchairs

Any wheelchair or similar electric scooter specifically designed for the disabled or infirm.

Section 1. Household Buildings

This part of the policy sets out the cover **we** provide for **your buildings** subject to the sum insured or limit shown on **your** schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
Damage to your buildings caused by the following:	
1. Fire, smoke, lightning, explosion, or earthquake	<ul style="list-style-type: none"> ▪ Damage by smoke from air pollution.
2. Storm or Flood	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage by frost. ▪ Damage to fences, hedges or gates.
3. Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or heating systems. Oil escaping from a fixed heating system.	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage to the appliance or system which the water or oil escapes unless freezing causes the damage ▪ Damage while your home is unoccupied or unfurnished. ▪ Damage by sulphate reacting with any materials from which your home is built. ▪ Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings.
4. Riot, civil commotion.	<ul style="list-style-type: none"> ▪ The excess.
5. Malicious acts or vandalism.	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage while your home is unoccupied or unfurnished ▪ Damage when your home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of your home.
6. Theft or attempted theft.	<ul style="list-style-type: none"> ▪ The excess ▪ Damage while your home is unoccupied or unfurnished ▪ Damage when your home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of your home.
7. Subsidence or heave of the site on which your buildings stand or of land belonging to your buildings , or landslip.	<ul style="list-style-type: none"> ▪ The excess ▪ Damage to patios, terraces, footpaths, swimming pools, tennis courts, garden ponds, statues and fountains permanently fixed into the ground, drives including bridges, walls, fences, hedges and gates unless your home is damaged by the same cause and at the same time.

	<ul style="list-style-type: none"> ▪ Damage to solid floor slabs or damage caused by solid floors moving unless the foundations of the external walls of your home are damaged by the same cause and at the same time ▪ Damage caused by structures bedding down or settlement of newly made up ground. ▪ Damage caused by the coast of a riverbank being worn away. ▪ Damage caused by or from demolition, alterations or repair to your home. ▪ Damage caused by sulphate reacting with any materials from which your home is built
8. Falling trees, branches, telegraph poles, Lampposts or wind turbines	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage caused by the felling lopping or pruning of trees
9. Falling aerials or satellite receiving Equipment, their fittings or masts	<ul style="list-style-type: none"> ▪ The excess.
10. Impact involving vehicles, aircraft or anything dropped from them, or animals	<ul style="list-style-type: none"> ▪ The excess. ▪ Damaged caused by domestic pets
<p>11. Accidental damage to your buildings.</p> <p>Damage caused by external means, other than a deliberate act of your family.</p> <p>Paragraph 11 applies only when the basis of cover stated in the schedule is Super</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage while your home is unoccupied or unfurnished. ▪ Damage caused by tenants or members of their household. ▪ Damage by water entering your home other than by storm or flood. ▪ Damage by mechanical, electrical or electronic fault or breakdown. ▪ Damage by or from subsidence, heave, landslip, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings. ▪ Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover. ▪ Damage caused by the coast or a riverbank being worn away. ▪ Damage caused by demolition, alteration or repair to your home. ▪ Damage caused by or from poor or faulty design, workmanship or materials. ▪ Damage caused by sulphate reacting with any materials from which your home is built.

In addition, we provide the following cover subject to the Sum Insured or Limit.	
WHAT IS COVERED	WHAT IS NOT COVERED
<p>12. If there has been damage to your buildings by cause 1 – 11 of this section and your home is uninhabitable, we will pay:</p> <ul style="list-style-type: none"> • rent you would have received but have lost including ground rent. • the reasonable additional costs of similar short-term accommodation for your family and also for any pets living with you including your private horses stabled at your home. • the reasonable additional costs of similar short term accommodation for your tenant if they are your employee and the provision of accommodation is a condition in their written contract of employment 	<ul style="list-style-type: none"> ▪ Any amount exceeding 20% of the sum insured on buildings (up to a maximum of £100,000) applicable at the time the loss or damage occurred, ▪ Any costs your family would have to pay once your home becomes habitable again. ▪ Any costs you agree to pay without our written permission. ▪ Any costs arising from damage by any cover listed elsewhere in the Household Buildings section and which is specifically excluded under that cover.
<p>13. Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to and from your home, for which your family is legally responsible.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage while your home is unoccupied or unfurnished. ▪ Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. ▪ Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings. ▪ Damage by any cover listed elsewhere in the Household Buildings section and which is specifically excluded under that cover. ▪ Damage caused by the coast or a riverbank being worn away. ▪ Damage caused by demolition, alteration or repair to your home. ▪ Damage caused by or from poor or faulty design, workmanship or materials. ▪ Damage caused by sulphate reacting with any materials from which your home is built.
<p>14. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Breakage while your home is unoccupied or unfurnished. ▪ The replacement cost of any part of the item other than the broken glass.
LEGAL LIABILITY:	

<p>15. The legal liability of your family as owner of your buildings and land belonging to your home, to pay damages and costs to others which arise from any single event occurring during this insurance period which result in</p> <p>i) accidental death, disease, illness or accidental physical injury to anyone</p> <p>ii) accidental damage to physical property.</p> <p>Limit of liability</p> <p>The most we will pay is £10,000,000 plus defence costs agreed by us in writing.</p>	<ul style="list-style-type: none"> ▪ Any buildings, land or contents owned by or the legal responsibility of your family. ▪ Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you). ▪ Liability arising from any employment, trade, profession or business (other than the accommodation of paying guests) of any of your family. ▪ Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement. ▪ Liability arising from the Party Wall etc Act 1996. ▪ Liability covered by any other policy. ▪ Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by: <ul style="list-style-type: none"> - a sudden unexpected incident, or - oil or water escaping from a fixed oil or fixed water installation, and, which was not the result of an intentional act and which occurs during any 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.
<p>16. Legal liabilities which result from the ownership of any home previously occupied by you and insured by us and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as you do not have this cover under another policy.</p> <p>Limit of liability</p> <p>The most we will pay is £10,000,000 plus defence costs agreed by us in writing.</p>	<ul style="list-style-type: none"> ▪ Any home previously owned and occupied by you in which you still hold legal title or have an interest. ▪ Any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you. ▪ Anything owned by or the legal responsibility of your family. ▪ Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you). ▪ Liability arising from any employment, trade, profession or business (other than the accommodation of paying guests) of any of your family. ▪ Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement.

	<ul style="list-style-type: none"> ▪ Liability arising from the Party Wall etc Act 1996. ▪ Liability covered by any other policy
<p>17. In the event of:</p> <p>a. accidental loss or theft of the keys to the external doors of the home, or to safes or alarms in the home</p> <p>b. accidental damage to the lock of the external doors to your home, or to safes or alarms in the home</p> <p>at our option we will pay the cost of buying new keys or changing parts of the locks or replacing the locks.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage when your home is lived in solely by anyone other than your family. ▪ Damage to locks caused by mechanical, electrical or electronic fault or breakdown. ▪ The replacement cost of any part of the item other than the replacement lock or key. ▪ Any amount exceeding £25,000 in any one period of insurance including any payments under Section 2 – Household Contents.
<p>18. a. Legal fees incurred in repossessing your house following occupation by squatters.</p> <p>b. Costs for water, electricity or gas which you are responsible for arising from their unauthorised use by persons occupying the buildings without your permission.</p>	<ul style="list-style-type: none"> ▪ Legal fees incurred in repossessing your house which is not your permanent place of residence ▪ Legal fees incurred in repossessing your house from any person(s) who have at any time lived in your house with your actual or implied consent or agreement ▪ Any amount exceeding £15,000 in respect of legal fees. ▪ Any amount exceeding £25,000 in respect of water, electricity or gas.
<p>19. We will pay reasonable costs and expenses incurred with our consent to find and access the point of escape of:</p> <p>a) a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings or contents including rectifying the damage caused in tracing the escape;</p> <p>b) a water leak from the underground service pipe for which you are legally responsible outside the home but at the address shown in the schedule.</p>	<ul style="list-style-type: none"> ▪ Costs or expenses incurred where Damage results solely from a change in the water table level ▪ Any amount exceeding £25,000. ▪ Leaks that happen outside the period of insurance.
<p>20. Cover while you are selling your home. If between the dates you exchange contracts and the date you complete the sale, your home is damaged by anything insured under covers 1 – 11 or 13 - 14 of this section, the buyer shall be entitled to the benefit of this cover once the sale has been</p>	<ul style="list-style-type: none"> ▪ This cover does not apply if insurance on the buildings of the home has been arranged by or for the buyer. ▪ Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.

completed.	
21. Damage to gardens and your buildings by the emergency services. i) We will pay for damage to gardens at your home by the emergency services attending your home as a result of damage by covers 1 – 11 of this section ii) We will pay for damage to your buildings caused by the emergency services while getting into your home to deal with an emergency.	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.
22. We will pay to restore your garden if it is damaged as a result of covers 1 – 6 and 10 of this section during the period of insurance .	<ul style="list-style-type: none"> ▪ Any amount exceeding £500 to remove or replace any one tree, shrub or plant. ▪ Any amount exceeding £5,000 in respect of any one claim. ▪ Loss or damage arising from bonfires or the burning of waste.
23. We will pay expenses reasonably incurred by you in extinguishment or attempting to extinguish fire involving the property insured.	<ul style="list-style-type: none"> ▪ Any amount exceeding £25,000 in any one period of insurance
24. We will pay expenses reasonably incurred with our written consent to improve the home security system and other security systems including a personal security review if you suffer a bodily assault in the home during the period of insurance	<ul style="list-style-type: none"> ▪ Any amount exceeding £5,000 in any one period of insurance
25. We will pay expenses reasonably incurred by you in clearing and removing diesel, oil or fertiliser from land within the boundaries of your home that has escaped from its normal confines following a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any period of insurance .	<ul style="list-style-type: none"> ▪ Any amount exceeding £25,000 including any payments under Section 2 – Household Contents, Section 4 – Farm Buildings and Section 5 – Farm Contents in any one period of insurance
26. We will pay expenses incurred by you in clearing and removing waste illegally deposited by third parties within the boundaries of your home .	<ul style="list-style-type: none"> ▪ The first 10% of every claim subject to a minimum contribution from you of £250. ▪ Any amount exceeding £5,000 including any payments under Section 2 – Household Contents in any one period of insurance
27. We will pay expenses reasonably incurred in cleaning, clearing or repairing drains, gutters and sewers as a result of damage by covers 1-11 of this section.	<ul style="list-style-type: none"> ▪ Any amount exceeding £10,000.
28. We will pay the cost of gas lost as a result of damage by covers 1-11 of this section.	<ul style="list-style-type: none"> ▪ Damage while your home is unoccupied or unfurnished ▪ Any amount exceeding £10,000.
29. We will pay expenses reasonably incurred in removing fallen trees and branches from the premises .	<ul style="list-style-type: none"> ▪ Any amount exceeding £2,500 in any one period of insurance ▪ Any expenses incurred as a consequence of the felling lopping or pruning of trees
30. We will pay for the removal of wasps',	<ul style="list-style-type: none"> ▪ Any amount exceeding £1,000 in any one

bees', cockroaches', mice or rats' nests from your Home	period of insurance
<p>31. We will pay the cost of land agent fees incurred in monitoring preparing and negotiating a valid claim for loss or damage insured by this section.</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding £10,000 including payments for the same event under Section 2 - Household Contents Section 4 - Farm Buildings and Section 5 - Farm Contents in any one period of insurance ▪ Any costs or expenses incurred by your insurance broker or insurance agent in preparing a claim on your behalf
<p>32. We will pay for loss of or damage to contract works and associated goods and materials at the premises for the purpose of alterations or improvements to existing buildings and for which you are responsible.</p> <p>This extension shall only apply where</p> <p>a) the contract works and associated goods and materials are not otherwise insured, and</p> <p>b) the contract price does not exceed 10% of the existing buildings sum insured or £100,000 whichever is the lower.</p>	<ul style="list-style-type: none"> ▪ The first £250 of each and every claim
<p>33. In connection with plant hired to you and for which you are responsible under the terms of a hire agreement for use in connection with alterations or improvements to existing buildings at the premises. We will pay for</p> <p>a) damage to plant hired</p> <p>b) continuing hiring charges for hired in plant following damage insured by this extension</p> <p>whilst the hired in plant is at your premises or in transit between your premises or to and from the person or organisation hiring the plant to you.</p>	<ul style="list-style-type: none"> ▪ Any amount in excess of £10,000 in respect of any one claim. ▪ The equivalent of the first 48 hours hire charge for each item of hired in plant ▪ Any amount in excess of the equivalent of 90 days hire charge for each item of hired in plant ▪ Continuing hire charges in respect of scaffolding or tower cranes ▪ Damage to or continuing hiring charges in respect of hired in plant caused by or arising from your wilful act and/or your wilful neglect of the hired in plant ▪ Any claim for damage or continuing hiring charges arising under hire conditions other than the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association unless such conditions have been notified to and agreed by us in writing.

Claims settlement

1. **We** will pay the cost of work carried out in repairing or replacing the damaged parts of the **buildings**, including subject to **our** prior agreement fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon **you** before the damage occurred or these relate to undamaged parts of the **buildings**.

2. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the **buildings**. If the **buildings** have not been maintained in a good state of repair **we** will pay the cost of repair or replacement less a deduction for wear and tear.

Full rebuilding cost means the full cost of rebuilding all the **buildings** in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and associated costs.

Alternatively, if the repair or replacement is not carried out **we** will pay the reduction in market value of the **home** resulting from the damage not exceeding what it would have cost to repair the damage to the **buildings** if the repair work had been carried out without delay.

We will not pay for the cost of replacing or repairing any undamaged part of the **buildings** which forms part of a suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

The maximum amount payable in respect of any one claim under paragraphs 1 – 11 or 13 – 14 is the sum insured (less any **Excess**) shown in the schedule.

Special Condition of Average

If at the time of any loss or damage the sum insured is less than 85% of the full rebuilding cost, **we** will only pay for that proportion only of any loss or damage which the sum insured bears to such amount. Any **Excess**, if applicable, shall be applied after the special condition of average.

Inflation Protection

The sum insured on the **buildings** is the amount shown in the schedule adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an alternative index. **Your** annual premium will be based on the adjusted sum insured.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

Section 2. Household Contents

This part of the policy explains the cover **we** provide for the **contents** in **your home** subject to the sum insured or limits shown on **your** policy schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
Loss or damage to contents in your home caused by the following:	
1. Fire, smoke, lightning, explosion or earthquake	<ul style="list-style-type: none"> ▪ Damage by smoke from air pollution.
2. Storm or flood	<ul style="list-style-type: none"> ▪ The excess.
3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems, aquarium or waterbed. Oil escaping from a fixed heating system.	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage while your home is unoccupied or unfurnished. ▪ The cost of the water or oil itself
4. Riot, civil commotion.	<ul style="list-style-type: none"> ▪ The excess.
5. Malicious acts or vandalism.	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage while your home is unoccupied or unfurnished. ▪ Damage when your home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of your home.
6. Theft or attempted theft	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss by deception unless the only deception was someone tricking their way into your home. ▪ Loss or damage by your family ▪ Except where there is forcible and violent entry or exit: <ul style="list-style-type: none"> – Loss of money – Loss or damage while your house is wholly or partly lent, let or sublet or is not self contained – Loss or damage arising from the use of your home as Bed and Breakfast accommodation ▪ Loss or damage while your home is unoccupied or unfurnished.
7. Subsidence or heave of the site on which your home stands or of land belonging to your home or landslip	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage caused by solid floors moving unless the foundations of the outside walls of your home are damaged by the same cause and at the same time. ▪ Loss or damage caused by structures bedding down or settlement of newly made up ground. ▪ Loss or damage caused by the coast or a riverbank being worn away. ▪ Loss or damage caused by or from demolition, alteration or repair to your home ▪ Loss or damage caused by or from poor or

	faulty design, workmanship or materials.
8. Falling trees, branches, telegraph poles, lamp posts or wind turbines	<ul style="list-style-type: none"> ▪ The excess. ▪ The cost of removing the fallen article(s) unless it has given rise to a valid claim under this item and our consent has been obtained
9. Falling aerials or satellite receiving equipment, their fittings or masts	<ul style="list-style-type: none"> ▪ The excess.
10. Impact involving vehicles, aircraft or anything dropped from them, or animals.	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage by domestic pets
This section also provides insurance in your home against:	
<p>11. If there has been damage to your contents by covers 1-10 or 14 of this section and your home is uninhabitable, we will pay</p> <p style="padding-left: 40px;">i) the reasonable additional cost of similar short term accommodation for your family and also for any pets living with you including your private horses stabled at your home.</p> <p style="padding-left: 40px;">ii) the cost of temporary storage of your contents.</p> <p>If you are a tenant and your home is uninhabitable as a result of damage caused by covers 1-10 or 14 of this section, and provided no other insurance covers this loss we will pay</p> <p style="padding-left: 40px;">i) the reasonable additional cost of similar short-term accommodation for your family and also for any pets living with you including your private horses stabled at your home.</p> <p style="padding-left: 40px;">ii) the cost of temporary storage of your contents</p> <p style="padding-left: 40px;">iii) the amount of rent which you remain legally responsible to pay as a tenant.</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding 25% of the sum insured on contents applicable at the time the loss or damage occurred. ▪ Travelling expenses other than those expenses incurred in travelling to and from the places of work or the education establishments where you and other members of your family permanently residing with you or are either employed or being educated. ▪ Any costs your family would have to pay once your home becomes habitable again. ▪ Any costs you agree to pay without our written permission. ▪ The cost of alternative accommodation for anyone who is not a member of your family. ▪ Any costs arising from loss or damage to any cover listed in the contents section and which is specifically excluded under that cover.
12. Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture.	<ul style="list-style-type: none"> ▪ The excess. ▪ The replacement cost of any part of the item other than the broken glass. ▪ Breakage while your home is lent, let or sub-let to anyone other than your family.
13. Accidental damage to televisions, satellite or digital receivers (including aerials and satellite dishes fixed to your home), audio and video entertainment equipment, computer equipment and games consoles while in your home .	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage while your home is lent, let or sub-let to anyone other than your family ▪ Damage by water entering your home other than by storm or flood. ▪ Damage by any cover listed elsewhere in the contents section and which is specifically excluded under that cover.
14. Accidental loss or accidental damage to contents not listed in paragraphs 12 and 13	<ul style="list-style-type: none"> ▪ The excess. ▪ Deterioration of food ▪ Loss or damage caused by tenants or members of their household. ▪ Loss or damage while your home is unoccupied or unfurnished.

<p>Paragraph 14 applies only when the basis of cover stated in the schedule is Super</p>	<ul style="list-style-type: none"> ▪ Loss or damage by water entering your home other than by storm or flood. ▪ Loss or damage by any cover listed elsewhere in the contents section and which is specifically excluded under that cover.
<p>15. Wedding, Civil Partnerships and Birthday Gifts. For one month before and one month after the wedding day, civil partnership ceremony or birthday of any of your family the sum insured for contents in your home is increased by 10%.</p>	<ul style="list-style-type: none"> ▪ Loss or damage by any cover other than covers 1-10 or 14. ▪ Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.
<p>16. Religious Festival Increase. For one month before and one month after a religious festival the sum insured for contents in your home is increased by 10%.</p>	<ul style="list-style-type: none"> ▪ Loss or damage by any cover other than covers 1-10 or 14. ▪ Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.
<p>17. Accidental loss at your home of metered water and oil from the domestic heating system.</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding £10,000
<p>18. In the event of:</p> <ol style="list-style-type: none"> a. accidental loss or theft of the keys to the external doors of the home, or to safes or alarms in the home b. accidental damage to the lock of the external doors to your home, or to safes or alarms in the home <p>At our option we will pay the cost of buying new keys or changing parts of the locks or replacing the locks.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage when your home is lived in solely by anyone other than your family. ▪ Damage to locks caused by mechanical, electrical or electronic fault or breakdown. ▪ The replacement cost of any part of the item other than the replacement lock or key. ▪ Any amount exceeding £25,000 in any one period of insurance including any payments under Section 1 – Household Buildings.
<p>19. Accidental damage to office equipment used for business or personal purposes.</p>	<ul style="list-style-type: none"> ▪ Damage excluded in paragraph 14 ▪ Any amount exceeding £10,000.
<p>20. In the event of loss or damage by any cause insured against under paragraphs 1–10 to deeds or documents we will pay for the clerical cost of the reproduction of such documents.</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding £5,000.
<p>21. If you or your spouse dies as a direct result of a fire or theft occurring at the buildings during the continuance of this Section, we shall pay a total of £10,000.</p>	<ul style="list-style-type: none"> ▪ Injury to you or your spouse if he or she does not normally live at the same address as you.
<p>22. We will insure you for all sums which you become legally liable to pay as a tenant of your home, but not as the owner. These must be as a result of any of the following:</p> <ol style="list-style-type: none"> 1. Loss or damage by any of the Covers 1 to 10 to <ul style="list-style-type: none"> • Your home • Interior decorations 	<ul style="list-style-type: none"> • Any exclusion listed against any of the Covers 1 to 10 of this section • Your liability for any loss or damage which happens as soon as your house becomes unoccupied or not furnished enough to live in. • The cost of maintenance and normal redecoration

<p>2. Accidental breakage of fixed glass or sanitary fittings</p> <p>3. Accidental damage to underground service pipes and cables</p> <p>The most we will pay under this extension is 20% of the contents sum insured as shown on your latest schedule</p>	<ul style="list-style-type: none"> • Your liability for any loss or damage which happens as soon as your house becomes unoccupied or not furnished enough to live in. • The cost of maintenance and normal redecoration • Your liability for any loss or damage which happens as soon as your house becomes unoccupied or not furnished enough to live in. • The cost of maintenance and normal redecoration
<p>23. The cost of replacing electronic data downloads following loss or damage to contents by covers 1-10 or 14 of the contents section of this policy.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ The cost of remaking or recreating a disc, tape or film. ▪ Any data not commercially available at the time of the loss. ▪ Damage by any cover listed in the contents section and which is specifically excluded under that cover. ▪ Any amount exceeding £2,500.
<p>When not in your home the Contents are insured against:</p>	
<p>24. Loss or damage by any cause insured by paragraphs 1–10 occurring in the open within the boundaries of the land belonging to your home</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Any amount exceeding £5,000 ▪ Damage by smoke from air pollution. ▪ Damage while your home is unoccupied or unfurnished. ▪ Damage while your home is lent, let or sub-let to anyone other than your family.
<p>25. Loss or damage by any cause insured against under paragraphs 1, 4, 5, 6 and 10 occurring in the open within the boundaries of the land belonging to your home to trees, shrubs, hedges, bushes, lawns and plants.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Any amount exceeding £1,000 ▪ Damage by smoke from air pollution. ▪ Damage while your home is unoccupied or unfurnished. ▪ Damage while your home is lent, let or sub-let to anyone other than your family.
<p>26. Loss or damage by any cause insured by paragraphs 1–10 occurring while temporarily removed:</p> <p>a. within the British Isles into any bank, safe deposit, occupied private dwelling or into any building where the insured is residing or carrying on business</p> <p>b. elsewhere in the British Isles</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding 20% of the sum insured on the contents ▪ In respect of b. loss or damage: <ul style="list-style-type: none"> - in any furniture depository - by theft unless there is forcible and violent entry into or exit from a building - by collision while in transit or on the person
<p>27. Accidental loss or damage to your contents while a professional removal firm are moving your contents from your</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Damage to china, glass, pottery, earthenware or other items of a brittle

<p>home directly to your new permanent home in the British Isles.</p>	<p>nature unless they have been packed by professional packers</p> <ul style="list-style-type: none"> ▪ Loss or damage while your contents are in storage or being moved to or from storage. ▪ Money, stamps, precious stones, jewellery and works of art
<p>As well as insuring your contents in your home, we also provide the following cover subject to the limit of liability shown below.</p>	
<p>28. The legal liability of your family:</p> <ul style="list-style-type: none"> i) as occupier of your home and its land; ii) as private individuals, including temporary visits to any country in the world in which you do not own a property; iii) as an employer to any of your family's domestic employees; <p>to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:</p> <ul style="list-style-type: none"> i) accidental death, disease, illness or accidental physical injury to anyone; or ii) accidental damage to physical property. <p>Limit of Liability</p> <p>The most we will pay is £10,000,000</p> <p>We will also pay defence costs agreed by us in writing.</p>	<ul style="list-style-type: none"> ▪ Damage to property belonging to or held in trust by or in the custody or control of your family ▪ Injury, death, illness or disease to any of your family (other than domestic employees who normally live with you). ▪ Liability arising from any employment, trade, profession or business of any of your family other than the accommodation of a maximum of six paying guests ▪ Liability accepted by any of your family under any agreement unless the liability would exist without the agreement. ▪ Liability arising from any of your family passing on any disease or virus. ▪ Liability arising from any of your family owning land or buildings. ▪ Liability arising from The Third Party Wall etc Act 1996. ▪ Liability arising from the ownership or use of: <ul style="list-style-type: none"> i) any motor vehicle, including children's vehicles (other than garden machinery, wheelchairs or ride on golf trolleys) whether licensed for road use or not; ii) any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models) iii) gliders, hang gliders, caravans or trailers. ▪ Liability covered by any other policy. ▪ Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by: <ul style="list-style-type: none"> - a sudden unexpected incident, or - oil or water escaping from a fixed oil or fixed water installation, and, which was not the result of an intentional act and which occurs during any 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.
<p>29. We will pay expenses reasonably and necessarily incurred by you in clearing and</p>	<ul style="list-style-type: none"> ▪ Any amount exceeding £25,000 including any payments under Section 1 – Household

removing diesel, oil or fertiliser from land within the boundaries of your home that has escaped from its normal confines following a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any period of insurance .	Buildings, Section 4 – Farm Buildings and Section 5 – Farm Contents in any one period of insurance
30. We will pay expenses incurred by you in clearing and removing waste illegally deposited by third parties within the boundaries of your home .	<ul style="list-style-type: none"> ▪ The first 10% of every claim subject to a minimum contribution from you of £250. ▪ Any amount exceeding £5,000 including any payments under Section 1 Household Buildings in any one period of insurance
31. We will pay the cost of land agent fees incurred in monitoring preparing and negotiating a valid claim for loss or damage insured by this section.	<ul style="list-style-type: none"> ▪ Any amount exceeding £10,000 including payments for the same event under Section 1 Household Buildings Section 4 Farm Buildings and Section 5 Farm Contents in any one period of insurance ▪ Any costs or expenses incurred by your insurance broker or insurance agent in preparing a claim on your behalf

Claims settlement

We will settle **your** claim less any **excess** and subject to any limits shown in the schedule as explained below, subject to the maximum amount payable.

1.
 - a. Where the damage can be economically repaired, **we** will either arrange or authorise repair and **we** will pay the cost of repair.
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will either replace it or authorise replacement and pay the cost of replacement. If a replacement is not available **we** will either replace it or authorise replacement with an item of similar quality.
 - c. In the case of articles lost or totally destroyed by the insured cause **we** shall replace or, at **our** discretion, pay the cost of replacement as new. If such property is not replaced or repaired settlement will be made on the basis of market value at the time of the loss.
 - d. At **our** option **we** will make a cash settlement equal to the cost of replacement or repairs.
2. For clothing, a deduction for wear and tear may be made.
3. The sum insured must be sufficient to replace all property insured by this section on the above basis (see special condition of average)
4. **We** will pay for the cost of replacing or repairing any undamaged part of the **contents** which forms part of a suite set or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part. The most that **we** will pay for any one suite set or common part is £5,000 unless specified on the schedule.

The maximum amount payable in respect of any one claim under paragraphs 1-10, 12-14 and 27 is the sum insured (less any **excess**) subject to any limits shown in the schedule.

Special Condition of Average

If at the time of any loss or damage the sum insured is less than 85% of the cost of replacing all the **contents** as new, **we** will only pay for that proportion of any loss or damage which the

sum insured bears to such value. Any **excess**, if applicable, shall be applied after the special condition of average.

Inflation protection

The sum insured on **contents** and the high risk limits are the amounts shown in the schedule adjusted monthly in line with the Consumer Durables Section of the Retail Price Index prepared by the Department of Employment or an alternative index. **Your** annual premium will be based on the adjusted sum insured and limits.

Contents Limits

In respect of the following property, the total amount **we** shall pay for any one claim shall not exceed the limit(s) shown:

	Limit
a) <u>Stamp collections</u> Any one stamp or set of stamps forming part of a collection	Two thirds of the price quoted in the current issue of Stanley Gibbons catalogue
b) <u>High Risk Property</u> Curios, pictures and other works of art, coin collections, jewellery, articles of gold, silver and other precious metals, furs, clocks, watches, cameras, photographic equipment, musical instruments and television, radio, home computer, recording and audio apparatus	25% of the sum insured £5000 in respect of any one article or collection

Unless otherwise stated in the policy schedule

Freezer Contents

This cover is operative if specified in the schedule.

By Freezer Contents we mean food in your home contained in a domestic deep freeze cabinet	Exclusions
Freezer Contents are insured against: Loss or physical damage caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes	<ul style="list-style-type: none">▪ Loss or damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority

Claims Settlement

We will pay the cost of replacement and, if incurred, the reasonable cost of hiring temporary alternative freezer space.

The maximum amount payable in respect of any one claim is the sum insured.

Section 3. Household All Risks

This part of the policy sets out the cover **we** provide for **your contents, money** and **credit cards** inside and outside **your home** subject to the sums insured and limits shown.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Loss or damage to your contents anywhere in the British Isles and temporarily elsewhere for a total of 60 days in any insurance period while in the possession of any of your family.</p> <p>If shown as insured on your policy schedule the maximum amount payable in respect of unspecified jewellery, personal effects and contents not individually listed is £1,000 any one item.</p>	<ul style="list-style-type: none"> ▪ The excess. ▪ Loss or damage by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies. ▪ Money or credit cards ▪ Unless specified in the schedule: musical instruments, china, glass, earthenware, riding tack, camping equipment, sub-aqua equipment and student effects. ▪ Loss or damage while your contents are in storage or being moved to or from storage. ▪ Theft from motor vehicles unless at the time of the loss or damage: <ul style="list-style-type: none"> i) someone aged 16 or over was in the motor vehicle; or ii) the motor vehicle was securely locked; and iii) force and violence was used to get into the motor vehicle; and iv) the items stolen were out of sight in a locked luggage boot or glove compartment. <p>The most we will pay for theft from an unattended motor vehicle is £1,500.</p> ▪ Loss by deception unless the only deception was someone tricking their way into your home. ▪ Loss or damage by tenants or members of their household ▪ Except where there is forcible and violent entry or exit: <ul style="list-style-type: none"> – Loss or damage while your house is wholly or partly lent, let or sublet or is not self contained – Loss or damage arising from the use of your home as Bed and Breakfast accommodation ▪ Loss or damage while your home is unoccupied or unfurnished ▪ Loss or damage to pedal cycles: <ul style="list-style-type: none"> - while being used for racing - if left unattended unless in a locked building or securely locked - accessories, unless the pedal cycle is stolen or damaged at the same time
<p>STUDENT EFFECTS</p>	

This cover is only operative if specified in the schedule.	
By student effects we mean personal effects and household goods which belong to or are the responsibility of any member of your family if they are away from home whilst attending an education establishment	
<p>Student effects are insured against personal loss or physical damage within the British Isles in the custody and control of any member of your family</p> <ul style="list-style-type: none"> - in a private dwelling house - in any other building where the member of your family is living or studying - elsewhere in the British Isles 	<p>Exclusions</p> <ul style="list-style-type: none"> • The first £100 of each loss or damage • Loss or damage by theft or attempted theft unless there is forcible and violent entry or exit to get into or out of a building • Any amount exceeding £500 in respect of theft or attempted theft of property from any unattended vehicle unless there is forcible and violent entry or exit to get into or out of a vehicle •

Claims settlement

We will settle **your** claim less any **excess** and subject to any limits shown in the schedule as explained below, subject to the maximum amount payable.

1.
 - a. Where the damage can be economically repaired, **we** will either arrange or authorise repair and **we** will pay the cost of repair.
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will either replace it or authorise replacement and pay the cost of replacement. If a replacement is not available **we** will either replace it or authorise replacement with an item of similar quality.
 - c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will make a cash payment equal to the market value.
 - d. Where **we** have offered to repair or to replace an item but **you** prefer a cash settlement, **we** will make a payment based on market value at the time of loss.
 - e. At **our** option **we** will make a cash settlement equal to the cost of replacement or repairs.
2. For clothing, a deduction for wear and tear may be made

The maximum amount payable in respect of any one claim is the sum insured (less any **excess**) subject to any limits shown in the schedule.

PERSONAL MONEY & CREDIT CARDS	
WHAT IS COVERED	WHAT IS NOT COVERED
<p>Money Loss of money anywhere in the British Isles and temporarily elsewhere for a total of 60 days in any insurance period while in the possession of your family.</p> <p>Credit Cards Financial loss anywhere in the world resulting from any credit card being lost or stolen, or the card details being fraudulently obtained, and used without the permission of any authorised cardholder.</p>	<ul style="list-style-type: none"> ▪ The excess ▪ Theft from motor vehicles unless at the time of loss or damage someone aged 16 or over was in the motor vehicle. ▪ Confiscation or detention by customs or other official bodies. ▪ Loss of value or loss due to errors or omissions in receipts, payments or accountancy. ▪ Loss of money not reported to the police within 24 hours of discovery. ▪ Loss which results from any authorized cardholder not following the terms and conditions under which the credit card was issued. ▪ Use of credit cards by any of your family without the permission of any authorised cardholder.

Claims settlement

The most **we** will pay for any one claim for **money** and credits cards is the sum insured shown on **your** schedule.

Section 3A. Domestic Animals

WHAT IS COVERED	WHAT IS NOT COVERED
<p>By domestic animals we mean any insured animal described in the schedule. If more than one animal is insured the terms, conditions and exclusions of this section will apply to each as if they had been insured separately.</p>	<p>Exclusions:</p> <ul style="list-style-type: none"> ▪ Animals <ul style="list-style-type: none"> - whilst in quarantine - used primarily for showing, working or breeding - not owned solely by your family - having any physical defect, illness or disease known to your family when the policy was taken out or at renewal and not accepted in writing by us ▪ Horses or ponies that have not been broken in
Cover is provided should:	
<p>1. The insured animal die or have to be slaughtered solely as a result of accidental bodily injury</p>	<ul style="list-style-type: none"> ▪ Slaughter without our consent, unless immediate slaughter on humane grounds is considered necessary by a veterinary surgeon ▪ Breeding ▪ Death as a result of surgery not necessitated by accidental bodily injury nor necessary to save the insured animal's life
<p>2. You incur veterinary fees as a result of the insured animal suffering accidental bodily injury or bodily illness.</p>	<ul style="list-style-type: none"> ▪ Breeding ▪ The excess shown in the schedule
<p>3. You incur recovery costs as a result of:</p> <ul style="list-style-type: none"> - advertising for the recovery of a lost or stolen insured animal - paying a reasonable reward if the lost or stolen insured animal is recovered 	
Extra covers: (only operative if shown in the schedule)	
The insured animal is insured against:	
<p>4. Death or slaughter solely as a result of bodily illness</p>	<ul style="list-style-type: none"> ▪ The exclusions shown in paragraph 1 ▪ Death as a result of surgery not necessitated by bodily illness nor necessary to save the insured animal's life ▪ Slaughter in compliance with any legal order
<p>5. Total or partial loss of use</p>	<ul style="list-style-type: none"> ▪ The exclusions shown in paragraph 2 ▪ Blemishes which render a horse unsuitable for showing
<p>6. Theft or straying</p>	

Claims settlement

1. **We** will pay the following amounts:

Death

- For cats and dogs: the cost of replacing the insured animal with another of the same breed, sex and pedigree as the insured animal
- For horses and ponies: the market value of the insured animal at the time of the loss
- The maximum payable is the sum insured shown in the schedule

Or

Total or partial loss of use

As for death but the maximum payable for:

- Total loss of use is the sum insured shown in the schedule
- Partial loss of use is 60% of the amount payable for total loss of use

Or

Theft and straying

As for death but the maximum payable is the sum insured shown in the schedule adjusted by inflation protection 30 days after the date of the theft or straying.

Veterinary fees

- For each accident or illness the amount incurred less the **excess** shown in schedule
- The maximum payable in respect of cats and dogs is £250 each incident; horses and ponies is £750 each incident.

Recovery Costs

- The amount incurred. The maximum payable in respect of cats and dogs is £50 each incident; horses and ponies is £100 each incident.

2. If payment is made for death, total or partial loss of use or theft and straying, the insured animal will no longer be insured.

Conditions which apply to this section of the policy

1. The insured animal must be provided at all times with proper care, including necessary vaccinations.
2. In the event of accidental bodily injury or bodily illness of the insured animal **you** must arrange for a veterinary surgeon to attend and, where necessary, to certify at **your** own expense, the cause of death.
3. If, after payment of a claim for:
 - theft or straying, the insured animal is recovered, **you** must refund to **us** the amount paid
 - total or partial loss of use (and the insured animal is subsequently slaughtered) or death, **you** must dispose of the carcass to the best advantage. Any amount realised shall belong to the company.
4. **You** must notify **us** immediately of any change in the class of use (shown in the schedule) for which an insured horse or pony is kept.

Definitions specific to this section of the policy:

Breeding

Mounting or being mounted, being pregnant or giving birth and any accident or illness resulting from any of them.

Class A

An insured horse or pony used by **your family** solely for gymkhanas, private hacking, pony club events, showing in hand, driving and show jumping

Class B

An insured horse or pony used by **your family** as in Class A plus 3 day events, point to point racing, hunting and hunter trials.

Total loss of use

The insured animal being permanently incapable, in the opinion of **our** veterinary surgeon, of:

- partaking in any equestrian activity and
- breeding

as a result of accidental bodily injury or bodily illness

Partial loss of use

As for total loss of use, except that the insured animal can be used for hacking or **breeding**.

Section 3B. Caravans

WHAT IS COVERED	WHAT IS NOT COVERED
<p>By Caravan we mean the caravan or trailer shown in the schedule which belongs to or is the legal responsibility of you and is used solely for social, domestic and pleasure purposes</p>	<ul style="list-style-type: none"> • Loss or damage occurring or legal liability arising while: <ul style="list-style-type: none"> - the caravan is on a site away from your home for more than 30 days in a row caused by overturning of the caravan by storm or flood unless it is securely anchored to the ground at all four corners of the chassis - the caravan is being used in any motor sport • Caravans used as a permanent Residence
<p>1. The caravan and its fixtures, fittings and awnings, furniture, furnishings, utensils and household linen in the caravan are insured against loss or physical damage within the British Isles and while temporarily on the continent of Europe (including transit between ports) in your custody or control provided that the period for which you are outside the British Isles does not exceed a total of 60 days in any period of insurance</p>	<ul style="list-style-type: none"> • The excess shown in the schedule • Property more specifically insured • Loss or damage occurring while the caravan is let out on hire • Loss or damage by storm to the tent of a tent trailer or any awning • Loss or damage caused by wear and tear, seepage of water into the caravan through seams or seals, depreciation, insects, vermin, fungus, gradually operating cause, atmospheric or climatic conditions repair or restoration • Loss or damage caused by delay, confiscation or detention by order of any government, public or police authority • Loss or damage caused deliberately by any person having use of the caravan • Loss due to deception or conversion • The cost of repairing mechanical or electrical breakdown • Damage to tyres by application of brakes or by road punctures, cuts or bursts
<p>2. If there is loss or damage which is insured by this section we will also pay:</p> <p>A. the reasonable cost of</p> <ol style="list-style-type: none"> i protection and removal to the nearest suitable repairers ii delivery to your home address or to the caravan's permanent site within the British Isles iii re-siting including re-connecting to mains services and repairing or replacing anchorage points or foundations <p>B. the reasonable additional cost of accommodation incurred (if the caravan is in use for touring or holiday purposes by you) during the period necessary to restore the caravan to habitable condition up to £25 per day for a maximum of 21 days</p>	

<p>C. the enforced customs duty on the caravan incurred as a result of the caravan being temporarily imported into any country on the continent of Europe</p>	
<p>3. You are indemnified against liability at law for damages or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any period of insurance arising out of ownership, possession or use by or on your behalf of the caravan.</p> <p>The limit of indemnity for all damages and claimants' costs resulting from one original cause is £5,000,000.</p> <p>We will also pay defence costs and expenses incurred with our written consent. Paragraph 3 includes indemnity after your death to legal personal representatives in respect of liability incurred by you and covered by the policy provided that the legal personal representatives observe the terms of the policy as far as they can apply.</p>	<ul style="list-style-type: none"> • Damage to property belonging to or held in trust by or in the custody or control of You • Injury or damage arising out of your business • Injury or damage arising in connection with any motor vehicle or mechanically propelled or assisted vehicle by which the caravan is being towed or transported • Injury to any person in your employment • Liability assumed by agreement unless the liability would have existed without the agreement • Injury (including death, disease or illness) to your family

Claims settlement

The **caravan** and its fixtures, fittings and awnings

We will pay the cost of work carried out in repairing or replacing (or at **our** option **we** will replace as new) the damaged parts of the **caravan**.

If the **caravan** is lost or damaged beyond economical repair:

- i. within 12 months of **your** having purchased it new, **we** will pay the cost of replacement as new (or at **our** option **we** will replace as new)
- ii. otherwise than in (i) **we** will pay the market value

Where **we** have offered to replace or repair an item but **you** prefer a cash settlement, **we** will pay an amount equal to the amount **we** would have paid had the item been replaced or repaired.

If **we** know that the **caravan** is the subject of a hire purchase agreement **we** will pay the owner whose receipt shall be a full discharge.

Furniture, furnishings, utensils and household linen

We will pay the cost of replacement as new (or at **our** option **we** will replace as new) except for items that can be economically repaired where the cost of repair will be paid.

Where **we** have offered to replace or repair an item but **you** prefer a cash settlement, **we** will pay an amount equal to the amount **we** would have paid had the item been replaced or repaired.

The maximum amount payable in respect of any one claim under paragraph 1 is the sum insured (less any **excess**) shown in the schedule.

Section 4. Farm Buildings

In the event of the **farm building** insured or any part of such building being destroyed or damaged during the **period of insurance** by an insured peril, as specified in the attached schedule, **we** will pay **you** the value of the **farm building** or any part of it or the amount of the damage at the time of the happening of the damage or **we** may repair, reinstate or replace the building or any part of it.

Each building item includes telephone, gas, water and electrical meters, pipes and cables which are owned by **you** or for which **you** are legally responsible in adjoining yards or roadways or underground and pertaining to the buildings insured by this section.

The maximum payable during any one **period of insurance** will not exceed in respect of each item the sum insured or in the whole the sum insured.

WHAT IS COVERED (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	WHAT IS NOT COVERED
A Fire	<ol style="list-style-type: none"> 1. Damage by explosion resulting from fire 2. Damage to property caused by its undergoing any process involving the application of heat other than grain drying 3. Damage caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under your control in which internal pressure is due to steam only 4. Damage to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of <ul style="list-style-type: none"> - any boiler gas used for domestic purposes only
A Explosion	
A Lightning	
A Aircraft or other aerial devices or items dropped from them	
B Earthquake or Subterranean Fire	
C Storm or Tempest or Flood	<ol style="list-style-type: none"> 1. The excess. 2. Destruction or damage by frost, a rise in the water table, subsidence or landslip. 3. Destruction or damage to fences, gates, feed bins and moveable property in the open.
D Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes and Bursting Or Overflowing Of Fuel, Oil And Fertiliser Storage Tanks	<ol style="list-style-type: none"> 1. The excess 2. Destruction or damage by water discharge or leaking from an automatic sprinkler installation.
E Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances Or Malicious Persons	<ol style="list-style-type: none"> 1. The excess 2. Confiscation or destruction or requisition by order of the Government or any Public Authority 3. Damage resulting from cessation or work 4. Theft
F Impact by any vehicle, train, including items dropped from them, or animal	<ol style="list-style-type: none"> 1. The excess in respect of each claim arising out of loss or damage caused by any vehicle or animal belonging to or in the

	<p>custody or control of you or any permanent member of your household or your staff or employees</p> <p>2. The excess in respect of each claim in respect of damage to fixed walls, gates or fences</p>
G Falling trees, branches, telegraph poles, lampposts, wind turbines or pylons	<p>1. The excess</p> <p>2. loss or damage caused by or in consequence of the felling lopping or pruning of trees</p>
I Theft or attempted theft	The excess

SPECIAL CONDITIONS

1. **SALE OF BUILDINGS**

If at the time of loss or damage as defined to any building hereby insured **you** shall have contracted to sell **your** interest in such building and the purchase has not yet been completed then the Purchaser on the completion of the purchase shall be entitled to the benefits of the insurance under this Schedule so far as it relates to such damage or destruction (if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such damage or destruction) without prejudice to the rights and liabilities of **you** or **us** under this insurance up to the date of completion.

2. **CONDITION OF AVERAGE**

If at the time of any loss or damage, the sum insured is less than the total value of such property **you** shall be considered as being **your** own Insurer for the difference and shall bear a rateable share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Special Condition of Average.

3. **BASIS OF SETTLEMENT – Modern materials farm buildings**

In the event of the **farm buildings** described in this Specification being destroyed or damaged, and when the sum insured is based on the cost of rebuilding in **Modern Materials** to provide comparable facilities to existing structures, the amount payable under this section will be the cost of reinstatement or repair using **Modern Materials**, subject to the following Special Provisions and subject also to the terms and conditions of the Policy, except in so far as the same may be varied hereby. For the purpose of the insurance under this clause 'reinstatement' shall mean the carrying out of the aforementioned work, namely:

- (a) where the property is destroyed, the rebuilding of the property in a condition equal to but not better or more extensive than its condition when new.
- (b) where the property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- (i) When the sum insured is based on the cost of rebuilding in **Modern Materials** to provide comparable facilities to existing structures, each item will be separately subject to the following Condition of Average namely:- If at the time of loss or damage the sum insured is less than 85% of the full rebuilding cost, **we** will only pay for that proportion of any loss or damage which the sum insured bears to that amount. Any excess, if applicable, shall be applied after this Condition of Average.

- (ii) In the event of a loss the maximum amount payable under this section of the policy in respect of any one building shall not exceed the cost of a modern building, providing those comparable facilities.
- (iii) The work of reinstatement (which may be carried out upon another site and in a manner suitable to **your** requirements subject to **our** liability not being thereby increased) must be completed as soon as reasonably practicable after the happening of the event.
- (iv) No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

4. **INFLATION PROTECTION**

Any sum insured stated in the Policy schedule will be adjusted monthly in accordance with an Index prepared by the Government, or in accordance with a suitable alternative index.

5. **EXTENSIONS**

DEBRIS REMOVAL

Each Insurance on property includes debris removal costs necessarily and reasonably incurred by **you** with **our** consent in

- (a) Removing debris following damage insured by this Section
- (b) The dismantling demolition propping or shoring up of property following damage insured by this Section.

The maximum amount the Insurer will pay in total is the sum insured plus up to an additional 10% (up to a maximum of £50,000) of the building item(s) sum insured that has sustained damage insured by this Section in respect of clearing and removing asbestos materials.

The Insurer will not pay for any costs

- (a) Incurred in removing debris except from the site of such property and the area immediately adjacent to such site
- (b) Arising from pollution or contamination of property not insured by this policy

ILLEGAL WASTE

This section extends to include expenses reasonably and necessarily incurred by **you** in clearing and removing waste illegally deposited by third parties in, on or around the **premises**.

The maximum amount **we** will pay under this Extension is £5,000 any one occurrence and £10,000 in any one **period of insurance**.

LAND CONTAMINATION

This section extends to include expenses reasonably and necessarily incurred by **you** in clearing and removing diesel, oil or fertiliser from land at the **premises** that has escaped from its normal confines following a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **period of insurance**.

The maximum amount **we** will pay under this Extension including any payments under Section 1 – Household Buildings, Section 2 – Household Contents and Section 5 – Farm Contents is £25,000 in any one **period of insurance**.

RENT

We will not be liable for Rent, if insured, unless the insured building be destroyed or damaged by an insured peril which renders the buildings unfit for occupation. **We** shall only be liable for the proportion for the Rent for the time necessary to reinstate the damage sustained but not exceeding the sum insured.

PROFESSIONAL FEES

The insurance of Fees is in respect of Architects', Surveyors', Consulting Engineers' Legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by any insured peril but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the Scales of various Institutions or Bodies regulating such charges provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by each item.

PUBLIC AUTHORITIES AND EUROPEAN UNION

This section extends to include such additional cost of reinstatement of the destroyed or damaged property insured as may be incurred solely by having to comply with building or other regulations framed in pursuance of any Act of Parliament, or with bye laws of any Municipal or Local Authority or with European Union legislation regulations. Provided always that –

1. The amount recoverable under this extension shall not include
 - a) the cost incurred in complying with any of the aforesaid regulations or bye-law
 - (i) in respect of destruction or damage occurring prior to the granting of this extension
 - (ii) in respect of destruction or damage not insured by this Section
 - (iii) under which notice has been served upon **you** prior to the happening of the destruction or damage
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by the Section) of that portion of the property destroyed or damaged.
 - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen.
 - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as **we** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to **our** liability under this extension not being hereby increased.
3. If **our** liability under any item of the specification 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.
4. The total amount recoverable under any item of the Specification shall not exceed the sum insured thereby.
5. All conditions of the Policy except in so far as they may be hereby expressly varied

shall apply as if they had been incorporated therein.

REPAIRS AND ALTERATIONS

Joiners and other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the buildings insured without prejudice to the insurance hereby.

LANDLORDS AND FREEHOLDERS

Anything done by the Occupier of a Building hereby insured without **your** authority or knowledge whereby the danger of destruction or damage is increased shall not prejudice **your** position under the Section provided that **you** shall immediately on becoming aware thereof give notice in writing to **us** and shall pay such reasonable additional premium as may be required.

ADDITIONS

This section extends to include in respect of each item:

The Buildings item(s) are extended to include new buildings or extensions to existing buildings for an additional amount not exceeding 25 percent of the sum insured on Buildings

but only in so far as such property is not otherwise insured by or on behalf of **you**. This extension does not include appreciation in value.

You undertake to give particulars of such additional insurance each half year and to pay the pro rata additional premium from the date of inception thereof the Section to be endorsed accordingly. Following advice of any such additional insurance the provisions hereof are fully reinstated.

FIRE EXTINGUISHMENT COSTS

This section extends to include expenses reasonably incurred by **you** in extinguishment or attempting to extinguish fire involving the property insured.

FIRE BRIGADE DAMAGE

This section extends to include expenses reasonably and necessarily incurred by **you** in reinstating or repairing landscaped grounds following damage caused by Fire Brigade equipment or personnel in the course of fire fighting operations.

The maximum amount the Insurer will pay under this Extension is £25,000 in any one **period of insurance**

LOCK REPLACEMENT

In the event of a claim payable under Cover I (Theft) arising **we** will pay the cost of changing the locks and keys of outside doors on **farm buildings** insured by this section following the theft of keys from:

- a) the **premises** or the private dwelling houses of **your** principals or authorised employees
- b) **your** principals or authorised employees

The maximum amount **we** will pay under this Extension is £25,000 in any one **period of insurance**

TRACE AND ACCESS

This section extends to include expenses reasonably incurred in locating the source of bursting or overflowing water tanks, apparatus or pipes that has resulted in a valid claim for damage to property insured by this section including rectifying the damage caused in tracing the escape.

The maximum amount **we** will pay under this Extension is £25,000 in any one **period of insurance**.

LOSS OF METERED WATER

This Section extends to cover additional water charges caused by accidental loss of metered water from pipes or apparatus excluding any loss from irrigation pipes.

The maximum amount **we** will pay under this Extension including any payments under Section 5 – Farm Contents is £10,000 in any one **period of insurance** but excluding the first £250 of each and every loss

LOSS OF GAS

This Section extends to include the cost of gas lost as a result of damage insured by this Section.

The maximum amount **we** will pay under this Extension is £10,000 any one claim excluding any loss while the buildings are not in use for the purposes of the **business**.

DRAINS, GUTTERS AND SEWERS

This Section extends to include expenses reasonably incurred in cleaning, clearing or repairing drains, gutters and sewers as a result of damage insured by this Section.

The maximum amount the **Insurer** will pay under this Extension is £10,000 any one claim.

PUBLIC UTILITIES

This Section extends to include the cost of water, electricity or gas which **you** are responsible for arising from their unauthorised use by persons occupying the buildings without **your** permission.

The maximum amount **we** will pay under this Extension is £25,000 any one claim.

FALLING TREES

This Section extends to include expenses reasonably incurred in removing fallen trees and branches from the **premises**, but it does not include expenses incurred as a consequence of the felling lopping or pruning of trees

The maximum amount **we** will pay under this Extension, including any payments under Section 5 – Farm Contents is £2,500 in any one **period of insurance**.

LAND AGENT FEES

We will pay the cost of land agent fees incurred in monitoring preparing and negotiating a valid claim for loss or damage insured by this section.

The maximum amount that **we** will pay under this Extension, including any payments for the same event under Section 1 Household Buildings Section 2 Household Contents and Section 5 Farm Contents is £10,000 in any one **period of insurance**.

We will not pay for any costs or expenses incurred by **your** insurance broker or insurance agent in preparing a claim on **your** behalf

CONTRACT WORKS EXTENSION

This section extends to include contract works and associated goods and materials at the **premises** for the purpose of alterations or improvements to existing buildings and for which **you** are responsible.

This extension shall only apply where

- a) the contract works and associated goods and materials are not otherwise insured, and
- b) the contract price does not exceed 10% of the existing buildings sum insured or £100,000 whichever is the lower.

We will not pay the first £250 of each and every claim under this extension.

HIRED-IN PLANT EXTENSION

This section extends to include plant hired to **you** and for which **you** are responsible under the terms of a hire agreement for use in connection with alterations or improvements to existing **buildings** at the **premises**. **We** will pay for

- a) damage to hired in plant
- b) continuing hiring charges for hired in plant following damage insured by this extension

whilst the hired in plant is at **your premises** or in transit between **your premises** or to and from the person or organisation hiring the plant to **you**.

The maximum amount that **we** will pay under this extension is £10,000 in respect of any one claim.

We will not pay for

- a) the equivalent of the first 48 hours hire charge for each item of hired in plant
- b) any amount in excess of the equivalent of 90 days hire charge for each item of hired in plant
- c) continuing hire charges in respect of scaffolding or tower cranes
- d) damage to or continuing hiring charges in respect of hired in plant caused by or arising from **your** wilful act and/or **your** wilful neglect of the hired in plant
- e) any claim for damage or continuing hiring charges arising under hire conditions other than the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association unless such conditions have been notified to and agreed by **us** in writing.

Section 5. Farm Contents

In the event of the farm contents on the **premises** being destroyed or damaged during the **period of insurance** by an insured peril, as specified in the Schedule attached hereto, **we** will pay to **you** the value of the farm contents or any part thereof or the amount of the damage at the time of the happening of the damage or at **our** option repair, reinstate or replace such property or any part thereof.

The maximum payable during any one **period of insurance** will not exceed in respect of each item the sum insured or in the whole the sum insured.

WHAT IS COVERED (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	WHAT IS NOT COVERED
<p>A- Fire</p> <p>A - Explosion</p> <p>A - Lightning</p> <p>A - Aircraft or other aerial devices or items dropped from them.</p>	<p>1) Damage by explosion resulting from fire</p> <p>2) Damage to property caused by its undergoing any process involving the application of heat other than grain drying</p> <p>3) Damage caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under your control in which internal pressure is due to steam only</p> <p>4) Damage to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of</p> <ul style="list-style-type: none"> - any boiler gas used for domestic purposes only
<p>B - Earthquake or Subterranean Fire</p>	
<p>C - Storm or Tempest or Flood</p>	<p>1) The first £500 of any amount payable in respect of each occurrence</p> <p>2) Destruction or damage by frost, a rise in the water table, subsidence or landslip</p> <p>3) Destruction or damage to walls, fences, gates and hedges, feed bins and moveable property in the open</p> <p>4) Damage to Produce, Deadstock, Machinery and all other property not situated in a fully enclosed building.</p>
<p>D - Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes Bursting Or Overflowing Of Fuels, Oil And Fertiliser Storage Tanks</p>	<p>1) The first £250 of any amount payable hereunder in respect of each occurrence</p> <p>2) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.</p>
<p>E - Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances Or Malicious Persons</p>	<p>1) The first £250 of any amount payable here under in respect of each occurrence</p> <p>2) Loss or damage by confiscation or destruction or requisition by order of the Government or any Public Authority</p> <p>3) Loss or damage resulting from cessation or work</p> <p>4) Loss or damage by theft</p> <p>5) Loss or damage to genetically modified crops</p>

F - Impact by any vehicle, train, including items dropped from them, or animal	<p>1) The first £250 of each claim arising out of loss or damage caused by any vehicle or animal belonging to or in the custody or control of you or any permanent member of your household or your staff or employees</p> <p>2) The first £250 of each claim in respect of damage to fixed walls, gates, fences or hedges.</p>
G - Falling trees, branches, telegraph poles, lampposts, wind turbines or pylons	<p>1) The first £250 of any amount payable hereunder in respect of each occurrence</p> <p>2) Damage to Produce, Deadstock, Machinery and all other property not situated in a fully enclosed building</p>
I - Theft or attempted theft	<p>1) The first £250 of each and every loss, reducing to £100, if there is evidence of forcible and violent entry or exit from a building.</p> <p>2) Loss or damage occasioned by or in collusion with any member of the your family business staff, or any servant of yours.</p> <p>3) Unexplained shortage or mysterious disappearance.</p>

LIMIT

We will not pay any sum

- (a) in excess of £50,000 in respect of any one **Stack** (see definition of **Stack**)
- (b) in excess of the maximum payable for 5 **Stacks** at any one location.

SPECIAL CONDITIONS

Special Condition of Average

If at the time of any loss or damage, the sum insured is less than 75% of the total value of such property **you** shall be considered as being **your** own Insurer for the difference and shall bear a rateable share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Special Condition of Average.

Walls, Fences, Gates and Hedges

The sum insured provided by this item represents the maximum amount payable, for any one claim. Average will not be applied to any claim.

EXTENSIONS

PROPERTY TEMPORARILY REMOVED

This section of the policy extends to include any property insured hereby whilst temporarily removed from the **premises** for a maximum period of six months anywhere in Great Britain, the Isle of Man, or the Channel Islands including transit. The amount insured by the said item shall stand reduced by the value of the property so removed in terms of this Clause. The protection afforded by this extension of cover applies only in so far as such property so removed is not otherwise insured.

PROPERTY HELD IN TRUST

The property insured by this section extends to include property not belonging to **you** whilst in **your** custody or control for which **you** are responsible.

DEBRIS REMOVAL

Each insurance on property includes debris removal costs necessarily and reasonably incurred by **you** with **our** consent in

- a) Removing debris following insured damage
- b) The dismantling demolition propping or shoring up of property following Insured damage

Provided that the Insurer will not pay for any costs

- (i) a) incurred in removing debris except from the site of such property and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Policy

The amount payable under each insurance in total will not exceed its sum insured

DESIGNATION

For the purpose of determining where necessary the column or heading under which any property is insured **we** agree to accept the designation under which such property has been entered in the **your** books.

ELECTRICAL CLAUSE

The insurance excludes damage to or destruction of any electrical plant or apparatus i.e. dynamo, transformer motor or other short circuiting excessive pressure self heating or self ignition but if fire extends to and damages or destroys any other part of the plant or appliances or other property insured hereby such damage or destruction is not excluded by the Section.

CUSTOMERS GOODS

You having intimated to **your** customer that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by **you** or not upon which work is to be, is being or has been done on behalf of customers by **you** or which may be left in **your** hands for storage or despatch or otherwise temporarily in **your** custody all such goods shall be held to be insured by the items of this Specification covering Stock in Trade in so far as they shall not be more specifically otherwise insured.

MOTOR VEHICLES, IMPLEMENTS AND ATTACHMENTS

Notwithstanding anything herein contained to the contrary **we** will not be liable for any loss or damage to any Motor Vehicles, Trailers, attached or detached to said vehicles, which at the time of the happening of such loss or damage are insured by or would but for the existence of this Policy be insured by any other Policy or Policies either specifically or otherwise.

AUTOMATIC REINSTATEMENT OF LOSS

In the event of loss insured by this section, the sum(s) insured will be automatically reinstated in full from the date of loss, destruction or damage provided that **you**:

- a) pay any additional premium **we** may require
- b) comply with any reasonable recommendations **we** may make to prevent further loss, destruction or damage

ADDITIONS

The Insurance extends to include in respect of each item

On **Machinery** additional **Machinery** (as defined herein) for an additional amount not exceeding 25 percent of the sum insured on machinery from the time **you** became responsible therefore

but only in so far as such property is not otherwise insured by or on **your** behalf. It being understood that this extension does not include appreciation in value.

You undertake to give particulars of such additional insurance each half year and to pay the pro rata additional premium from the date of inception thereof the Section to be endorsed accordingly. Following advice of any such additional insurance the provisions hereof are fully reinstated.

FIRE EXTINGUISHMENT COSTS

This section extends to include expenses reasonably incurred by **you** in extinguishment or attempting to extinguish fire involving the property insured.

LAND CONTAMINATION

This section extends to include expenses reasonably and necessarily incurred by **you** in clearing and removing diesel, oil or fertiliser from land at the **premises** that has escaped from its normal confines following a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **period of insurance**.

The maximum amount **we** will pay under this Extension including any payments under Section 1 – Household Buildings, Section 2 – Household Contents and Section 4 – Farm Buildings is £25,000 in any one **period of insurance**.

LOSS OF METERED WATER

This Section extends to cover additional water charges caused by accidental loss of metered water from pipes or apparatus excluding any loss from irrigation pipes.

The maximum amount the Insurer will pay under this Extension including any payments under Section 4 – Farm Buildings is £10,000 in any one **period of insurance** but excluding the first £250 of each and every loss

FALLING TREES

This Section extends to include expenses reasonably incurred in removing fallen trees and branches from the **premises**, but it does not include expenses incurred as a consequence of the felling lopping or pruning of trees

The maximum amount the Insurer will pay under this Extension, including any payments under Section 4 – Farm Buildings is £2,500 in any one **period of insurance**.

LAND AGENT FEES

We will pay the cost of land agent fees incurred in monitoring preparing and negotiating a valid claim for loss or damage insured by this section.

The maximum amount that **we** will pay under this Extension, including any payments for the same event under Section 1 Household Buildings Section 2 Household Contents and Section 4 Farm Buildings is £10,000 in any one **period of insurance**.

We will not pay for any costs or expenses incurred by **your** insurance broker or insurance agent in preparing a claim on **your** behalf

DIRECTORS AND EMPLOYEES PERSONAL EFFECTS

This section extends to include loss or damage to the personal effects of directors, partners employees and visitors where such loss or damage is the result of an event which forms a valid claim under this section

The maximum amount that **we** will pay under this extension is £500 in respect of any one event

AGREED CONTRACT PRICE EXTENSION

If any goods or produce that are sold but not delivered and for which **you** remain responsible are lost or damaged and form part of a valid claim under this section **we** will consider their value to be the sale price.

Section 6. Livestock

In the event of **livestock** on the **premises** being lost/destroyed during the **period of insurance** as a result of an insured event, as specified in the Schedule attached hereto, **we** will pay to **you**:

- a) the market value of the **livestock** immediately prior to the loss or the sum insured, whichever is the lower. The maximum payable will not exceed the market value of the animal(s) involved with a maximum of £10,000 any one animal other than working dogs where the maximum payable is £2,000 per working dog (unless specified).
- b) veterinary surgeons fees up to £1,000 per animal, with a maximum of £5,000 in respect of any one claim, including treatment fees necessarily incurred in an attempt to prevent death of **livestock** in respect of Cover A to N inclusive, Q and R
- c) debris removal costs up to £500 in respect of any one animal with a maximum of £2,000 in any one **period of insurance** for which **you** are liable to slaughterer, renderer or bona fide disposal centre for the removal of any carcass as a direct result of an insured event

WHAT IS COVERED (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	WHAT IS NOT COVERED
<p>A- Fire</p> <p>A - Explosion</p> <p>A - Lightning</p> <p>A - Aircraft or other aerial devices or items dropped from them.</p>	<p>1) Damage by explosion resulting from fire</p> <p>2) Damage to property caused by its undergoing any process involving the application of heat other than grain drying</p> <p>3) Damage caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under your control in which internal pressure is due to steam only</p> <p>4) Damage to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of</p> <ul style="list-style-type: none"> - any boiler - gas <p>used for domestic purposes only</p>
B - Earthquake or Subterranean Fire	
C - Storm or Tempest or Flood	<p>1) The first £500 of any amount payable in respect of each occurrence</p> <p>2) Destruction or damage by frost, a rise in the water table, subsidence or landslip</p> <p>3) Damage to livestock not situated in a fully enclosed building.</p>
<p>D - Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes</p> <p>Bursting Or Overflowing Of Fuels, Oil And Fertiliser Storage Tanks</p>	<p>1) The first £250 of any amount payable hereunder in respect of each occurrence</p> <p>3) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.</p>

<p>E - Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances Or Malicious Persons</p>	<ol style="list-style-type: none"> 1) The first £250 of any amount payable here under in respect of each occurrence 2) Loss or damage by confiscation or destruction or requisition by order of the Government or any Public Authority 3) Loss or damage resulting from cessation or work 4) Loss or damage by theft
<p>F - Impact by any vehicle or train including items dropped from them or animal</p>	<ol style="list-style-type: none"> 1) The first £250 of each claim arising out of loss or damage caused by any vehicle or animal belonging to or in the custody or control of the you or any permanent member of your household or your staff or employees.
<p>G – Falling Trees or parts thereof</p>	<ol style="list-style-type: none"> 1) The first £250 of any amount payable hereunder in respect of each occurrence 2) loss or damage caused by or in consequence of the felling lopping or pruning of trees
<p>H – Electrocuting of Livestock</p>	
<p>I – Theft or attempted theft</p>	<ol style="list-style-type: none"> 1) The first £250 of each and every loss, reducing to £100, if there is evidence of forcible and violent entry or exit from a building. 2) Loss or damage occasioned by or in collusion with any member of the your family business staff, or any of your servants 3) Unexplained shortage or mysterious disappearance. 4) Livestock kept on common or unfenced land
<p>J – Mysterious Disappearance Unexplained shortage or mysterious disappearance of livestock, for a period of thirty days or more while under your control</p>	<ol style="list-style-type: none"> 1) The first £250 of each and every loss. 2) Livestock kept on common or unfenced land
<p>K – Fatal Injury to Livestock (Whilst off the premises) including Livestock In Transit.</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you. Such injury caused solely by violent, accidental, external and visible means including poisoning, whilst the livestock were away from the premises and had strayed from the area in which they had been confined immediately prior to the loss, including loading and unloading on or from a vehicle, and driving along a public highway / thoroughfare.</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you caused solely by violent accidental external and visible means whilst being conveyed by motor vehicle, including loading and unloading on or from such vehicle. Provided always that such injury shall solely and</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated

<p>independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<p>by accidental injury.</p>
<p>L - Fatal Injury To Livestock (Whilst on own premises).</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you. Such injury caused solely by violent, accidental, external and visible means including poisoning whilst the livestock are situated on the premises.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ol style="list-style-type: none"> 1) The first £250 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury. 6) Losses as a result of the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or inundation from the sea whether resulting from storm or tempest or otherwise.
<p>M – Livestock in Transit only</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you caused solely by violent accidental external and visible means whilst being conveyed by motor vehicle, including loading and unloading on or from such vehicle.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury.
<p>N – Livestock Worrying</p> <p>Cover is provided for injury to livestock belonging to, or in the care, custody or control of you, caused by dogs (other than a dog or dogs owned by you or any member of your family residing in his</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds

<p>household or in your custody), foxes and vermin.</p> <p>Provided always that such injury shall, solely and independently of any other cause, result in the death of such livestock or its necessary slaughter in the interests of humanity (under certificate by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<p>only and carried out immediately consequent upon accident or injury.</p> <p>3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life.</p> <p>4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party.</p> <p>5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury.</p>
<p>O – Accidental Death by failure of Machinery or Public Supply</p>	
<p>P – Accidental Death by failure of Public Supply</p>	
<p>Q - All Risks (Mortality)</p> <p>Cover is provided in the event of DEATH of specified animal</p> <p>a) during any period of insurance or within thirty days thereafter in the case of policies renewable annually from accident or injury sustained or illness or disease contracted (including losses arising from Dishorning) during any period of insurance.</p> <p>We will pay you the market value of such animal immediately prior to the occurrence resulting in the death but not exceeding the individual sum insured specified in the schedule.</p>	<p>1) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury or diagnosis of illness or disease</p> <p>2) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident injury illness or disease and to have been carried out in an attempt to preserved the animal's life</p> <p>3) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any Animal to another party.</p> <p>4) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accident injury illness or disease.</p> <p>5) Losses in respect of any loss as a result of illness/disease occurring within the first 14 days of inception of cover unless this cover supersedes any materially similar insurance cover provided under any insurance policy in place immediately prior to the commencement date of this cover (whether such prior cover was provided by us or not) and where such prior insurance is in your name and provides cover for the insured animal.</p> <p>6) We will not pay where Government compensation is paid or payable for the total market value for the animal and will only pay the difference between the value of the animal before slaughter or the sum insured, whichever is the lower, and the compensation paid or payable.</p>
<p>R – Loss of Use/Infertility</p>	<p>1) Losses in respect of slaughter without our</p>

<p>Cover is provided for specified animal described in the schedule in the event that they have been certified by a veterinary surgeon to have become permanently impotent or infertile or incapable of natural service as a result of an accident or disease contracted during the period of insurance.</p> <p>We will make good the difference between the sum realised by the disposal of the animal, and its market value immediately prior to such occurrence. The market value shall not exceed the individual sum insured as stated in the Schedule.</p>	<p>consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury or diagnosis of illness or disease</p> <p>2) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident injury illness or disease and to have been carried out in an attempt to preserved the animal's life</p> <p>3) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any Animal to another party.</p> <p>4) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accident injury illness or disease.</p> <p>5) Losses in respect of any loss as a result of illness/disease occurring within the first 14 days of inception of cover unless this cover supersedes any materially similar insurance cover provided under any insurance policy in place immediately prior to the commencement date of this cover (whether such prior cover was provided by us or not) and where such prior insurance is in your name and provides cover for the insured animal.</p> <p>6) We will not pay where Government compensation is paid or payable for the total market value for the animal and will only pay the difference between the value of the animal before slaughter or the sum insured, whichever is the lower, and the compensation paid or payable.</p>
<p>S – Foot and Mouth</p> <p>In the event of compulsory slaughter of the livestock by Government, public or local authority order due to confirmation of infection by Foot and Mouth Disease during any period of insurance we will pay you 25% of:</p> <p>a) the market value of the livestock before slaughter</p> <p>b) the Sum Insured as stated in the policy schedule</p> <p>whichever is the lower</p> <p>CONDITIONS</p> <p>a) You will at all times use and exercise every due and proper precaution and safeguard to keep the farm or premises free from infection by Foot and Mouth disease and should the farm or premises become so infected will do everything necessary to bring about restocking with the minimum of delay.</p> <p>b) You will give immediate notice of slaughter at</p>	<p>1) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority</p> <p>2) The slaughter of any animal that is not weaned</p> <p>3) Any animal not qualified to enter the herd without restriction</p> <p>4) Compulsory slaughter that takes place more than 30 days after expiry of the period of insurance</p>

<p>the farm or premises and produce evidence of the Compensation received.</p> <p>c) If at the time any claim arises under the section there is any other insurance covering the same risk or part thereof we will not pay more than its rateable proportion of such claim.</p> <p>d) Without prejudice to your rights in respect of any slaughter of which we have been notified we may cancel this section by sending seven day's notice to you at your last known address. You will then become entitled to a proportionate return of premium.</p> <p>e) If any difference arises to the amount to be paid under this section (liability being otherwise admitted) such difference will be referred to an Arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an Award will be a condition precedent to any right of action against us.</p>	
<p>T – Brucellosis</p> <p>In the event of compulsory slaughter of the livestock by Government, public or local authority order due to confirmation of infection by Brucellosis during any period of insurance we will pay You 25% of:</p> <p>a) the market value of the livestock before slaughter</p> <p>b) the Sum Insured as stated in the policy schedule</p> <p>whichever is the lower</p> <p>Changes in Herd</p> <p>Increases in the Total Sum Insured may be effected at any time during the period of insurance at your request provided that</p> <p>a) You agree to pay the appropriate additional premium.</p> <p>b) You have no knowledge of any impending test at the time of such request.</p>	<p>1) Losses occurring outside Great Britain.</p> <p>2) Losses occurring within 60 days of the inception of this cover in which case this Insurance is cancelled from inception and premium returned to you in full.</p> <p>3) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority</p> <p>4) The slaughter of any animal that is not weaned</p> <p>5) Any animal not qualified to enter the herd without restriction</p> <p>6) Compulsory slaughter that takes place more than 30 days after expiry of the period of insurance</p>
<p>U – Tuberculosis</p> <p>In the event of compulsory slaughter of the livestock by Government, public or local authority order due to reaction to an official test for Tuberculosis carried out during any period of insurance at the premises we will pay you 25% of:</p> <p>a) the market value of the livestock before slaughter</p> <p>b) the Sum Insured as stated in the policy schedule</p>	<p>1) The first £500 or the first animal to be recognised by the Government, public or local authority to have Tuberculosis, whichever is the greater</p> <p>2) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority</p> <p>3) The slaughter of any animal that is not weaned</p> <p>4) Any animal not qualified to enter the herd without restriction</p>

whichever is the lower

5) Compulsory slaughter that takes place more than 30 days after expiry of the **period of insurance**

SPECIAL CONDITIONS

1) Special Condition of Average.

If at the time of any loss or damage, the sum insured is less than 75% of the total value of such **livestock you** shall be considered as being **your** own Insurer for the difference and shall bear a rateable share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Special Condition of Average.

2) Livestock Held in Trust.

The property insured by this section extends to include **livestock** not belonging to **you** whilst in **your** custody or control or for which **you** are responsible.

EXTENSIONS

ADVERTISING AND REWARD

Where a valid claim would be payable under Cover I or Cover J, this section extends to include costs incurred in advertising for the recovery of lost or stolen animal(s) and paying a reasonable reward if the lost or stolen animal(s) is/are recovered.

The maximum payable is £500 for any one claim.

RESCUE

This Section extends to include liability for payment to the RSPCA, Fire Brigade or other professional rescue organisation in respect of costs incurred by any such organisation in the rescue or attempted rescue of any **livestock** insured provided that:

- a) the Insurer would have been liable to provide indemnity under this section for fatal injury sustained by the **livestock** concerned if such injury had arisen in the circumstances giving rise to the rescue requirement
- b) the maximum amount the Insurer will pay under this Extension is £500 in respect of any one animal.

DESIGNATION

For the purpose of determining where necessary the column or heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

CONDITIONS APPLICABLE

1. It is a Condition Precedent to **our** liability to pay any claims under this section that any animal(s) insured are sound and in good health and free from any injury or physical disability whatsoever, congenital or otherwise, at the time of the commencement of this insurance.
2. No animal will be removed permanently from the **premises** or used other than for the Purpose of Use without **our** written consent.
3. **You** will
 - a) at all times exercise every proper precaution and safeguard against accident, injury, illness or disease
 - b) comply with all requirements and directions given by **us** or by a veterinary surgeon employed by **us**
 - c) give **us** immediate notice of

- (i) any accident or injury to or illness or disease of any animal providing immediately at **your** own expense for adequate attendance and treatment by a qualified veterinary surgeon and the production of his report.
 - (ii) the death of any animal arranging immediately at **your** own expense for a post mortem examination to be made by a qualified veterinary surgeon and forwarding the post-mortem report to **us** without delay.
 - d) following the death of any animal dispose of the carcass to the best advantage and the amount realised will belong to **us**
 - e) at **your** own expense provide any information and evidence that **we** may require accompanied by veterinary certificates and satisfactory proofs as to the identity and value of any animal.
4. **We** will not in any circumstances be bound to accept notice of or be affected by any transfer of interest, charge, lien, assignment or other dealing with or relating to any animal and nothing contained in the Policy will give any right against **us** to any person other than **you** except to a transferee approved by **us**

ADDITIONAL CLAIMS PROCEDURE

In respect of Perils K, L, M, N, Q & R, requirements 1, 2, 3 & 4 apply. In respect of Perils S, T & U, requirement 3 applies.

In the event of any occurrence giving rise to, or likely to give rise to a claim, **you** are required:

1. To give **us** immediate notice of such occurrence, and, at **your** own expense, arrange an examination/post mortem by a qualified veterinary surgeon, and to forward a completed claim form and veterinary report/post mortem to **us** without delay.
2. To give **us** immediate notice in the event that an animal may require destruction.
3. To dispose of the carcass to the best advantage and the amount realised to be deducted from any offer of settlement.
4. At **your** own expense, to provide any information and evidence that **we** may require to support the value of the animal, and satisfactory proofs as to the animals identity.

GENERAL EXCEPTIONS (applicable to all Perils)

We will not be liable in respect of:

1. Any losses arising as a result of pregnancy or parturition complications
2. Any losses occurring outside Great Britain, Northern Ireland, Isle of Man and the Channel Islands, including sea transit between such places.

Section 7. Loss of Revenue

Words With Special Meanings

This part of the policy sets out the words which have a special meaning under Section 7. Each word is listed together with its meaning.

REVENUE - Money paid or payable to **you** in respect of goods sold and delivered and for services rendered in the course of the **business** at the **premises**. This includes **produce** and **deadstock** on the **premises** which will be used in production of this revenue. Breeding **livestock** are excluded.

ANNUAL REVENUE - The revenue earned during the twelve months immediately before the date of the damage.

INDEMNITY PERIOD - The period beginning with the occurrence of the damage and ending not later than three years during which the result of the **business** shall be affected in consequence of the damage.

COVER

GROSS REVENUE

The insurance under this item is limited to:

- (a) **LOSS OF REVENUE** sustained in consequence of the happening of an insured peril as shown by comparing the revenue earned during the **Indemnity Period** with the **Revenue** which it is estimated would have been earned during such period had the damage not occurred.
- (b) **ADDITIONAL EXPENDITURE** necessarily and reasonably incurred by **you** in consequence of the happening of an insured peril in order to maintain the **business** as far as possible during the **Indemnity Period**, but not exceeding the further amount for which **we** would have been liable under Clause (a) hereof had such an additional expenditure not been incurred. Additional expenditure excludes hire of replacement vehicles and machinery except as specified under "Hire Extension".

Less any sum saved during the **Indemnity Period** in respect of any charges or expenses of the **business** payable out of **Revenue** which may cease or be reduced in consequence of the damage.

PROVIDED THAT **our** liability shall in no case exceed in respect of each period of twelve months, or part thereof during the **Indemnity Period**: TWICE the **Annual Revenue**, nor in total FIVE times the **Annual Revenue**.

INCREASED COST OF WORKING

The insurance under any item on Increase in Cost of Working is limited to additional expenses necessarily and reasonably incurred by the Policyholder during the Indemnity Period in consequence of the Damage for the sole purpose of continuing the **business** on a scale no greater than that applicable during the corresponding period in the twelve months immediately preceding the damage

NOTES

- NOTE 1: To the extent that **you** are accountable to the tax authorities for Value Added Tax, all terms of this policy be exclusive of such Tax.
- NOTE 2: For the purpose of these definitions any adjustment implemented in current cost accounting, shall be disregarded.

WHAT IS COVERED (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	WHAT IS NOT COVERED
<p>A- Fire</p> <p>A - Explosion</p> <p>A - Lightning</p> <p>A - Aircraft or other aerial devices or items dropped from them.</p>	<p>1) Damage by explosion resulting from fire</p> <p>2) Damage to property caused by its undergoing any process involving the application of heat other than grain drying</p> <p>3) Damage caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of you in which internal pressure is due to steam only</p> <p>4) Damage to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of</p> <ul style="list-style-type: none"> - any boiler - gas <p>used for domestic purposes only</p>
<p>B - Earthquake or Subterranean Fire</p>	
<p>C - Storm or Tempest of Flood</p> <p>Our liability under this Peril is restricted to damage and is conditional on there being in force at the time of the occurrence of the damage an insurance covering the your interest in the buildings at the premises against the above perils and payment having been made or liability admitted except where no payment is made or liability admitted owing to the operating of a provision in such insurances excluding losses below a specified amount.</p>	<p>1) The first £500 of any amount payable in respect of each occurrence</p> <p>2) Destruction or damage by frost, a rise in the water table, subsidence or landslip</p> <p>3) Damage to livestock, produce, deadstock, machinery and all other property not situated in a fully enclosed building.</p> <p>4) Destruction or damage to fences, gates, feed bins and moveable property in the open.</p>
<p>D - Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes Bursting Or Overflowing Of Fuels, Oil And Fertiliser Storage Tanks</p>	<p>1) The first £250 of any amount payable hereunder in respect of each occurrence</p> <p>2) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.</p>
<p>E - Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances Or Malicious Persons</p>	<p>1) The first £250 of any amount payable here under in respect of each occurrence</p> <p>2) Loss or damage by confiscation or destruction or requisition by order of the Government or any Public Authority</p> <p>3) Loss or damage resulting from cessation or work</p> <p>4) Loss or damage by theft</p> <p>5) Loss or damage to genetically modified crops</p>

<p>F - Impact by any vehicle, train or animal including items dropped from them</p>	<p>1) The first £250 of each claim arising out of loss or damage caused by any vehicle or animal belonging to or in the custody or control of you or any permanent member of your household or your staff or employees. 2) The first £250 of each claim in respect of damage to walls, gates, fences or hedges.</p>
<p>G – Falling Trees or parts thereof</p>	<p>1) The first £250 of any amount payable hereunder in respect of each occurrence 2) loss or damage caused by or in consequence of the felling lopping or pruning of trees</p>
<p>H – Electrocuting of Livestock</p>	
<p>I – Theft or attempted theft</p>	<p>1) The first £250 of each and every loss, reducing to £100, if there is evidence of forcible and violent entry or exit from a building. 2) Loss or damage occasioned by or in collusion with any member of the your family business staff, or any servant of yours 3) Unexplained shortage or mysterious disappearance. 4) Livestock kept on common or unfenced land</p>
<p>J – Mysterious Disappearance Unexplained shortage or mysterious disappearance of livestock, for a period of thirty days or more while under the control of you</p>	<p>1) The first £250 of each and every loss. 2) Livestock kept on common or unfenced land</p>
<p>K – Fatal Injury To Livestock (Whilst off the premises) including Livestock In Transit.</p> <p>Fatal injury to livestock belonging to, or in the care, custody or control of you. Such injury caused solely by violent, accidental, external and visible means including poisoning, whilst the livestock were away from the premises and had strayed from the area in which they had been confined immediately prior to the loss, including droving along a public highway / thoroughfare.</p> <p>Fatal injury to livestock belonging to, or in the care, custody or control of you caused solely by violent accidental external and visible means whilst being conveyed by motor vehicle, including loading and unloading on or from such vehicle.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of</p>	<p>1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury</p>

<p>the occurrence of such injury.</p>	
<p>L - Fatal Injury To Livestock (Whilst on own premises).</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you. Such injury caused solely by violent, accidental, external and visible means including poisoning whilst the livestock are situated on the premises.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ol style="list-style-type: none"> 1) The first £250 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury. 6) Losses as a result of the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or inundation from the sea whether resulting from storm or tempest or otherwise.
<p>M – Livestock in Transit only</p> <p>Cover is provided for fatal injury to livestock belonging to, or in the care, custody or control of you caused solely by violent accidental external and visible means whilst being conveyed by motor vehicle, including loading and unloading on or from such vehicle.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury.
<p>N – Livestock Worrying</p> <p>Injury to livestock belonging to, or in the care, custody or control of you, caused by dogs (other than a dog or dogs owned by you or any member of your family residing in his household or in the custody of the Insured), foxes and vermin.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such livestock or its necessary slaughter</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss. 2) Losses in respect of slaughter without our consent unless authorised by a qualified veterinary surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury. 3) Losses in respect of castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified

<p>in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<p>by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the animal's life. 4) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party. 5) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury.</p>
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CLAUSES

ALTERNATIVE TRADING

If during the **Indemnity Period** the **business** shall be carried on elsewhere than at the **premises** either by **you** or by others on **your** behalf the revenue earned as a result thereof shall be brought into account in arriving at the **Revenue** earned during the **Indemnity Period**.

PROFESSIONAL ACCOUNTANTS

Any particulars or details contained in **your** books of account or other business books or documents which may be required by **us** for the purpose of investigating or verifying any claim hereunder may be produced by professional Accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates.

We will pay to **you** the reasonable charges payable by **you** to **your** professional Accountants for producing such particulars or details or any other proofs, information or evidence as may be required by **us** under the terms and conditions of this policy and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents PROVIDED that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the limitations of liability under the policy.

PREMIUM ADJUSTMENT

You shall, at inception and at each annual renewal of this insurance, provide a signed declaration showing **Revenue** earned during the financial year most nearly concurrent therewith.

If the declared **Revenue** exceeds the **Revenue** figure for such period on which the first or subsequent annual premium under this policy has been calculated, an additional premium shall be paid to **us** by **you** on the difference; if the declared **Revenue** be less, the premium on the difference shall be repaid to **you** but such return shall not exceed fifty percent of the said first or subsequent annual premiums respectively.

If any damage shall have occurred giving rise to a claim under this policy such adjustment shall be made in respect only of so much of the said difference as is not due to such damage.

CLAIMS PAYMENT

- (a) Payments on account may be made during the **Indemnity Period**, if desired, subject to any necessary adjustment at the termination of such period.
- (b) As long as the annual declaration, stated under the premium adjustment clause, shall have been made not later than 3 months after the expiry of each period of insurance, there shall be no penalty for underinsurance, subject to the general conditions contained in this policy.
- (c) If no annual declaration of **Revenue** has been made and the sum insured is less than "annual **Revenue**", the amount payable shall be proportionately reduced.

LIMITS

1. **We** will not pay any sum
 - (a) in excess of £50,000 in respect of any one **Stack** (see definition of **Stack**)
 - (b) in excess of the maximum payable for 5 **Stacks** at any one location.
2. In respect of **livestock** the maximum payable will not exceed the market value of the animal(s) involved with a maximum of £10,000 any one animal.

EXTENSIONS

DEBRIS REMOVAL

Each insurance on revenue includes debris removal costs necessarily and reasonably incurred by **you** with **our** consent in removing **produce, deadstock and livestock** for sale following insured damage.

Provided that **we** will not pay for any costs

- a) incurred in removing debris except from the site of such property and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Policy
- c) exceeding £500 in respect of any one animal with a maximum of £2,000 in any one **period of insurance**

VETERINARY SURGEON FEES

We will pay for veterinary surgeons fees up to £1,000 per animal, with a maximum of £5,000 in respect of any one claim, including treatment fees necessarily incurred in an attempt to prevent death of **livestock**, as a result of an insured event as specified in the schedule.

PREVENTION OF ACCESS

We shall pay for loss of gross revenue arising from destruction of or damage to property in the vicinity of the **premises**, which shall prevent or hinder the use of the **premises** or access thereto, whether the **premises** or property of **you** therein shall be damaged or not, but excluding loss or destruction of or damage to property of any supply undertaking from which **you** obtain electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services to the **premises**.

BOOK DEBTS

If **your** books of account or other business books or records at the **premises** be destroyed or damaged by the perils insured and in consequence thereof **you** are unable to trace or establish the outstanding debit balances, in whole or in part, due to **you** then **we** will pay to **you**, in respect of revenue earned, the amount of loss resulting from such loss or damage.

The Insurance is limited to the loss sustained by **you** in respect of outstanding debit balances directly due to the damage and the amount payable in respect of any one occurrence of damage shall not exceed:-

- (a) The difference between the outstanding debit balances and the total of the accounts received or traced in respect thereof
- (b) The additional expenditure incurred, with **our** consent in tracing and establishing customers' and clients' debit balances after the damage
- (c) £2500

UNSPECIFIED SUPPLIERS

For the purpose of this clause only, the **premises** are amended to include:

The **premises** of any of **your** suppliers or processors of components, goods or materials but

excluding the **premises** of any public supply undertaking from which **you** obtain electricity, gas or water

and

premises not in **your** occupation where **your** property is stored

Cover is applicable in Great Britain or Northern Ireland

Limit – 10% of the Sum Insured

UNSPECIFIED CUSTOMERS

For the purpose of this clause only, the **premises** are amended to include:

The **premises** of any of **your** customers situated in Great Britain and Northern Ireland provided that

For the purposes of this extension the term "customers" means those companies, organisations or individuals with whom at the time of the damage **you** have contract or trading relationships to supply goods or services.

Limit – 10% of the Sum Insured.

STORAGE SITES

Any loss as insured by any item on Gross Revenue resulting from interruption of or interference with the **business** in consequence of damage to property at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from damage to property used by **you** at the **premises**:

Any **premises** in **Great Britain** not in the occupation of **you** where **your** property is stored in connection with the **business**.

The maximum **we** will pay under this Extension is £10,000 in respect of any one occurrence.

PUBLIC UTILITIES

Any loss as insured by any item on Gross Revenue resulting from interruption of or interference with the **business** in consequence of damage to property at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from damage to property used by **you** at the **premises**:

1. Property at any generating station or sub station of the public electricity supply undertaking from which **you** obtain electricity
2. Property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which **you** obtain gas
3. Property at any water works or pumping station of the public water supply undertaking from which **you** obtain water

The maximum **we** will pay under this Extension is 10% of the sum insured.

PROPERTY TEMPORARILY REMOVED

This section of the policy extends to include any property insured hereby whilst temporarily removed from the **premises** for a maximum period of six months anywhere in Great Britain, the Isle of Man, or the Channel Islands including transit. The amount insured by the said item shall stand reduced by the value of the property so removed in terms of this Clause. The protection afforded by this extension of cover applies only in so far as such property so removed is not otherwise insured.

REPLACEMENT OF DEEDS AND DOCUMENTS

We will pay for the legal and clerical costs of the reproduction or restoration of deeds and documents lost or damaged as the result of an insured event as specified in the schedule

The most that **we** will pay in respect of any one claim is £5,000

MURDER DISEASE AND SUICIDE

We shall pay for loss of revenue resulting from interruption of or interference with the **business** at the **premises** as a result of:

a) the occurrence of any of the following human notifiable diseases:

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

- at the **premises** or within a 25 mile radius of it
- b) murder or suicide at the **premises**
 - c) poisoning traceable to the consumption of food and drink provided at the **premises**
 - d) the discovery of vermin or pests in the buildings at the **premises** that prevents the use or part use of the buildings
 - e) a defect in the drains or other sanitary arrangements at the **premises**

Provided that:

- 1) the restriction on the use of the **premises** is only on the order of a competent public authority
- 2) **we** will not be liable under this extension for any interruption or interference with the **business** lasting for more than 12 weeks
- 3) the maximum amount that **we** will pay under this extension is £50,000 in any one **period of insurance**

BOMB SCARES

We will pay for loss of revenue resulting from interruption of or interference with the **business** at the **premises** as a result of the suspected or actual presence of an incendiary or explosive device which prevents or hinders access to the **premises**

Provided that:

- 1) **we** will not be liable for any loss occurring during the first 4 hours; or
- 2) **we** will not be liable for any loss occurring in Northern Ireland
- 3) the maximum amount that **we** will pay under this extension is £50,000 in any one **period of insurance**

FORCED SALE OF DAIRY COWS

We will pay for loss sustained by **you** as a direct consequence of an insured event at the **premises** which necessitates the forced sale of dairy cows. **We** will pay the difference between the sale price and the current herd value, but this shall not exceed £2,500 in respect of each animal sold, nor in aggregate the sum insured for dairy revenue.

Provided that **we** will not be liable for the value of milk which would have been produced during the indemnity period.

AGREED CONTRACT PRICE EXTENSION

If any goods produce or **livestock** that are sold but not delivered and for which **you** remain responsible are lost or damaged and form part of a valid claim under this section **we** will consider their value to be the sale price.

LOSS OF ESSENTIAL PERSONNEL

We will pay for additional costs and expenses necessarily and reasonably incurred in order to minimise the interruption to or interference with the **business** at the **premises** as a consequence of:

- a) the death of **you** or one of **your** directors
- b) total and permanent disablement of **you** or one of **your** directors which prevents them from attending to their normal occupation

occurring during the **period of insurance** due to accidental and violent injury which but for such additional costs and expenses would have taken place.

The maximum amount that **we** will pay under this extension is £25,000 in any one **period of insurance**.

HIRE EXTENSION

Cover:

In the event of the interruption of **your business** due to the happening of an insured contingency shown as insured on **your** policy schedule, **we** will pay to **you** additional expenditure necessarily and reasonably incurred by **you** in consequence of the damage in order to hire replacement agricultural vehicles or machinery during a period not exceeding twelve consecutive calendar months from the date of the damage.

This section also includes within the sum insured specified in the schedule an amount in respect of reasonable charges payable by **you** to **your** auditors or **your** Professional Accountants for producing and certifying any particulars or details contained in **your** books of Account or any other proofs, information or evidence as may be required by **us**.

PROVIDED THAT:

- (a) **our** liability shall not exceed the sum stated in the schedule
- (b) **we** will not be liable for any loss under this section unless at the time of the happening of the damage there shall be in force an insurance covering **your** interest in the property at the **premises** against such damage and payment shall have been made or liability admitted therefore under such insurance
- (c) the sum insured is limited to £10,000, unless otherwise stated in the policy schedule, during any one **period of insurance**.
- (d) **you** are responsible for paying the first £250 of each and every loss.

CONDITIONS

We may avoid liability under any item of this section if:

- (a) **The business** is wound up or carried on by a liquidator or receiver or permanently discontinued, or
- (b) **Your** interest ceased otherwise than by death, or
- (c) any alteration is made either in the **business** or in the **premises** or property therein whereby the risk of damage is increased.

after the commencement of this insurance unless its continuance be admitted by endorsement signed by or on behalf of **us**.

MATERIAL DAMAGE CONDITION

We will not pay in respect of any damage insured by this section unless

- a) there is in force at the time of the damage an insurance policy covering **your** interest in the property at the **premises** for the damage and

- b) payment has been made or liability admitted for such damage or payment would have been made or liability admitted for such damage but for the exclusion of losses below a stated amount

This condition does not apply in respect of **produce, deadstock** or **livestock** for sale.

EXCLUSIONS

This section does not cover:

- (1) the wilful act or wilful neglect of **you**
- (2) wear and tear, deterioration or gradually developing flaws or defects
- (3) the deliberate act of any Supply Authority or by the exercise by any such authority of its power to withhold or restrict supply
- (4) confiscation or destruction or requisition by order of the Government or any Public Authority.

Liability Insurance – Words with Special Meanings

This part of the policy sets out the words which have a special meaning under Section 8, 9 and Legal Defence Costs. Each word is listed together with its meaning.

1. **Person Entitled to Indemnity** shall mean
 - a) **you**
 - b) **your** personal representatives in respect of legal liability incurred by **you**
 - c) at **your** request
 - 1) any principal
 - 2) any director or partner of **yours**
 - 3) any **Person Employed** against legal liability in respect of which **you** would have been entitled to indemnity under this Policy if the claim had been made against **you**
 - 4) the officers committees and members of **your** canteen social sports and welfare organizations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - 5) any director or partner of **yours** or **Employee** in respect of private work undertaken by any **Person Employed** for such director partner or **Employee** with **your** prior consent each of whom shall as though **you** be subject to the terms of this Policy so far as they can apply
2. **Employee** shall mean any individual under a contract of service or apprenticeship with **you**
3. **Person Employed** shall mean any
 - A) **Employee**) while under
 - B) labour master and individuals supplied by him) the
 - C) individual employed by labour only sub-contractors) direct control
 - D) self employed individual (not being in partnership) and
 - with **you**)) supervision of
 - E) individual hired to or borrowed by **you**) **you**
 - F) individual undertaking study or work experience) while under **your** supervision
4. **Injury** shall mean
 - Section 8**
bodily injury death disease or illness
 - Section 9 and Legal Defence Costs**
Bodily injury mental injury death disease illness wrongful arrest or false imprisonment
5. **Property** shall mean material property, but shall not include **data**.
6. **Business** shall mean that which is specified in the Schedule and conducted solely from **premises** in Great Britain Northern Ireland and Channel Islands or the Isle of Man and shall include
 - A) ownership repair and maintenance of **your** own property

- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any **person employed**
 - C) fire and security services maintained solely for the protection of **premises** owned or occupied by **you**
 - D) private work undertaken by any **person employed** for any director or partner of **yours** or **Employee** with **your** prior consent
- but in respect of Section 8 shall not include any work undertaken **offshore**
7. **Offshore** shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
 8. **Event** shall mean one occurrences of a series consequent on or attributable to one source or original cause
 9. **Insured's contribution** shall mean the amount or amounts specified in the Schedule which the **you** agree to pay
 10. **Intellectual Property Rights** shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property
 11. **Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
 12. **Asbestos dust** shall mean fibres or particles of **asbestos**
 13. **Asbestos containing materials** shall mean any material containing asbestos or asbestos dust
 14. **Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programmes and firmware
 15. With the exception of Legal Defence Costs, **Limit of Indemnity** shall mean £10,000,000 for any one event or for all events happening during any one period of insurance in respect of products supplied
 16. In respect of Legal Defence Costs, **Limit of Indemnity** shall mean £250,000

Section 8. Employers Liability

The insurance provided by Section 8 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by **us** or with **our** written consent) any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the Schedule

We will provide indemnity to any **Person Entitled to Indemnity**

1. against legal liability for damages in respect of injury of any **Person Employed** caused during any **period of insurance**
 - A) in Great Britain Northern Ireland and Channel Islands or the Isle of Man
or
 - B) while temporarily outside these territoriesarising out of and in the course of employment by **you** in the **business**
2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) the defence of any criminal proceedings brought or in appeal against **you** or director or partner or **Employee** of **yours** for an offence of manslaughter
 - 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in Injurywhich may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** aboveincurred with **our** written consent

Provided that in respect of any one Event

1. the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the **Limit of Indemnity**
2. **We** may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at **our** absolute discretion the claims arising out of such Event can be settled **We** will then relinquish control of such claims and be under no further liability in respect thereof

Exclusions to Section 8

The indemnity will not apply to legal liability

1. In respect of Injury for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community
2. for
 - A) fines or penalties
 - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Extensions to Section 8 (each of which is subject otherwise to the terms of this Policy)

1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- (A) By any **Employee** or the personal representatives of any **Employee** in respect of **Injury** of the **Employee** caused during any **period of insurance** and arising out of and in the course of employment by **you** in the **business**
- (B) against any company or individual operating from **premises** within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- (C) remaining unsatisfied in whole or in part six months after the date of such judgement

at **your** request **we** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

- | | | |
|-----|---|------|
| (A) | any director or partner of yours | £500 |
| (B) | any Employee | £250 |

3. Agricultural Wages Act 1948

If the policy schedule states that Agricultural Wages Act Cover applies **we** will indemnify **you** in respect of **your** obligation on **your** part under the provisions of the Agricultural Wages Act 1948 (or any subsequent amending legislation or equivalent legislation in Scotland Wales or Northern Ireland if **you** are subject to that legislation) to any **Employee**, but only to the extent that **you** are unable to recover such payment from any other source.

If **you** are subject to the laws of England **we** will indemnify **you** on the basis of **your** obligations under the most recent Agricultural Wages Order made under the provisions of the Agricultural Wages Act 1948.

If at the time of any incident which results in a claim under this section, there is also a claim under Section 17 (Personal Accident and Sickness) for the same incident, **we** will only make payment under one section, on the basis that the higher benefit will prevail. For the avoidance of doubt, this clause only relates to weekly benefits and not capital sums.

Endorsement to Section 8

Terrorism Endorsement

Our liability under this Section for damages costs and expenses payable in respect of any one claim against **you** or series of claims against **you** arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from a **Terrorist Act**.

For the purposes of this Exclusion Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means.

Section 9. Public/Products Liability

We will provide indemnity to any **Person Entitled to Indemnity**

1. up to the **Limit of Indemnity** against legal liability for damages in respect of
 - (A) accidental Injury of any person
 - (B) accidental loss of or damage to Property
 - (C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of **you** or which is a natural consequence of the ordinary conduct of the **business** and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission

occurring anywhere in the world during any **period of insurance** in connection with the **business**

2. against legal liability for claimant's costs and expenses in connection with 1 above

3. in respect of

A) costs of legal representation at

- 1) any coroner's inquest or inquiry in respect of any death
- 2) the defence of any criminal proceedings brought or in appeal against **you** or a director or partner or **Employee of yours** for an offence of manslaughter
- 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above

incurred with **our** written consent

Provided that in respect of

- (A) any one Event
- (B) all Events happening during any **period of insurance** in respect of products supplied
- (C) all incidents considered by **us** to have occurred during any **period of insurance** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by **us** in respect of 1 above and all Extensions and Memoranda shall not exceed the **Limit of Indemnity**
- 2 The **Insured's Contribution** in respect of damages and claimant's costs and expenses will be payable before **we** shall be liable to make any payment
- 3 **We** may at any time pay the **Limit of Indemnity** (less any sums already paid as damages) or any less amount for which at **our** absolute discretion the claims arising

out of such Event can be settled. **We** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which **we** may be responsible prior to the date of such payment

- 4 where **we** are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the **Limit of Indemnity**

Special Condition

When crop-sprays are applied by or on behalf of **you** on **your** own land it is a condition precedent to liability that

- (A) all reasonable precautions be taken to prevent loss of or damage to stock and crops belonging to owners of adjacent property
- (B) Wind speed, at the time of crop spraying, does not exceed force 4 on the Beaufort Scale

Exclusions to Section 9

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of **you** or any **Person Entitled to Indemnity** of any
- (A) mechanically propelled vehicle other than legal liability arising out of
- 1) the use of plant as a tool of trade on site
 - 2) the use of plant at **your premises**
 - 3) the loading or unloading of any vehicle
- except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- (B) aircraft or other aerial device
- (C) aerospacial device
- (D) hovercraft
- (E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 for bodily injury or mental injury to or death disease or illness of any **Person Employed** arising out of and in the course of employment by **you** in the **business**
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of **you** other than
- (A) **Employees'** directors' or visitors' personal effects including vehicles and their contents
- (B) **Premises** and their contents not owned by or leased or rented to **you** at which **you** are undertaking work in connection with the **business**
- (C) **Premises** and their fixtures and fittings leased or rented to **you** unless such legal liability
- (1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - (2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such **premises** and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **period of insurance**

Provided that all pollution or contamination which arises out of one incident shall be considered by **us** for the purposes of this Policy to have occurred at the time such incident takes place

- 5 A) in respect of loss of or damage to any
(1) product supplied) by **you**
(2) contract work executed)
caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement
of
any
(1) product supplied) by **you**
(2) contract work executed)
necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6 arising from or in connection with
A) advice)
B) design) provided for a fee
C) specification)
- 7 arising from or in connection with
1) product supplied) by **you**
2) contract work executed)
where such legal liability has been accepted by agreement except to the extent that
such liability would have attached in the absence of such agreement
- 8 for the cost of remedying
(A) any defect or alleged defect
(B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**
in **premises** disposed of by **you**.
- 9 for mental injury or fear of suffering bodily injury death disease or illness arising out of
actual or suspected exposure to **Asbestos, Asbestos Dust or Asbestos Containing**
Materials.
- 10 for the costs of management (including those of any persons under any statutory duty
to manage) removal repair alteration recall replacement or reinstatement of any
property or part thereof arising out of the presence of **Asbestos, Asbestos Dust or**
Asbestos Containing Materials.
- 11 for
A) fines or penalties
B) compensation ordered or awarded by a Court of Criminal Jurisdiction
C) aggravated exemplary or punitive damages awarded by any court outside
Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 12 for injury, loss or damage arising in connection with any product which, with **your**
knowledge, is exported to Canada or the United States of America
- 13 for injury, loss or damage caused by the use or storage of explosives other than for
farming or agricultural purposes on land owned or rented by **you**
- 14 for injury, loss or damage arising from the use of land or buildings owned or rented by
you and not forming part of the **premises**
- 15 arising from growing or selling of genetically modified crops
- 16 the first £500 payable for loss or damage arising as a result of **livestock** straying onto
the public highway from unfenced or common land.

Business Activities

Where cover is provided for the following business activities the following terms, conditions and exclusions apply:

Agricultural Contracting

The indemnity provided includes legal liability in respect of accidental failure of livestock, crops or plants to achieve the expected standard of growth or yield. This indemnity will not apply to legal liability from the sale or supply of goods by **you**.

We will not cover

- a) excavations exceeding 1 metre depth from the surface
- b) demolition or the use of explosives
- c) tunnelling, pile driving, dam construction or work within or behind dams
- d) water diversion
- e) the construction, alteration or repair of towers, steeples, chimneys, shafts, viaducts, bridges or docks
- f) the spraying of crops
- g) the felling, topping or lopping of any tree exceeding 6 metres in height
- h) the use of any welding or cutting equipment involving a heating or burning process away from the premises.
- i) the first £250 of each and every claim for damage to third party property

Residential Property Owner

It is a condition precedent to our liability make a payment under this section that the residential property(ies) specific to this activity must be covered under Section 1 of this policy and shown on the schedule

Commercial Property Owner

It is a condition precedent to our liability make a payment under this section that the commercial property(ies) specific to this activity must be covered under Section 4 of this policy and shown on the schedule

Holiday Accommodation and Bed & Breakfast

It is a condition precedent to our liability make a payment under this section that:

- a) the property(ies) specific to this activity must be covered under Section 1 of this policy and shown on the schedule and
- b) there must be no more than 6 guests accommodated in the bed & breakfast accommodation at any one time

Caravan Storage

Cover is extended to include **your** legal liability to pay for loss or damage to caravans in **your** custody and/or control. The maximum **we** will pay for any one caravan is £10,000 subject to a maximum payable in any one **period of insurance** of £250,000. **We** will not pay the first £500 of each and every claim.

It is a condition precedent to our liability make a payment under this section that:

- a) any calor gas bottles must be disconnected and removed to at least 10 metres from any building or caravan and
- b) all four corners of each caravan must be securely anchored, unless it is contained in a wind and waterproof building

Horse Activities

The term "horses" refers to horses, ponies, mules or donkeys.

The following exclusions apply whenever the activity undertaken involves horses.

We will not cover

- a) teaching, supervising or escorting any person riding a horse whether the horse is owned by **you** or not
- b) any accident whilst any stallion is serving or attempting to serve a mare
- c) damage to any wall, fence, hedge, gate, land or crop arising out of the use of horses other than arising from a sudden and unforeseen accident or from the horse bolting or being startled
- d) the use of horses for pulling horse drawn vehicles on public highways
- e) failure to adequately break in any horse for riding
- f) injury or damage to horses owned by **you** or for which **you** are responsible
- g) participation in any organised racing or steeplechasing at race courses
- h) the first £250 of each and every claim for damage to third party property

This policy does not provide the level of insurance cover required under the Riding Establishments Act 1970.

Shoot Organiser

If a claim is made upon any member of the shoot by another member and if the claim is such that if made upon **you** would be covered by the policy we will cover the member in respect of the claim provided that:

- (a) the member is not entitled to indemnity under any other policy or policies
- (b) the member shall as though he were **you** observe fulfil and be subject to the terms exceptions limits and conditions of this policy as far as they can apply

Leasing of land to others

Cover is in respect of legal liability arising from defects in the leased land. Any involvement that **you** have in the organisation of activities or events upon the leased land is excluded.

Extensions to Section 9 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If **The Insured** comprises more than one part **we** will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity**

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

- | | | |
|----|---|------|
| A) | any director or partner of yours | £500 |
| B) | any Employee | £250 |

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) **we** will provide indemnity to **you** against legal liability arising out of the use in the course of the **business** by any **Employee** of any mechanically propelled vehicle not the property of nor provided by **you**

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by **you**

- C) in respect of which **you** are entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 **Overseas Personal Liability**

We will provide indemnity to **you** and if **you** so request any **Employee** or director or partner of **yours** against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **business**

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

5 **Obstructing Vehicles**

Where any vehicle is causing an obstruction and interfering with the performance of the **business we** will provide indemnity against legal liability for accidental bodily injury or loss of or damage to property arising from the movement of such vehicle by the Policyholder or an employee of the Policyholder or the application of a wheel clamp to the vehicle provided that

- a) if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from **your premises**
- b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

This indemnity will not apply in circumstances where it is compulsory for **you** to insure or provide security as a requirement of any road traffic legislation.

6 **Data Protection**

We will provide indemnity to **you** and if **you** so request any **employee** or director or partner of **yours** against legal liability occurring during the **period of insurance** arising from holding personal **data** or as a result of any loss misuse or unauthorised disclosure of personal **data** held by **you** in the course of the **business**.

Provided that **we** will only pay

- A) amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- B) if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within Great Britain Northern Ireland the Channel Islands or the Isle of Man

We will not cover

- A) fines or penalties imposed by a court
- B) the costs of any appeal against the refusal of an application for registration or alteration in connection with the Data Protection legislation or any enforcement deregistration or prohibition notice
- C) the cost of replacing reinstating rectifying or erasing any personal **data**
- D) refund of any monies paid to **you** by any claimant
- E) legal liability covered by any other insurance

7 **Clean Up Costs**

A) **We** will provide indemnity to any **Person Entitled to Indemnity** in respect of **Clean Up Costs**

- i) arising or of any **Sudden Pollution or Contamination Incident** for which **you** are legally responsible to pay provided that such **Clean Up Costs** arising solely under a statutory provision in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- ii) in respect of costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the **our** written consent
- iii) in respect of costs and expenses incurred with the **our** written consent in any appeal against any statutory notice served or to be served upon **you** by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension

B) The indemnity provided under Section 9 – Public/Products Liability will not apply to any costs (including where applicable **Clean Up Costs**):

- i) incurred in achieving any improvement betterment or alteration in the original property
- ii) for remedial action carried out on or in relation to property which at the time of the **Sudden Pollution or Contamination Incident** giving rise to such legal liability is owned by or held in trust by or in the custody or control of **you**
- iii) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- iv) arising out of genetically modified organisms
- v) comprising of the first £1,000 any one **Sudden Pollution or Contamination Incident**.

C) **Clean Up Costs** shall mean the costs reasonably incurred by

- i) a government agency or regulatory body
- ii) **you** with **our** written consent where a government agency or regulatory body would have required remediation

in each case in carrying out remedial action performed following a **Sudden Pollution or Contamination Incident** in respect of which **you** are legally responsible and shall include costs to curtail or minimise further pollution or contamination arising from such an incident once occurred

D) **Sudden Pollution or Contamination Incident** shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland the Channel Islands or the Isle of Man during any **period of insurance**

Provided that

- i) all pollution or contamination which arises out of one incident shall be considered by **us** for the purposes of the Policy to have occurred at the time such incident takes place
- ii) the total amount payable for **Clean Up Costs** shall not exceed £1,000,000 for all incidents considered by **us** to have occurred during any **period of insurance**
- iii) the total amount payable for pollution or contamination including **Clean Up Costs** shall not exceed the **Limit of Indemnity** shown in the Schedule for all incidents considered by **us** to have occurred during any **period of insurance**

We will cover the amount of damages which **you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of accidental **injury** or **property** damage, occurring during the **period of insurance**, arising out of **premises you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

- 1 loss of or damage to the land or **premises** disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy

Legal Defence Costs

We will provide indemnity to **you** and if **you** so requests any **Employee** or director or partner of **yours**

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with **our** written consent
- B)** costs awarded against **you** or any director partner or **Person Employed**

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any **period of insurance** in the course of the **business** but only in respect of proceedings brought as stated in Parts **A** and **B** below

Part A

In respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of **yours**

Part B

- 1 The Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a **Person Employed** director or partner of **yours**
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part A and B the indemnity will not apply

- A) to fines or penalties of any kind
 - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) where Injury of any person or loss of or damage to Property has occurred
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1) You**
 - 2) any partner or director of **yours**
 - 3) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the indemnity will apply only where shown in the Schedule
 - 3 **We** may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at **our** absolute discretion the claims arising can be settled but including any amount for which **we** may be responsible prior to the date of such payment **we** will then relinquish control of such claims and be under no further liability in respect thereof
 - 4 where **we** are liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Section 9A. Environmental Liabilities

Section 9A of the policy is written on a “claims made and reported” basis. It requires that a Claim is made against you during the Period of Insurance and reported to us during the same Period of Insurance or within thirty (30) days of the expiry date of the policy. Section 9A also requires that you notify us of any emergency measures carried out by you that give rise to Emergency Costs as soon as possible. Section 9A may also have other provisions that are different from other policies you have purchased.

Cover

We will indemnify you against Loss and Cleanup Costs that you are legally liable to pay resulting from

1. (A) a **Pollution Condition** or **Natural Resource Damage**
 - 1) in, on, at, under, or emanating from a **Premises** arising in connection with **Agriculture** carried out by **you** at a **Premises**,
 - 2) arising out of any **Agricultural Contracting**, or
 - 3) arising during **Transportation**, and
- (B) **Legal Expense** connected with any such **Loss** or **Cleanup Costs**, provided that:
 - (i) the **Pollution Condition** or **Natural Resource Damage** commences on or after the **Retroactive Date** and results in a **Claim**;
 - (ii) the **Claim** is first made against **you** during the **Period of Insurance**; and
 - (iii) **you** notify **us** of the **Claim** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of the policy.
2. **We will also indemnify you for Emergency Costs** resulting from a **Pollution Condition** or **Natural Resource Damage** as specified in Sections 1.A.1) to 1.A.3) above provided **you** notify **us** as soon as possible of the emergency measures carried out by **you** that give rise to such **Emergency Costs**.

Words with special meanings

The following words have a special meaning under this Section 9A of the policy. Each word is listed together with its meaning.

Above Ground Storage Tank(s) means any stationary container or vessel, including associated piping connected to it, which has a capacity of five thousand (5,000) litres or more and is less than ten per cent (10%) beneath the surface of the ground.

Agricultural Contracting means the provision of services by **you** or on **your** behalf for the production of crops and **livestock**, agricultural engineering work, agricultural haulage or agricultural produce storage.

Agriculture means:

1. dairy farming;
2. the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);

3. the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery;
4. **Agricultural Contracting**; or
5. the following specified activities:
 - a. Leisure activities – camping, caravan, bed & breakfast;
 - b. Livestock activities – horse livery, cattery/dog kennel, shooting, fishing;
 - c. Retail activities – farm shop, open farm; and
 - d. Property activities – – occupation by **you** of residential property and / or the letting of real property owned by **you** for residential, commercial or retail use.

For the avoidance of doubt, **Agriculture** does not include any **Excluded Activities**.

Appointed Loss Adjustor means the company appointed by **us**, whose authority is strictly limited to the authority specified in the **Pollution Response Extension** and **Conditions** sections of this Section 9A.

The 24-hour Hotline for **the Appointed Loss Adjustor** is **020 7933 7334**

Claim means a demand, notice or assertion of a legal right alleging liability or responsibility on **your** part and includes any legal proceedings against **you** arising out of any **Pollution Condition** or **Natural Resource Damage**.

Cleanup Costs means costs:

1. to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any **Pollution Condition** provided that payment of such costs is required by law enacted to impose liability for a **Pollution Condition**, and
2. to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the **Environmental Liability Directive**,

provided that such costs have been incurred by:

- (a) **you** or on **your** behalf; or
- (b) a governmental authority acting under authority of a law enacted to impose liability for a **Pollution Condition** or **Natural Resource Damage**.

Cleanup Costs also include costs necessarily incurred by **you** to repair, restore or replace real or personal property at a **Premises** which is damaged while incurring **Cleanup Costs**, to the condition it was in prior to being damaged during the course of incurring **Cleanup Costs**, provided such costs do not exceed the actual cash value of the real or personal property immediately before the damage and further provided that the costs are not incurred in respect of any improvements or betterments.

Cleanup Costs also include **Emergency Costs** with the exception of **Emergency Costs** for **Illegal Waste**.

Emergency Costs means reasonable and necessary expenses for emergency measures carried out by **you** at **your** sole initiative without the prior approval of the **Appointed Loss Adjustor** where **you** have no choice but to carry out such measures because any delay by **you** in immediately carrying them out could result in a **Pollution Condition** or **Natural Resource Damage** or a significant increase in the costs of dealing with a **Claim**.

The maximum indemnity limit for **Emergency Costs** is £50,000.

Emergency Costs do not include **Pollution Response Costs** or any costs that involve or are otherwise based upon or arise out of **Illegal Waste**.

Employee means any individual under a contract of service or apprenticeship with **you**.

Environmental Liability Directive means legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage into the domestic law of **Great Britain**, including any amendments to such legislation, provided that the legislation has the force of law.

Excluded Activities means any of the following carried out by **you** or **your** tenant:

1. any activities falling outside of the definition of **Agriculture** or **Agricultural Contracting**;
2. any activity including but not limited to intensive farming that requires a permit or an exemption under the Environmental Permitting (England and Wales) Regulations 2016, as may be amended or re-enacted from time to time, or equivalent legislation in Scotland or Northern Ireland with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption in Scotland or Northern Ireland);
3. collection, storage, transportation, spreading or spraying of human waste;
4. crop spraying undertaken by any person not holding the appropriate certification;
5. non-recreational fish farming;
6. for **Agricultural Contracting** only, the spraying of pesticides, herbicides, insecticides and fungicides;
7. any waste collection, storage, transfer, treatment, incineration, landfilling and/or disposal that is not associated with **Agriculture** and/or is unlawful; or
8. waste water treatment.

Genetically Modified Organism means an organism or microorganism, or the organisms or microorganisms from which they have been derived, in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination.

Illegal Waste means any **Pollutants** or any drums, tanks or similar containers holding, or that have held, **Pollutants** that have been abandoned in, on or at **your Premises** by anyone other than **you**, and without **your** knowledge or consent.

Injury means bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

Legal Expense means reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a **Claim**, provided such fees, costs, charges and expenses are incurred with **our** prior written approval, which approval will not be unreasonably withheld or delayed.

Legal Expense does not include time and expense incurred by **you**, nor salaries of **Employees** in assisting in the investigation or resolution of a **Claim**, nor fees and expenses of lawyers or other experts retained by **you**.

Loss means

1. accidental **Injury** to any person; and
2. accidental **Property Damage**,

occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with **Agriculture** or arising out of any **Agricultural Contracting**, or arising during **Transportation**.

Natural Resource Damage means physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the **Environmental Liability Directive**.

Pollutants means any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste, and **Illegal Waste**.

Pollution Condition means the discharge, dispersal, release, seepage, migration, or escape of **Pollutants** into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.

Premises means any premises within **Great Britain** owned, used or occupied by **you**, provided that the premises are used for **Agriculture**.

Products Supplied means

1. products including containers, packaging or instructions sold or supplied; and
2. work or services undertaken including goods or materials used by **you** or on **your** behalf in the course of the **Business**.

Property Damage means physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed provided that such physical injury or destruction of tangible property or loss of use is caused by a **Pollution Condition** or **Natural Resource Damage**.

Property Damage does not include **Cleanup Costs** or **Emergency Costs**.

Retroactive Date means the date specified in the Schedule for Section 9A or, if no date is specified in that Schedule, the inception date of the earliest policy under which **you** have purchased

- 1) this section of the policy, or
- 2) coverage that provides materially the same cover as that provided under this section of the **Policy** and **you** have provided satisfactory evidence to show **us** that it is materially the same,

provided that **you** have continuously maintained coverage under 1) or 2) above.

Slurry Lagoon means a containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.

Transportation means the carriage including loading and unloading of property owned by **you** on public or private roads within **Great Britain** only by **you** or **your Employees** who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection with **Agriculture**.

Underground Storage Tank(s) means any stationary container or vessel, including the associated piping connected to it, which is at least ten per cent (10%) or more beneath the surface of the ground.

Pollution Response Extension (which is subject otherwise to the terms of this policy)

We will also pay **you** for

1. **Pollution Response Costs**, and
2. the reasonable and necessary expenses for emergency measures carried out by **you** at the specific recommendation of the **Appointed Loss Adjustor** because any delay by **you** in immediately carrying out such measures could result in a **Pollution Condition** or **Natural Resource Damage** or a significant increase in the costs of dealing with a **Claim**.

Pollution Response Costs means fees incurred by **you** for **your** appointment of the **Appointed Loss Adjustor** to assist **you** in responding to a **Pollution Condition** or **Natural Resource Damage** for which **you** may be, or are, legally liable for **Cleanup Costs** arising from **Agriculture** at a **Premises**, or arising from **Agricultural Contracting** or **Transportation**.

Pollution Response Costs do not include **Cleanup Costs** or **Emergency Costs** whether or not such **Cleanup Costs** or **Emergency Costs** are incurred by **you** pursuant to the recommendation of a consultant, contractor or any other person by the **Appointed Loss Adjustor**.

We agree that if **you** incur **Pollution Response Costs**, **you** shall not be required to seek prior approval from **us**.

If **we** conclude that **you** are not covered for **Loss**, **Cleanup Costs**, **Emergency Costs** and **Legal Expense** under this Section 9A, **our** liability for **Pollution Response Costs** incurred by **you** shall cease immediately following the receipt by **you** of **our** written conclusion(s).

For the avoidance of doubt, **we** shall continue to be liable to **you** for the payment of **Pollution Response Costs** prior to **your** receipt of **our** written conclusion(s) that **we** are not liable under this Section 9A. **We** shall not, however, be liable for any other liability which **we** conclude is not covered by this Section 9A regardless of the time at which **we** make that conclusion.

We have not authorised the **Appointed Loss Adjustor** to advise on, or to agree to, any matter relating to **our** liability, rights or obligations. For the avoidance of doubt, the **Appointed Loss Adjustor** is also not **our** agent for any other activity including but not limited to the appointment of or recommendation by any consultant(s) or contractor(s) to **you**.

Our payment of any **Pollution Response Costs** does not constitute an acceptance of liability for **Loss**, **Cleanup Costs**, **Emergency Costs** or **Legal Expense** under this policy.

Exclusions to this Section

The following exclusions apply to this Section 9A.

We will not provide indemnity:

- (1) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Above Ground Storage Tank** at a **Premises** which at the time of the accidental event that caused the **Pollution Condition** or **Natural Resource Damage** is:
 - (a) not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;

- (b) for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres.
- (2) based upon or arising out of:
- (a) the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any **Pollution Condition** or **Natural Resource Damage**, or breach of any law, permit, notice, order or other written instruction from any governmental authority or representative; or
 - (b) any **Pollution Condition** or **Natural Resource Damage** arising out of a deliberate act or omission, wilful misconduct or gross negligence on **your** part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility.
- (3) based upon or arising out of **your** assumption of liability in a written agreement or a breach of an agreement to which **you** are a party. This exclusion does not apply to liability that **you** would have in the absence of such agreement.
- (4) based upon or arising out of injury to any **Employee**.
- (5) based upon or arising out of any **Excluded Activities**.
- (6) based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages.
- (7) based upon or arising out of any **Genetically Modified Organism**.
- (8) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by **you** with, any law, permit, notice, order or other written instruction from any governmental authority or representative or the **Environmental Liability Directive**.
- (9) based upon or arising out of the existence, removal or abatement of any of the following:
- (a) lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or
 - (b) asbestos in any form, including but not limited to products containing asbestos, asbestos fibres, asbestos dust, and asbestos containing materials in, on or applied to any fixture, building or other structure.
- This exclusion does not apply to **Cleanup Costs** with respect to soil, groundwater and surface water.
- (10) based upon or arising out of a material change in the use of any **Premises** from that set forth by **you** in the application or other supplemental materials submitted to **us** as of the **Retroactive Date** and/or prior to the inception date of this policy.
- (11) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** at, or migrating from any **Premises** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Premises** was sold, given away, or abandoned by **you**, or divested involuntarily.
- (12) with respect to **Property Damage** only, damage to any property that is owned, leased or permanently operated from or by **you** or is in the care, custody or control of **you** or **your Employee** even if damage to such property is incurred to avoid or mitigate **Loss, Cleanup Costs** or **Emergency Costs** or to respond in any way to any **Pollution Condition** or **Natural Resource Damage**.

- (13) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Retroactive Date**.
- (14) based upon or arising out of any **Products Supplied** or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by **you** or on **your** behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the **Pollution Condition** or **Natural Resource Damage** occurs away from a **Premises** or after physical possession of such goods, materials or products has been relinquished to others.
- (15) based upon or arising out of any sheep dipping which has used, or are using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.
- (16) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Slurry Lagoon** at any **Premises** which at the time of the **Claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation.
- (17) based upon or arising out of the existence of any **Underground Storage Tank** at a **Premises** the existence of which was known to **you** at the **Retroactive Date**.

This exclusion does not apply to an **Underground Storage Tank** which is:

- (a) an in-ground treatment process tank open to the atmosphere;
- (b) a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
- (c) a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

Conditions

If more than one **Claim** is made in respect of the same or a related **Pollution Condition** or **Natural Resource Damage** happening prior to the expiry date of this policy each of the **Claims** shall:

- (a) be deemed to have been made at the point in time when the first of the **Claims** was made in writing,
- (b) only be the subject of indemnity if they are first made against **you** within five (5) years of the first **Claim** and relate to a **Pollution Condition** or **Natural Resource Damage**,

provided that any **Periods of Insurance** subsequent to the date of **Claim** being made as above shall exclude indemnity in respect of any **Claims** arising out of such **Pollution Condition** or **Natural Resource Damage**.

In the event any **Claim** is made against **you** for **Loss** or **Cleanup Costs**, **you** will give to the **Appointed Loss Adjustor**, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, **you** agree to furnish a written report to the **Appointed Loss Adjustor** as soon as practicable.

You shall forward to the **Appointed Loss Adjustor** every demand, notice, summons, order or other process including but not limited to written communications from a governmental authority received by **you** or **your** representative as soon as practicable.

No costs, charges or expenses will be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures commenced without **our** or the

Appointed Loss Adjustor's prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **Emergency Costs** incurred by **you**.

We shall have the right, in **our** sole discretion, to assume the conduct of the defence and settlement of any **Claim**.

If other valid, collectible insurance with any other insurer is available to **you** covering **Loss, Cleanup Costs** and/or **Emergency Costs**, the cover afforded by this Section 9A shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Section 9A subject to the terms, conditions, and limitations of such other insurance.

Section 10. Money

DEFINITIONS

MONEY

Money unless otherwise stated means current coin, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, current postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday pay cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices.

BUSINESS HOURS

Business Hours shall mean **your** usual office hours and the working hours (including overtime) during which **you your** principal or employees entrusted with **your** money are on the **premises** for the purpose of the **business**.

LIMITS OF LIABILITY

Our liability arising out of any one loss is limited to:

	Limit any one loss.
1. Stamped National Insurance cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed banker's drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000
2. Money other than described in 1 above not contained in locked safe in:	
(a) Your office premises outside business hours	£1,000
(b) the private dwelling houses of you, your principals or authorised employees	£1,000
3. Money other than described in 1 above from locked safes (details of which have been notified to and approved by us) outside business hours.	£1,500

ANY OTHER LOSS OF MONEY

As per schedule

It is a condition precedent to **our** liability to make a payment in respect of theft that whenever:

- (a) the cash in transit exceeds £2500 the carrier must be an able bodied adult between the ages 16 and 65 and must be accompanied by a similarly classified person
- (b) the cash in transit exceeds £5000 the carrier must be an able bodied adult between the ages 16 and 65 and must be accompanied by TWO similarly classified persons
- (c) the cash in transit exceeds £7500 it must be transported by a recognised security firm.

This Section covers:

1. LOSS OF MONEY that is **your** property or for which **you** are responsible in the course of the **business**:
 - (a) In transit
 - (b) In the custody of the collectors for twenty-four hours from the time of receipt or until the working day whichever is the later
 - (c) **On your premises**
 - (d) At the private dwelling houses of **your** principals or authorised employees
 - (e) Deposited in bank night safe until removed by a bank official but only up to the Limit Any One Loss.
2. Loss of or damage to:
 - (a) the safe(s) specified in the Schedule.
 - (b) any case, bag or waistcoat used for the carriage of money following theft or attempted theft therefrom.
3. Damage to clothing and personal effects belonging to any principal or employee of the **yours** following robbery or any attempt thereat up to a limit of £250 per person.

SPECIAL CONDITIONS

1.
 - (a) A complete record shall be kept of the Money in transit and on the **premises**.
 - (b) Such record shall be deposited in a secured place other than in the safes containing the money.
2. Outside business hours the safes shall be kept locked and the keys of the safe shall not be left on the **premises** unless the **premises** are occupied by the **you** or an authorised employee of **yours** in which case such keys if left on the **premises** shall be deposited in a secure place not in the vicinity of the safes.
3. In the event of loss of Money giving rise or likely to give rise to a claim under this section **you** shall forthwith give notice to the Police and take all practicable steps for discovering and punishing the guilty person or persons if any and for tracing and recovering the Money lost.

EXCLUSIONS

1. Shortages due to clerical or accounting errors
2. Loss due to the fraud or dishonesty of any employee of **yours**:
 - (a) not discovered within seven working days of its occurrence
 - (b) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies
3. Loss or damage arising elsewhere than in **Great Britain**
4. Loss of money from unattended vehicles.

Where stated in the Schedule the following extension applies:

PERSONAL ACCIDENT/ASSAULT EXTENSION

If any person whilst engaged in **your business** shall sustain accidental bodily harm by violent external and visible means arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal Money insured by this Section then **we** will reimburse **you** and his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits hereunder:

- | | | |
|----|---|---------|
| 1. | Death | £10,000 |
| 2. | Total loss by physical separation at or above the wrist or ankle or one or both hands or one or both feet or total and irrecoverable loss of all sight in one or both eyes | £10,000 |
| 3. | Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb) from attending to business of any kind and lasting twelve calendar months and at the expiry of | |

- | | | |
|----|--|---------------|
| | that period being beyond the hope of improvement | £10,000 |
| 4. | Total disablement from engaging in or giving attention to profession or occupation commencing within 12 calendar months of bodily injury payable for a maximum 104 weeks | £100 per week |
| 5. | Partial disablement from engaging in or giving attention to a substantial part of profession or occupation commencing within 12 calendar months of bodily injury payable for a maximum 104 weeks | £50 per week |

This extension does not cover:

- (a) Death or total loss of limb(s) that does not take place within twelve calendar months after the happening of the injury.
- (b) Any person who has attained the age of 70 years.
- (c) Death or bodily injury sustained outside the limits of Great Britain, the Isle of Man or the Channel Islands.
- (d) Payment shall not be made under more than one of the Benefits 1 to 4 in respect of the same injury except in the case of Benefit 4 which is payable in addition to Benefits 1,2 and 3 for the period up to the date at which the amount insured by benefits 1,2 and 3 becomes payable.

SPECIAL CONDITIONS TO THIS EXTENSION

- (i) The injured person must as early as possible place himself under the care of a medical practitioner.
- (ii) Immediate notice must be given to **us** in the event of the death of the injured person.
- (iii) In no case will **we** be liable to pay compensation in respect of the injured person unless the medical advisor appointed by **us** for the purpose shall be allowed so often as may be deemed necessary to make an examination of the injured principal or employee.

Section 11. Milk in Tanks

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Loss or damage to milk in your tank forming part of the plant as a direct result of:</p> <ul style="list-style-type: none"> (a) Faulty operation from any inherent cause of any thermostatic or automatic controlling device pertaining to the plant (b) The action of refrigerant fumes escaping from the plant (c) Accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority (d) Your milk collecting agency being unable to collect milk product at your premises which would otherwise have been collected under the terms of your sale contract. <p>The terms "milk in the tank forming part of the plant" shall be held to include milk which at the time of the occurrence giving rise to the loss or damage is otherwise on your premises and which would but for the occurrence have been placed in the tank.</p>	<ul style="list-style-type: none"> 1) Any amount exceeding £2000 in each period of insurance (unless otherwise stated in the Policy Schedule). 2) The first £100 of each and every loss. 3) Losses arising from the outbreak of a notifiable animal disease at the premises. 4) Losses arising from the outbreak or suspected outbreak of a notifiable animal disease elsewhere than at the premises occurring prior to the inception of this insurance. 5) Losses arising from any strike lockout or industrial dispute which commenced or of which notice of intention was given prior to the inception of this insurance. 6) Loss, destruction or damage by any cause of or to buildings, bulk milk tanks or other property at the premises. 7) Contamination of the milk whilst at the premises. (Except by refrigerant fumes). 8) Losses arising within seven days of the inception of this insurance. 9) Incorrect setting of thermostats or automatic controls.

CONDITION

You shall arrange an annual test of the refrigeration plant by a qualified engineer on the expiry date of any guarantee period and a written record shall be maintained of each test.

This insurance covers only claims notified to **us** during the **period of insurance**.

Section 12. Goods in Transit

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Your farm property, whilst being conveyed, for which you are responsible against all risks of physical loss or damage in your own vehicle(s) or those on loan or hire to you including whilst being loaded on to or unloaded from said vehicle(s). The limit of any one loss is stated in policy schedule.</p> <p>2. The Policyholders own sheets, ropes, chains, toggles or packing materials on vehicles – Limit of £10,000 any one loss.</p> <p>3. Personal effects of the Policyholder’s drivers not otherwise more specifically insured whilst in the Insured’s own vehicles – Limit any one driver any one loss £500.</p> <p>4. Property and stands belonging to you or for which you are responsible whilst at exhibitions up to a limit of £25,000 in any one period of insurance</p> <p>In addition we will pay expenses reasonably incurred by you in:</p> <p>(a) the removal of debris and site clearance of property damaged whilst in transit from the immediate area of the site where the damage occurred</p> <p>(b) transferring property to any other vehicle following fire, collision or overturning or impact of the conveying vehicles including carrying the property to original destination or to place of collection</p> <p>up to a limit any one loss of £10,000.</p>	<p>1) The Excess as specified in the schedule</p> <p>2) Loss or damage resulting from theft or attempted theft from the vehicle(s) which has been left unattended unless such vehicle(s) has been securely locked other than when on your own premises.</p> <p>3) Livestock.</p> <p>4) Deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title to property, precious stones, jewellery, explosives or goods of a dangerous nature</p> <p>5) Loss or damage caused by or due to rainwater, frost, explosives or goods of a dangerous nature, leakage or spillage of any liquid or goods from the receptacle unless the carrying vehicle overturns, or due to depreciation or deterioration not arising from the consequences of fire or accidental damage</p> <p>6) Any consequential loss.</p> <p>7) Losses occurring outside the limits of Great Britain, the Isle of Man, the Channel Islands or Northern Ireland nor sea transits between them.</p> <p>8) Eggs and bottles unless the carrying vehicle overturns, catches fire or a theft occurs.</p> <p>9) Personal Effects excludes cash, bank notes, credit cards, watches and jewellery</p> <p>10) loss destruction or damage to machinery at exhibitions due to its own running or operation</p> <p>11) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature at exhibitions unless resulting from fire</p>

CLAIMS SETTLEMENT

We will pay **you** the value of the farm property or any part thereof or the amount of the damage at the time of the happening of the damage or at **our** option repair, reinstate or replace such property or any part thereof.

Section 13. Deterioration of Stock Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of loss or damage by deterioration or putrefaction of stock in the cold chamber of any machine detailed in the Schedule while at the premises.</p> <p>A) due to the rise or fall in temperature resulting from any cause not hereunder excluded or</p> <p>B) due the action of refrigerant fumes which have escaped from the machine</p> <p>during any period of insurance at the commencement of which such machine does not exceed the age of fifteen years</p> <p>We will pay you the amount of such loss or damage but not exceeding as far as each item is concerned the Sum Insured or in all the Total Sum Insured</p> <p>The term 'stock in the cold chamber' shall be deemed to include the stock which at the time of the loss or damage giving rise to such deterioration or putrefaction is elsewhere on the premises but which would in the normal course be placed in the said cold chamber</p> <p>We will also pay:</p> <ol style="list-style-type: none"> 1. For costs incurred in the removal of debris following damage insured by this Section 2. For expenses necessarily and reasonably incurred for the cleaning and disinfection of the cold chamber following a valid claim under this Section 3. For expenses necessarily and reasonably incurred to avoid or reduce loss or damage as insured by this Section provided that loss or damage would have occurred if the action had not been taken and we are satisfied the measures have proved successful in reducing or avoiding the loss or damage 	<ol style="list-style-type: none"> 1) The first £50 of any amount payable in respect of each occurrence as ascertained after the application of the Average Condition. 2) Deterioration or putrefaction resulting from damage at the premises by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped there from or by leakage from a sprinkler installation 3) Loss or damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from your wilful neglect 4) Loss of goodwill or other consequential loss of any nature whatsoever 5) Any amount exceeding 20% of the sum insured up to a maximum of £25,000 in any one period of insurance 6) Any amount exceeding £5,000 in any one period of insurance 7) Any amount exceeding the amount that would have been paid had the action not been taken and will not exceed the sum insured in total

CONDITIONS

Reinstatement of Loss

In consideration of **you** agreeing to pay **us** an appropriate additional premium **we** will automatically reinstate the Sum Insured in full after loss or damage as insured hereby has occurred subject to

- A) the cause of such loss or damage being rectified before reinstatement of the Sum Insured is effective

- B) such reinstatement not applying to the original loss or damage nor to any succeeding loss or damage arising out of the same continuous cause
- C) **Us** not giving **you** notice within 30 days of **you** reporting the loss or damage to **us** that **we** will not reinstate the Sum Insured

Average

The Sum Insured by each item is separately but similarly subject to the following Condition
If the Sum Insured on stock shall at the commencement of any loss or damage be less than the value of such property **you** will be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Annual Test

You shall arrange an annual test of refrigeration plant by a qualified engineer on the expiry date of any guarantee period and a written record shall be maintained of each test.

Section 14. Farm All Risks

Words With Special Meanings

This part of the policy sets out the words which have a special meaning under Section 14. Each word is listed together with its meaning.

Property The property specified in the "All Risks" Section of the schedule.

Territorial Limits

Where the **Premises, Great Britain, Europe** or **World Wide** is shown under the heading of Territorial Limits against an item in the schedule, the territorial limits for that item shall be:

The Premises

The **premises** or while temporarily removed for cleaning, renovation or repair anywhere in **Great Britain**

Great Britain

United Kingdom, Isle of Man and the Channel Islands

Europe

Member countries of the European Union, Norway and Switzerland.

World Wide

Anywhere in the world.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The property is insured against loss or damage caused by any accident or misfortune (not specifically excluded by this policy) occurring within the territorial limits.</p>	<ol style="list-style-type: none"> 1) The first £50 of each and every loss borne by you or otherwise specified in the schedule as ascertained after the application of the Average Clause. 2) Loss or damage caused by any process of cleaning, dyeing, repairing or renovation 3) Loss by disappearance or shortage, if this is only revealed by stocktaking. 4) Theft or attempted theft of property from any unattended vehicle <ol style="list-style-type: none"> (i) between the hours of 9pm and 6am (ii) once the vehicle has been left for the night irrespective of the time of the loss or damage unless, in either case, the vehicle is housed in a securely locked building, or contained in a securely locked vehicle park or compound with security attendant on duty at all times (iii) at any time <ul style="list-style-type: none"> - unless force is used to gain entry to the vehicle and such entry causes external and visible damage to it and - the vehicle be securely locked at all points of access and any security devices be put into full and proper operation and all keys be removed from the vehicle.

Farm "All Risks" Section Clauses

1. The Sums Insured and Claims Settlement

The total amount payable in respect of each item, during any one **period of insurance**, for claims under this section is limited to the Sum Insured by each item.

(a) Reinstatement Basis

If the insured property is lost or damaged by an insured cause **we** shall:

(i) in the case of insured property totally lost or destroyed, pay the cost of replacing the property

(ii) in the case of insured property damaged, pay the cost of repairing or restoring the damaged portion(s) of the property to a condition equal to but not better or more extensive than its condition when new provided that the following special conditions are complied with:

- the work of reinstatement must be carried out without delay
- the cost of reinstatement must be actually incurred
- if the insured property, at the time of its loss or damage, shall be covered by any other insurance (effected by **you** or on **your** behalf) such insurance must be on the same basis of reinstatement as stated above.

(b) Valuation Basis

If the special conditions referred to in the reinstatement basis above are not complied with, claims will be settled on the following basis:

If the insured property is lost or damaged by an insured cause, **we** will by payment or, at **our** discretion, by reinstatement, replacement or repair indemnify **you** against such loss or damage.

(c) Set, Suite or other Article of Uniform Nature, Colour or Design

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

2. Average Clause

(Applicable to property insured on the reinstatement basis)

If, at the time of loss, destruction or damage, the Sum Insured represents less than 85% of the full reinstatement cost of the property covered within such Sum Insured, **we** shall pay only for that proportion of any loss, destruction or damage which the Sum Insured bears to such cost.

(Applicable to property insured on the valuation basis)

If, at the time of loss, destruction or damage, the Sum Insured is less than the value of the property covered within such Sum Insured, the amount payable by **us** in respect of such loss, destruction or damage shall be proportionately reduced.

3. Reinstatement of Loss

Unless **we** advise **you** to the contrary, the Sum(s) Insured will be restored in full from the date of the loss or damage provided that **you**:

- (a) pay any additional premium **we** may require
- (b) comply with any recommendations **we** may make to prevent further loss or damage.

Section 15. Computer Equipment

If any of the Property Insured described in the Schedule suffers **damage** at the **premises** or whilst temporarily away from the **premises** anywhere in the world (unless otherwise stated in the Schedule) by any of the Covers insured **we** will in accordance with the provisions of the insurance pay **you**

- 1) in respect of items A and B the amount of loss or at its option reinstate or replace such property
in respect of items C and D the amount of loss resulting from the interruption or interference with **your business** at the **premises** caused by the **damage**

provided that payment has been made or liability admitted for the **damage** under an insurance covering **your** interest in the property
or
payment would have been made or liability admitted for the **damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Our liability in any one **period of insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated limit of liability.

For the purpose of this insurance **damage** shall mean loss destruction or damage.

Covers

The following are the Covers insured except as otherwise stated in the Schedule.

- 1 a) **Fire** excluding **damage**
 - i) by explosion resulting from fire
 - ii) to property caused by its undergoing any process involving the application of heat
- b) **Explosion** excluding **damage**
caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under **your** control in which internal pressure is due to steam only to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **damage** caused by explosion of
 - any boiler
 - gasused for domestic purposes only
- (c) **Lightning**
- (d) **Aircraft** or other aerial devices or articles dropped therefrom
2. **Earthquake** excluding **damage** caused by fire
3. **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding **damage**
 - i) arising from confiscation requisition or destruction by order of
by order of the government or any public authority
 - ii) arising from cessation of work
 - iii) a) in the course of theft or attempted theft
b) in respect of any building which is empty or not in use
directly caused by malicious persons not acting on behalf of or in connection with any political organisation
4. **Storm or flood** excluding **damage**
 - 1) attributable solely to change in the water table level

- 2) caused by frost subsidence ground heave or landslip
 - 3) to property in the open
5. **Escape of water from any tank apparatus or pipe** excluding **damage**
- 1) by water discharged or leaking from an automatic sprinkler installation
 - 2) in respect of any building which is empty or not in use
6. **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
7. **Accidental escape of water from any automatic sprinkler installation** excluding **damage**
- 1) by freezing in any building which is empty or not in use
 - 2) by heat caused by fire
8. **Theft (which is deemed to include attempted theft)** excluding **damage**
- 1) expedited or in any way brought about by **you** or any director partner or employee of **yours**
 - 2) due to a person obtaining any property by deception
 - 3) due to disappearance unexplained or inventory shortage
 - 4) to property in transit unless it is in the custody of a Director or an employee of **yours**
 - 5) to property in an unattended vehicle unless the property is in a locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time.
9. **Subsidence ground heave or landslip** excluding **damage**
- 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the **premises**
 - 3) arising from normal settlement or bedding down of new structures
 - 4) commencing prior to the granting of cover under this insurance
10. **Any other accident** excluding **damage**
- 1) by any of
 - (a) the covers
 - (b) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
 - 2) to any property caused by
 - (a) its own faulty or defective design or materials
 - (b) inherent vice latent defect gradual deterioration wear and tear
 - (c) faulty or defective workmanship operational error or omission on the part of **you** or any of **your** employees

but this shall not exclude subsequent damage which itself results from a cause not otherwise excluded
 - 3) caused by
 - (a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (b) change in temperature colour flavour texture or finish
 - (c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - (e) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

 - (1) such **damage** which itself results from other **damage** and is not

This insurance does not cover

A Marine Policies

Damage to property which at the time of the happening of the **damage** is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any **Excess** beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

B Satellite Telecommunications

Additional Cost of Working or Loss of Gross Revenue arising from

- failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

C. Computer Systems Records

Computer Systems Records unless at the time of the **damage** a back up copy is maintained either at a location other than the **premises** or alternatively a back-up copy is kept in a fireproof safe or cabinet on the **premises**

D Maintenance Agreement

Additional Cost of Working or Loss of Gross Revenue incurred during the first 48 hours following **damage** as provided by Cover 11 unless a Maintenance Agreement is in force at the time of the **damage**

E External Network Failure

In respect of Computer Systems Records, Additional Cost of Working, Loss of Gross Revenue **we** will not cover **you** for any losses caused by or resulting from the failure or interruption of any electrical power supply network or **telecommunication networks** not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical **damage**, if otherwise insured by this section, to the electrical power supply network, **telecommunication networks** or other property

Definitions

Property Insured

- **Computer Equipment**) At the **premises** or whilst temporarily away
- **Ancillary Equipment**) from the **premises** anywhere in the World
- **Computer Systems Records**) unless otherwise stated in the Schedule

all as defined below or more fully described in the Schedule and all being **your** property or for which **you** are responsible but excluding property which is more specifically insured

Computer Equipment

All computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed **data** owned by or leased hired or rented to **you**

Ancillary Equipment

Ancillary equipment solely for use with the **computer equipment** comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment Halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to **you**

Computer Systems Records

All current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs or information stored thereon

Maintenance Agreement

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial or corrective maintenance at inclusive cost

Failure of a System

means the complete or partial failure or inability whether in terms of availability functionality or performance or otherwise of a system whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your business** activities.

Telecommunications network

include, but are not limited to, the internet, internet service providers, Domain Name Systems service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure

The following notes refer to the Definitions stated below

- 1 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
- 2 For the purpose of these definitions any adjustment implements in current cost accounting shall be disregarded
- 3 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period

the period beginning when the Damage occurs and ending when the results of the **business** cease to be affected by the Damage but not exceeding the Maximum Indemnity period (as shown in the Schedule)

Gross Revenue

the money paid or payable to **you** for work done and for services rendered in course of the **business** at the **premises**

Standard Gross Revenue

The Gross Revenue which would have been obtained during the Indemnity Period)	had the damage not occurred after account has been taken of the trends of the business and of the variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred (subject to the provision of Note 3 above
Insurable Amount)	
The Gross Revenue which would have been earned in the twelve months immediately following the date of the damage)	

The Insurance Provided

In respect of Computer and Ancillary Equipment

We will pay -

- A the cost of reinstatement being
- where the property is destroyed or damaged beyond economic repair replacement by new property of equal performance or capacity or if such be impossible replacement by property having the nearest higher performance or capacity to the property lost destroyed or damaged
 - where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new
- B the cost incurred by **you** in taking reasonable but exceptional measures to avoid or mitigate **damage** provided that
- the impending **damage** does not stem from any reasonably foreseeable cause and that **damage** would be the natural outcome to be expected in the absence of such measures
 - **We** are satisfied that **damage** has been avoided or reduced in consequence of the measures taken
- C the costs necessarily and reasonably incurred in the making of temporary repairs upon or the expediting of the repair reinstatement or replacement of property consequent upon the **damage** provided that **our** liability shall not exceed £5,000
- D the costs of removing debris being
the costs incurred with **our** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
 - 2) arising from pollution or contamination of property not covered by this Policy
- Provided that **our** liability shall not exceed £5,000
- E the cost of professional fees (including Consulting Engineers fees) incurred with **our** consent in conducting investigations or tests into possible repair (whether or not successful) replacement or reinstatement following **damage**
- F the costs necessarily and reasonably incurred by **you** in the reinstatement of programmes or information onto fixed disks

The undernoted provisions apply

1. **Partial Damage**
Where **damage** occurs to only part of the property **our** liability shall not exceed the amount which **we** would have been liable to pay had the property been wholly destroyed
2. **Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability
3. **Insurable Amount**
For the purpose of the Underinsurance Provision the Insurable Amount shall be the day One Reinstatement Value
Day One Reinstatement value shall mean
the total of the insured costs A D E and F in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the **period of insurance**
4. **Alternative Basis of Settlement**
Our liability shall be limited to the Alternative Basis of Settlement (as defined below)
 - (a) until the cost of reinstatement has actually been incurred
 - (b) if the work of reinstatement is not carried out as quickly as is reasonably practicable

- (c) if at the time of its **damage** the property is covered by any other insurance effected by or on behalf of **you** and such other insurance is not on the identical basis of reinstatement defined in Cost A
- (d) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **we** will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs B C D E and F above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the **damage** of the Property Insured by the item and the additional costs D E and F

In respect of Computer Systems Records

We will pay –

- the value of the materials as stationery
 - the clerical labour and computer time expended in reproducing such **computer systems records**
 - the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded
- but excluding the value of the information to **you**
- the cost incurred with **our** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
 - 2) arising from pollution or contamination of property not insured by this policy

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of **damage**

In respect of Additional Cost of Working

Subject to the provision below **we** will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the **business** during the Indemnity Period in consequence of the **damage**

The following is the provision referred to above

Professional Accountants' charges

We will pay the reasonable charges payable by **you** to **your** professional accountants for producing information required by **us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **your** accounts

In respect of Loss of Gross Revenue

Subject to the provisions below **we** will pay as indemnity –

- (a) In respect of Loss of **Gross Revenue** the amount by which the **Gross Revenue** during the Indemnity Period shall in consequence of the **damage** fall short of the Standard **Gross Revenue**
- (b) In respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of **Gross Revenue** which but for that expenditure would have taken place during the Indemnity Period in consequence of the **damage** but not exceeding the total of
 - the amount of the reduction in **Gross Revenue** thereby avoided
 plus

- 5% of the sum insured by the item (but not more than £250,000)

The following are the provisions referred to above

1. **Alternative Trading**
If during the Indemnity Period work shall be done or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such work or services shall be taken into account in arriving at the **Gross Revenue** during the Indemnity Period
2. **Savings**
If any of the charges or expenses of the **business** payable out of **Gross Revenue** shall cease or reduce in consequence of the **damage** the amount of such savings during the Indemnity Period shall be deducted from the amount payable
3. **Professional Accountant's Charges**
We will pay the reasonable charges payable by **you** to **your** professional accountants for producing information required by **us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **your** accounts
4. **Underinsurance**
If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Special Provisions

Underinsurance

If at the time of the **damage**

- the Declared Value by the relative item on **computer and ancillary equipment**
 - the sum insured by the relative item on **computer systems records**
- is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Declared Value shall mean

the base value shown in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

Reinstatement by us

We may at **our** own option reinstate or replace any property destroyed without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner **you** shall at **your** own expense produce and provide **us** with all such plans documents books and information as **we** may reasonably require

Extinguishment Expenses

We will pay the reasonable costs incurred by **you** in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **damage** to the Property Insured

Memoranda

Alterations and Additions

If during the **period of insurance** alterations or additions are made to any of the property Insured or additional **computer or ancillary equipment** is acquired at any **premises** or elsewhere as covered by this insurance and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which **you** became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The sum insured (and Declared Value) by the item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% in respect of additional property at any one **premises**

All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any **damage our** liability shall not be reduced by the amount of any loss and **you** shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of **damage** by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

Waiver of Subrogation Right against users

We shall waive any rights of subrogation against any user of the Property Insured Provided that such user

- 1) has **your** authority to use the Property and
- 2) shall as if he were **you** observe fulfil and be subject to the terms exceptions and conditions of this Policy

Misuse or Contamination of Computer Systems

Insofar as this insurance covers loss resulting from computer misuse **our** liability in respect of any such loss shall not exceed £100,000 (or the total sum insured or any other stated limit of liability if less) after the application of all the provisions of the insurance including any deductible

Computer Misuse shall mean the deliberate or accidental misuse or contamination of any computer system (including programs and data) from

- a) Any act executed through accessing the system
- b) Any infection of any kind within the system

Additional Computer Rental

We will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar property consequent upon **damage** up to an amount not exceeding £7,500

Incompatibility of Computer Records

We will pay

- (a) the costs of modifying the **computer equipment**
or
- (b) the costs of replacement of **computer systems records** together with reinstatement of programmes or information thereon

(whichever is less) to achieve compatibility in the event **damage** to the **computer equipment** has resulted in undamaged **computer systems records** being incompatible with the replacement **computer equipment** subject to **our** liability not exceeding £10,000

Accidental Discharge of Gas Systems

We will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided **our** liability shall not exceed £5,000

However **we** shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

Payments on Account

(Additional Cost of Working and Loss of **Gross Revenue** items only)

Payments on account may be made during the Indemnity Period if desired

Special Condition

(Additional Cost of Working and Loss of **Gross Revenue** items only)

damage shall be extended to include

- (a) accidental loss distortion corruption or erasure of programs or information stored on **computer systems records** caused by **damage** as insured by this Policy
- (b) **damage** recoverable under any guarantee or Maintenance Agreement on the Property Insured
- (c) **damage** in respect of any item due to its own breakdown or derangement if a Maintenance Agreement is not in force on such item
- (d) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the **premises** in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the property
- (e) the accidental failure of the electricity supply in the distribution wiring within the **premises** in which the Property Insured is situated not occasioned by failure as in (c) above
- (f) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by
 - 1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
 - 2) the use by **you** of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
 - 3) physical loss of or damage to the **premises** in which the Property is situated or to any contents thereof or to property in the vicinity at the **premises** or
 - 4) the exercise by any public or police authority of its power for the sole purpose of safeguarding life which prevents **your** access to or using the **computer equipment**

Exclusions

This insurance does not cover (including for the avoidance of doubt consequential loss) resulting from:

- (A) Loss destruction or **damage** to **data** which shall include but not be limited to:
 - 1) **damage** to or corruption of **data** whether in whole or in part
 - 2) unauthorised appropriation of use of access to or modification of **data**
 - 3) unauthorised transmission of **data** to any third parties
 - 4) **damage** arising out of any misinterpretation use or misuse of **data**
 - 5) **damage** arising out of any operator error in respect of the **data**
- (B) Loss destruction or **damage** arising directly or indirectly from:
 - 1) the transmission or impact of any **virus or similar mechanism**
 - 2) unauthorised access to a **computer system**
 - 3) interruption of or interference with electronic means of communication unused in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4) failure of a **computer system**
 - 5) anything described in (A) above

but in respect of (B) 1) (B) 2) (B) 3) and (B) 4) this shall not exclude subsequent **damage** which itself results from any of the Covers insured provided that such **damage** does not arise by reason of any malicious act or omission.

- (C) losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
- 1) damage to or the destruction of any **computer systems**; or
 - 2) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for **damage** caused by malicious persons other than thieves.

Section 16. Hailstorm

In the event of **your** growing crops, as specified on the policy schedule, at the **premises** declared being destroyed or damaged by hail, prior to harvest and during the **period of insurance, we** will pay **you** the value of the crops.

The extent of loss or damage shall be calculated by reference to open market value of the crops. This calculation will not take into account any crops grown subject to a contractual agreement, unless this agreement has been declared to and accepted by **us**. The maximum payable will not exceed the acreage for each item specified on the policy schedule.

Conditions

1. The entire acreage of the crops that are grown and are to be insured must be declared unless when only part of any crop is intended to be insured each field or part of a field containing the same must be specifically described by name giving the exact acreage grown.
2. If at the time of any Hail damage to the crops mentioned herein there exists any other insurance covering such crops or any part thereof or if the sum insured shall be less than the value of the crop reasonably estimated at the time of the proposal then **we** shall only be liable in respect of a rateable proportion of the damage.
3. The crops herein mentioned must not have sustained any damage by Hail previous to the completion of the Proposal and **we** will not be liable for any damage occurring to the crop prior to the Proposal being received and accepted at **our** Office
4. Straw is not included in this insurance unless expressly named and the appropriate premium paid.
5. **You** shall within 72 hours after sustaining damage by Hail to any crop give notice in writing, or verbally, to **us** stating the time when the storm occurred and specifying the crops damaged. If **you** omits or neglects to give such notice within the period stated he shall forfeit all right to claim under this insurance. Notice given to a local Agent will not be held as a compliance with this condition.
6. After the requisite notice of damage is received **we** will send a Valuer to assess the same but if the Valuer and **you** cannot agree **you** must within seven days of the Valuer leaving the claim open send to **us** full particulars of the claim setting forth the total acreage grown, insured and damaged and also the quantity damaged per acre of each kind of crop.
7. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at that time. Where any difference is by this condition to be referred to Arbitration the making of an award shall be a **condition precedent** to any right of action against **us**
8. The Policy does not cover autumn sown vegetables.
9. **Your** hail policy is annually renewable and there is no deferment period as long as inception date is prior to May 31st. Inception dates between June 1st and October 31st are subject to a 7 day deferment period during the first year of insurance only.

You are reminded that any alteration in risk or changes in information declared on the proposal form must be disclosed to **us**. An annual declaration to **us** of crops to be grown in the current insurance year must be made.

It is a **condition precedent** to **our** liability to make payment under this section that all the Crops mentioned on the policy schedule are the sole property of **you** and that no other person or firm has any direct or indirect interest therein.

Note: All claims must be notified to AIUA within 72 hours after sustaining damage by Hail. Your attention is drawn specifically to Policy Condition 5 above.

Section 17. Personal Accident and Sickness

Words with Special Meanings

This part of the policy sets out the words which have special meaning under the Personal Accident and Sickness section. Each word is listed with its meaning.

Accident

sudden unexpected and specific event that occurs at an identifiable time and place

Benefit Period

in respect of:

- a) **Personal Accident** shall mean the maximum period of which **Temporary Total Disablement** and **Temporary Partial Disablement** shall be payable in all not necessarily consecutive as shown as the **Benefit Period** on the policy Schedule
- b) **Sickness** shall mean the maximum continuous period for which **Temporary Total Disablement** shall be payable in all as shown as the **Benefit Period** on the policy Schedule

Bodily Injury

identifiable physical injury to an Insured Person's body which is caused directly and solely by an **Accident** is not intentionally self-inflicted and does not result from **Sickness** or disease

Deferment Period

the first period of each and every claim as shown on the Schedule in which no benefit is payable

Disability

Benefit 23

Disablement

in respect of Covers 1 and 2 Benefits 2 to 19

in respect of Cover 3 Benefits 21 and 22

Excluded Activities

professional sports of any kind

motor sports of any kind

Gross Weekly Wage

- a) for employees the average weekly remuneration shall be calculated on the preceding 13 or 52 weeks (whichever is the greater) payable to the Insured Person excluding payments for overtime commission bonus any loans whether repayable or otherwise profit share agreements expenses payments or payments made in kind payable to the Insured Person at the date of **Bodily Injury** following an **Accident** is sustained or **Sickness** manifests itself unless these additional payments have been specifically declared to and accepted by **Us** in writing
- b) for self employed persons or a director or shareholder of a small private company this will be 1/52nd of the total of
 - i) the Insured Persons net profit and/or drawings as declared to HM Revenue and Customs in the 12 months preceding the date of **Bodily Injury** following an **Accident** is sustained or **Sickness** manifests itself or
 - ii) the Insured Persons regular dividend payment for the 13 weeks at the date of **Bodily Injury** following an **Accident** is sustained or **Sickness** manifests itself

Hazardous Activities

football/rugby
aqualung diving
boxing/wrestling/martial arts/judo/karate
competitive cycling
equestrian activities
flying (including but not limited to hot-air ballooning/hang-gliding/gliding and micro-lighting)(note that flying in a multi-engined scheduled passenger aeroplane is not excluded by the policy
ice hockey/hockey/lacross/hurling/camogie/shinty
mountaineering at altitude/abseiling/cliff or rock climbing
any parachuting/parasailing/parascending/paragliding
pot-holing/caving
speed boating or power boating in a vessel that can reach speeds of more than 20 knots
yachting or sailing
rafting/canoeing or kayaking
waterskiing
winter sports

Hospital

any institution which meets fully every one of the following criteria:

- a) maintains permanent and full time facilities for the care of overnight resident patients and
- b) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of staff of **Medical Practitioners** and
- c) continuously provides 24 hours a day nursing service supervised by the State Registered nurses or equivalent qualifications and
- d) is not other than incidentally an institution which provides full time facilities for
 - i) mentally ill or mentally handicapped persons
 - ii) nursing or convalescing care
 - iii) persons aged 70 or more or
 - iv) drug addicts or alcoholics

Hospitalisation

continuous confinement to a **Hospital** under the care of a **Medical Practitioner** for a period in excess of 24 hours confinement being certified by the attending **Medical Practitioner**

Limitation of Benefits

- a) the total amount payable under this insurance in respect of any one **Accident** to any one Insured Person shall not exceed in all in any one **Period of Insurance** the largest benefit payable in respect of that Insured Person under any one of the benefits contained in the Schedule of Benefits. This insurance shall cease immediately upon payment of Benefits 1 to 10 of the Schedule of Benefits
- b) the total amount payable under this insurance in respect of any one Insured Person shall not exceed in all in any one **Period of Insurance** the largest benefit payable in respect of that Insured Person under any one of the benefits contained in the Schedule of Benefits. This insurance shall cease immediately upon payment of Benefits 21 or 22 of the Schedule of Benefits
- c) the amount payable for Benefits 18 or 23 is equivalent to 100% of **Gross Weekly Wage** or the actual amount necessarily incurred for the provision or replacement labour and for Benefit 19 an amount equivalent to 40% of **Gross Weekly Wage**

Loss

- a) when used with reference to the hand shall mean loss by physical severance of the hand at or above the wrist or the total and irrecoverable loss of use of the hand

- b) when used with reference to the foot shall mean loss by physical severance at or above the ankle (talus-fibular) or the total and irrecoverable loss of use of the foot
- c) when used with reference to finger or toe shall mean loss by physical severance of at least one complete bone or the total and irrecoverable loss of use of finger or toe
- d) when used with reference to shoulder elbow hip knee ankle or wrist shall mean the total and irrecoverable loss of use of shoulder elbow hip knee ankle or wrist
- e) when used with reference to loss of speech or hearing shall mean the total and irrecoverable loss of speech or hearing
- f) when used with reference to loss of sight shall mean permanent and total loss of sight which will be considered as having occurred: i) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellan Scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

Medical Expenses

any medical related expenses prescribed by a **Medical Practitioner** (including operation fees cost of surgical appliances and nursing home charges) incurred in connection with any **Bodily Injury** following an **Accident** for which a claim has been paid under this policy

Medical Practitioner

any legally qualified medical practitioner other than an Insured Person or a member of the Insured Person's immediate family

Out of Pocket Expenses

any extra and necessary personal expenses incurred and paid for by you as a direct result of **Bodily Injury** following an **Accident**. Where such expenses are already *regularly* (meaning what is normal/customary or usual) incurred for these services no amount will be payable

Paralysis

total and permanent loss of use of an entire arm and leg or two entire arms or two entire legs

Paraplegia

the total and permanent paralysis of two entire limbs bladder and rectum

Permanent Total Disablement

Disablement that

- a) entirely prevents the Insured Person from engaging in their usual occupation and
- b) which has lasted 12 calendar months and
- c) is without expectation of recovery

Personal Clothing

all items of clothing on or about the Insured Person at the time of **Bodily Injury** following an **Accident**

Quadriplegia

the total and permanent paralysis of all four limbs

Retraining Expenses

the fees for any course including examinations during or at the end of the course the cost of essential books and the cost of travelling to attend the course

Sickness

- i) illness or disease (not resulting from **Bodily Injury** following an **Accident**)
- ii) any naturally occurring condition or degenerative process
- iii) any gradually operating causes

and which is first diagnosed by a **Medical Practitioner** during the **Period of Insurance**

Temporary Total Disablement

Disablement preventing the Insured Person from entirely engaging in their usual occupation

Temporary Partial Disablement

Disablement preventing the Insured Person from engaging in at least 50% of their usual occupation

General Claims Settlement Conditions

Agricultural Wages Act

If at the time of any incident which results in a claim under this section, there is also a claim under the Agricultural Wages Act 1948 extension of the Employers' Liability Section of this policy for the same incident, **We** will only make payment under one section on the basis that the higher benefit will prevail. For the avoidance of doubt, this clause only relates to weekly benefits and not capital sums

Assignment

We will not be bound to accept or be affected by any trust charge lien assignment or other dealing with this insurance. Payment of any benefit shall be made only to **You** or the Insured Person or the Insured Person's legal representative and their receipt shall be **Our** discharge

Employment

In the case of any Insured Person who is not in gainful employment Benefit 8 shall read **Permanent Total Disablement** from engaging in gainful employment of any and every kind and **Out of Pocket Expenses** will be paid in respect of Benefit 18. No amount will be payable for Benefits 19 and 23

Evidence Required

In connection with any claim:

- a) all medical certificates reports information and evidence required by **Us** to substantiate that claim must be supplied at **Your** expense and in such form as **We** may reasonable require;
- b) the Insured Person must undergo medical examination and provide medical evidence to **Us** (at **Our** expense) as often as **We** may reasonably require following receipt of that claim and
- c) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in b) above

No claim for any **Disability** shall be payable under **Accident** Benefits 2 to 17 or **Sickness** Benefits 21 or 22 until such time as reasonable evidence has been provided to **Us** to show that such disability is permanent and that there is no reasonable expectation of recovery

Interest

No sum payable under this insurance shall carry interest

Part Weeks

In respect of Benefits 18 19 and 23 odd days of benefit will be calculated at one-seventh of the amount payable per week

Payment Period

Any claim in respect of Benefits 18 19 and 23 is subject to the **Benefit Period** and **Deferment Period** shown on the policy schedule

Reasonable Care

You and each Insured Person shall take all reasonable steps to mitigate and minimise the relevant injury and any applicable expenses which is the subject of any claim under this policy

General Exclusions

We will not pay any claim as a result of

1. the Insured Person changing their occupation (including but not limited to loss of employment or retirement) unless **We** have been advised and the change accepted in writing. Please note that a change in occupation may result in a change to the premium or an amendment to the terms of the policy
2. the Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury or wilful exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act
3. the Insured Person taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified **Medical Practitioner** or dentist. This exclusion does not apply if the drug was prescribed by a qualified **Medical Practitioner** or dentist
4. the Insured Person being engaged or taking part in military air force or naval service or operations (other than reserve or volunteer training)
5. engaging in or undertaking any **Excluded Activities**
6. engaging in or undertaking any **Hazardous Activities**, unless **We** have agreed in writing to provide cover for the **Hazardous Activity**

Personal Accident Insurance – Covers 1 & 2

Cover

If during the **Period of Insurance** the Insured Person sustains **Bodily Injury** following an **Accident** which within 2 years is the sole and independent cause of Death **Disablement** or **Hospitalisation We** will pay the appropriate **Accident Benefit** as a percentage of the limit shown in the Schedule up to the amount stated in the **Limitation of Benefits** whichever is the lesser

SPECIAL DEFINITIONS applicable to Covers 1 & 2

Accident Benefits shall mean

Cover 1

1. Death	100%
2. Loss of sight in one or both eyes	100%
3. Loss of one or both hands and / or feet	100%
4. Loss of speech	100%
5. Total and incurable Paralysis	100%
6. Total and incurable insanity	100%
7. Loss of hearing in both ears	100%
8. Permanent Total Disablement from usual occupation	100%
9. Paraplegia	100%
10. Quadriplegia	100%
11. Loss of hearing in one ear	25%
12. Loss of shoulder/elbow/hip/knee/ankle/wrist	22%
13. Loss of one thumb	20%
14. Loss of any one finger	10%
15. Loss of one big toe	10%
16. Loss of any other toe	5%
17. Permanent disability not provided for above	Up to 10%

The degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the Insured Person's occupation

Cover 2

18. Temporary Total Disablement	As shown in the Schedule
19. Temporary Partial Disablement	As shown in the Schedule
20. Hospitalisation – subject to a maximum of 180 days In the event that the Insured Person is confined as an in-patient for more than 14 days an additional one off payment of £500 will be made	£50 per full 24 hours

SPECIAL CONDITIONS applicable to Covers 1 & 2

Age 65 and over

In the case of the Insured Person attaining the age of 65 Benefit 8 shall read **Permanent Total Disablement** from engaging in gainful employment of any and every kind

Disappearance

In the event of disappearance of the Insured Person if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that Death has occurred as a result of **Bodily Injury** following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**

Exposure

If an Insured Person suffers Death **Loss** or **Permanent Total Disablement** as a result of exposure to the elements the **We** will consider that as having been caused by **Bodily Injury** following an **Accident**

Minors

If the Insured Person is

- i) unmarried and dependent upon their parent(s) or legal guardian(s) and
- ii) under 18 years of age or under 23 years of age if in full-time education

The amount of Benefit 1 will be limited to £20,000. Benefit 8 shall read **Permanent Total Disablement** from engaging in gainful employment of any and every kind. No amount will be payable for Benefits 18 19 and 23

SPECIAL EXTENSIONS applicable to Covers 1 & 2

Damage to Clothing

If an Insured Person suffers permanent and irrecoverable damage to **Personal Clothing** as a result of **Bodily Injury** following an **Accident We** will indemnify the Insured Person for such loss up to £250 in all excluding the first £50 of each and every loss

Medical Expenses

In the event of a claim being paid under Benefit 18 **We** will pay in addition up to but not exceeding 20 per cent of the total amount of the claim admitted under those benefits

Retraining Benefit

In the event of a claim being paid for Benefit 8 **We** agree to indemnify the Insured Person for **Retraining Expenses** incurred in retraining for an alternative occupation up to a maximum of £5,000

EXCLUSIONS applicable to Covers 1 & 2

We will not pay any

1. claim which occurs after the expiry of the **Period of Insurance** in which the Insured Person attains the age of 75 years
2. benefit where **Bodily Injury** following an **Accident** is the result of or contributed to by
 - a. **Sickness** illness or disease (not resulting from **Bodily Injury** following an **Accident**)
 - b. any naturally occurring condition or degenerative process
 - c. any gradually operating process
 - d. post traumatic stress disorder or any psychological or psychiatric condition not resulting from **Bodily Injury** following an **Accident**

Sickness Insurance – Cover 3

Cover

If during the **Period of Insurance** the Insured Person suffers **Sickness** which within 2 years is the sole and independent cause of **Disablement** or which within 1 year is the sole and independent cause of **Disability** **We** will pay to **You** the appropriate **Sickness Benefit** as a percentage of the limit shown in the Schedule up to the amount stated in the **Limitation of Benefits** whichever is the lesser

SPECIAL DEFINITIONS applicable to Cover 3

Sickness Benefits shall mean

- | | |
|--|--------------------------|
| 21. Loss of sight of both eyes | 100% |
| 22. Paralysis resulting in Permanent Total Disablement from usual occupation | 100% |
| 23. Temporary Total Disablement from usual occupation | As shown in the Schedule |

Chronic Condition

any **Chronic Condition** that has one or more of the following characteristics

- i) the Insured Person requires ongoing or long-term monitoring through medical consultations examinations check-ups and/or tests in relation of the **Sickness**
- ii) the Insured Person requires ongoing or long-term medical control for relief of the symptoms of the **Sickness**
- iii) the Insured Person requires ongoing or long-term rehabilitation or training in order to properly cope with the **Sickness** or
- iv) on the basis of recognised medical advice or studies accepted by a **Medical Practitioner**
 - a. the **Sickness** will continue indefinitely or
 - b. the **Sickness** has no known cure or
 - c. the **Sickness** is recurring or is likely to reoccur on an ongoing or long-term basis

SPECIAL CONDITIONS applicable to Cover 3

Recurring Sickness

If following a period of **Sickness** that results in **Disability** for which **We** pay Benefit 23 the Insured Person suffers a relapse of the same or related **Sickness** within 60 days of the ending of the first period of **Sickness** **we** will regard the period of the relapse as a continuation of the first period of **Sickness** and will not apply the **Deferment Period** again but will aggregate the two periods towards the **Benefit Period**

Death

No benefit shall be payable in respect benefit 21 or 22 if the **Sickness** causes the Death of the Insured Person within 24 calendar months following the date on which the **Sickness** first manifested

Loss of sight of both eyes or Permanent Total Disablement by Paralysis must be proved to **Our** satisfaction to be permanent and without expectation of recovery before **We** will pay Benefit 21 or 22 and any claim for Benefit 23 must have been settled in full before **We** will pay for Benefit 21 or 22

EXCLUSIONS applicable to Cover 3

We will not pay any claim

1. in respect of any Sickness for any amount that is otherwise payable under the Personal Accident - Covers 1 & 2 cover provided under this policy
2. where the Insured Person having any existing defect or other condition which was known to **You** or the Insured Person or for which medical advice or treatment has been received within 52 weeks immediately preceding the inception of this insurance
3. in respect of any Sickness which is first diagnosed by a **Medical Practitioner** within 14 calendar days of the commencement of this cover unless this cover supersedes any materially similar annual insurance cover provided under any insurance policy in place immediately prior to the **Sickness** cover commencement date (whether such prior cover was provided by **Us** or not) and where such prior insurance policy is in **Your** name and provides cover to the Insured Person
4. after the expiry of the **Period of Insurance** in which the Insured Person attains the age of 65 years
5. in respect of any **Chronic Condition** which is first diagnosed by a **Medical Practitioner** prior to the earlier of
 - i. the inception of this policy and
 - ii. the date on which the Insured Person commenced being insured under this policy or
 - iii. where such **Chronic Condition** has already been the subject of a claim that has already been paid under this policy or any other insurance policy issued by **Us** whether in respect of the **Period of Insurance** or any prior period
6. in respect of any Sickness arising from or in relation to
 - i. any psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by the Insured Person
 - ii. any pregnancy or act of childbirth or the performance of an abortion in relation to the Insured Person unless they have arisen as a direct result and consequence of any pregnancy related illness or complication requiring emergency treatment
7. directly or indirectly arising out of consequent upon or contributed to by any sexually transmitted disease or acquired immune deficiency syndrome (AIDS) aids related complex (ARC) or human immunodeficiency virus (HIV) howsoever these have been acquired or may be named

Section 18. Legal Expenses

The Section of the policy comes with some important conditions and terms that you need to be aware of:

1. Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil (not criminal) case against you
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- successfully appealing the decision of the relevant authority
- You not being suspended and of you retaining your registration or accreditation
- Securing a significant mitigation of the outcome of a public inquiry

If there is 50% or less chance of the above we will not provide cover.

2. Employment disputes

To maximise your chances of having reasonable prospects of success in employment disputes we strongly recommend that you call the legal advice line number shown in your policy schedule at the following times and follow their advice:

1. Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment
2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them
3. When an employee resigns or walks out after expressing verbal or written dissatisfaction

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise you on.

How to contact us for advice

For advice or stress counselling

This Section of the policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, this Section of the policy provides your employees with access to a 24/7 year round stress counselling line.

The telephone number to call is 0333 234 2295 and you will need your policy number to access the advice.

For legal resources, news and documents

To complement the legal advice line you have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law

LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit markellaw.co.uk and click the Markel Law Hub tab to log in using your policy token code which can be found in your policy schedule.

This is a "claims made" insurance. This insurance covers only claims notified to **us** during the **period of insurance**.

Some of the words in this Section of the **policy** have a specific meaning and we have highlighted these to you by showing them in **bold** print. These words mean:

Accident

An event causing loss or damage to an **insured vehicle** or to any property either owned by **you** or for which **you** are legally responsible whilst the property is in or on the **insured vehicle**, or an event which causes injury to **you** whilst **you** are in, on, or entering or exiting an **insured vehicle**

Any one claim

All **claims** connected by the same:

- original cause, event, circumstance or related in time or;
- legal proceedings, tax enquiry, construction project or parties in dispute.

even if **you** are claiming under more than one Sub-section of cover of this Section of the **policy**.

Claim

An insurance claim under this Section of the **policy**

Compensation

Sub-section of cover: Employment compensation awards or Employment pursuit. Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination

Construction contract

A contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this Section of the **policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

Costs

Own costs

The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**

Other party costs

In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Employee

Any person under a contract of service with **you**

Excess

The initial amount of **costs** or **compensation** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this Section of the **policy** if **you**:

1. use **our** choice of **representative**
2. exercise **your** freedom to choose **your representative** as described under claims condition: Instruction and choice of Your Representative, Counsel and experts

Insured vehicle

A vehicle (including a caravan or trailer) which is owned by, leased or hired to **you**

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule

Policy

This insurance policy including the schedule and any endorsements that apply

Property

Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

Reasonable prospects of success

We will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority under sections of cover: Basic Payment Scheme Protection, Public Rights of Way, Regulatory compliance
- **You** not being suspended and of **you** retaining **your** registration or accreditation
- Securing a significant mitigation of the outcome of a public inquiry

If there is 50% or less chance of the above **we** will not provide cover

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this Section of the **policy**. The chosen representative may not be a person employed by **you**.

Territorial limits

The regions as stated in the **policy** schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

We/Our/Us

Abbey Legal Protection are a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited (the insurer), 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with the Abbey Legal Protection under unique market reference B6027APG2016001 (or renewal or replacement thereof).

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

You/Your

For Part A – Commercial Legal Expenses, “You/Your” means:

- The business(es) or individual(s) declared to **us** and named in the **policy** schedule
- Under Sub-section of cover: Criminal defence and Transport operators licence disputes

you may request, **your employee**, or a director or a partner of **your** business to be covered by **your policy** provided that under section of cover: Criminal defence and Transport operators licence disputes the same **representative** acts for all

For Part B – Family Legal Expenses, “You/Your” means:

- The person(s) specified in the **policy** schedule and their spouse(s) (whether married or common law) and their children (provided they reside permanently at the same address as the person(s) specified in the **policy** schedule or are a full time student living away from home. Anyone claiming under Part B – Family Legal Expenses must have the consent of the person(s) specified in the **policy** schedule.

Cover

Things **we** will do

We will provide the cover as written in this Section of the **policy** for:

- Disputes under the Sub-sections of cover if shown as insured in **your policy** schedule
- **Costs** and **compensation** up to the limits shown in **your policy** schedule
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your business** (for Part A - Commercial Legal Expenses only) as stated in **your policy** schedule
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule

Things **you** must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this Section of the **policy**. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- follow the claims conditions of this Section of the **policy**

If **you** do not meet **your** part of the agreement **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of this Section of the **policy**
- Cancel this Section of the **policy** and treat it as though it did not exist to begin with

Part A – Commercial Legal Expenses

Employment disputes	
WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>We will cover costs you incur in the defence of an employment dispute between you and your employee, ex-employee, interviewee/applicant to become an employee over their contract of employment or over employment law or with a worker that alleges to be an employee at the following stages:</p>	<p>We will not cover claims where:</p>
<p>ACAS Early Conciliation Taking part in an ACAS Early Conciliation process</p>	
<p>Employment Tribunals response (ET3) Setting out your initial response to a claim (ET1) against you at an Employment Tribunal</p>	
<p>Pre-hearing review/Employment status disputes Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an employee</p>	
<p>Employment Tribunal hearing Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at an employment tribunal hearing or negotiating a settlement with them</p>	<p>Employment Tribunal hearing and County or High Court proceedings</p> <p>You have not followed either:</p> <p>a) the advice of the Abbey advice line at the following times:</p> <ol style="list-style-type: none"> 1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee 2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them 3. When an employee resigns or walks out after expressing verbal or written dissatisfaction <p>Or</p> <p>b) the ACAS code of practice on disciplinary and grievance procedures where applicable</p>
<p>County or High Court proceedings Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at the County Court or the High Court or negotiating a settlement with them</p>	

What you need to know

A dispute with a worker alleging to be an employee is only covered under Sub-sections of cover: ACAS Early Conciliation, Employment Tribunals response (ET3) and Pre-hearing review/Employment status disputes. It will not be covered under Sub-sections of cover: Employment Tribunal hearing and County or High Court proceedings.

Employment compensation awards

WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay compensation provided that at the time of a claim under this Sub-section of cover you have an accepted claim under Sub-section of cover: Employment Tribunal hearing of this policy	We will not cover claims where:
Awards of compensation Compensation you are ordered to pay by a Tribunal	All of Employment compensation awards The Tribunal ordered you to reinstate an employee and you failed to do so
Settlement of a dispute An amount agreed by us in settlement of a dispute	
Tribunal fees Any Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that you have entered into with our consent	
What you need to know We won't pay contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations	

Property and landlord and tenant disputes

WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs to obtain damages or other legal remedy for:	We will not cover claims where:
Property disputes <ol style="list-style-type: none"> 1. Trespass on your property 2. Nuisance from another affecting your property 3. The defence of another's claimed right of way over your property 4. Your use of a right you have over another's property as recorded in the title documents of your property 5. Pursuing another for physical damage to your property not recoverable under another insurance policy 	Property disputes <ol style="list-style-type: none"> 1. There is a dispute over a contract 2. The other party's argument is that they own some or all of your property 3. There is a dispute over rights to or over another's property which is alleged to have arisen through your use or occupation over a length of time
Disputes with your landlord	Disputes with your landlord

<ol style="list-style-type: none"> 1. Your landlord's failure to maintain or repair your property as required by the written terms of your lease or tenancy 2. An allegation by your landlord that you failed to maintain or repair the property as required by the written terms of your lease or tenancy 3. The defence of a demand for dilapidations at the expiry of your lease or tenancy 4. The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property 	<p>There is a dispute arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property</p>
<p>Disputes with your tenant</p> <ol style="list-style-type: none"> 1. Your tenant's failure to maintain or repair your property as required by the written terms of your lease or tenancy 2. An allegation by your tenant that you failed to maintain or repair property as required by the written terms of your lease or tenancy 3. Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy 	<p>Disputes with your tenant</p> <p>There are dilapidations unless you have served a notice of dilapidations on your tenant and you have an independent expert valuation of the dilapidations which must be obtained at your own expense</p>
<p>Eviction</p> <p>The eviction of your tenant or your employee or ex-employee</p>	<p>Eviction</p> <p>Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property</p>
	<p>All of Property and landlord and tenant disputes</p> <ol style="list-style-type: none"> 1. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement 2. You will not suffer a financial loss or the value of your property would not be reduced 3. You have not made a claim under your buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting your property 4. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority 5. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property 6. You have failed to fully maintain

	<p>suitable buildings and if needed contents insurance</p> <p>7. There is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind</p>
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Criminal defence	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs for your:	We will not cover claims:
<p>Interview under caution</p> <p>Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority</p>	<p>Interview under caution</p> <p>Where you are required by the Police to immediately attend an interview under caution at a Police Station</p>
<p>Prosecution defence</p> <p>Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence</p>	<p>Prosecution defence</p> <ol style="list-style-type: none"> 1. Where you are alleged to have committed: <ol style="list-style-type: none"> a. a motoring offence b. an assault or sexual offence c. fraud, dishonesty or criminal damage 2. Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act 3. For your employee, director or a partner of your business if you are charged under the Corporate Manslaughter or Corporate Homicide Act 2007 4. Where there is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind
<p>Motor offences</p> <ol style="list-style-type: none"> 1. Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by your director or business partner of your business to carry out essential business activities 2. Defence of a criminal prosecution for tachograph or weight offences 	<p>Motor offences</p> <ol style="list-style-type: none"> 1. There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment 2. Concerning failure to insure a motor vehicle as required by law
<p>What you need to know</p> <p>We won't pay any costs or fines that you are ordered to pay by a criminal Court</p>	

Tax protection	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs in representing you before HM Revenue & Customs (HMRC):	We will not cover claims where:
Aspect enquiry When HMRC issues a formal notice to you , your director or to your business partner to carry out an aspect enquiry into a part(s) of your income or corporation tax Self Assessment return	All of Tax protection <ol style="list-style-type: none"> 1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC 2. Tax returns are late or where you have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used 3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution 4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage 5. There is an allegation of tax avoidance
Full enquiry When HMRC issues a formal notice to you , your director or to your business partner to examine all of your financial records income or corporation tax	
National Insurance and PAYE disputes When HMRC expresses dissatisfaction with your p11ds or p9ds or your PAYE and/or NIC affairs following an employer compliance visit by HMRC	
Current tax year enquiry Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect your business records, assets or premises	
VAT disputes Over alleged failure to pay VAT	

Regulatory Compliance	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs for your :	We will not cover claims :
Health and Safety Executive enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety	

Executive or the Food Standards Agency	
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Transport Disputes	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs to:	We will not cover claims:
Transport operators licence disputes 1. Represent you at a public inquiry held before the Traffic Commissioner, which could lead to the suspension, revocation, imposed alteration of or refusal to renew your vehicle operator's licence 2. Appeal a decision of the Traffic Commissioner's at the Upper Tier Tribunal provided that we covered the initial inquiry under the Sub-section of cover: Transport Operators Licence disputes and cover was not withdrawn	Transport operators licence disputes 1. Where there has been any non-compliance with previous decisions made by the Traffic Commissioner 2. To represent an individual with regards to potential disqualification from either holding or being involved with operators licences 3. For a driver conduct hearing about the holding of a vocational driver's licence 4. Regarding a variation application made by you 5. For an alteration or refusal to renew a vehicle operator's licence which is imposed by an Act of Parliament or national or local government regulation or order 6. To comply with a notice or order

Court attendance costs	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay:	We will not cover claims for:
Jury service The amount of money per day you pay your employee (including a director or partner in your business) each day they attend jury service at a Court, less any recovery from the Court	
Witness attendance allowance The cost of your employees attending Court as witnesses on your behalf at the request of your representative provided that at the time of a claim under this Sub-section of cover you have an accepted claim for this Court appearance under this Section of the policy	Witness attendance allowance 1. Expert witnesses 2. Salaries or wages 3. Costs which could be claimed from a prosecuting authority

Employee extra protection	

We agree to pay costs:	We will not cover claims:
Discrimination defence To defend your employee including directors and/or partners in your business against an allegation of discrimination arising from your employee's conduct in carrying out your business activity as stated in your policy schedule	Discrimination defence For disputes with: <ol style="list-style-type: none"> Employees Interviewees/applicants to become an employee Ex-employees

Agricultural tenancy rent review disputes

WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs for your:	We will not cover claims:
Representation in a dispute over the rental amount of a tenancy agreement at: <ol style="list-style-type: none"> Arbitration proceedings (if the tenancy agreement states that the only way of resolving a dispute is by way of an independent expert or mediation then the arbitration proceedings will include a dispute over the choice of the independent expert or mediator) Agricultural Land Tribunal proceedings Scottish Land Court proceedings We can only cover you if: <ol style="list-style-type: none"> You are a party to the tenancy agreement Your policy was in place before you served any formal notices relating to disputes covered by this Sub-section of cover The tenancy agreement falls under one of the following Acts: <ul style="list-style-type: none"> Agricultural Holdings Act 1986 Agricultural Tenancies Act 1995 Agricultural Holding (Scotland) Act 1991 Agricultural Holding (Scotland) Act 2003 	

Basic payment scheme protection

WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs for preparation for and representation at a hearing of the Independent Agricultural Appeals Panel following a decision	

of the Rural Payments Agency in relation to your claim under the Basic Payment Scheme	
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Public rights of way	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs for you to oppose a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981	

Contract disputes	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs in a dispute over: Contracts for goods and services A contract for the sale, hire or supply of goods and services	We will not cover claims in disputes: Contracts for goods and services 1. Over construction contracts 2. Over undisputed debts unless the debt is at least 90 days overdue and you have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date 3. Below the minimum sum in dispute specified in the policy schedule 4. Over guarantees 5. Over contracts you enter into through an agent or which you have taken over from someone else by assignment 6. Over franchise contracts 7. Over hire purchase, credit agreements insurance or financial securities 8. Over contracts of employment 9. Over any tenancy agreement, lease or licence to use land or buildings

Part B – Family Legal Expenses

Criminal defence	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We will pay costs for your : Interview under caution Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority	We will not cover claims : Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police Station

<p>Prosecution defence</p> <p>Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence</p>	<p>Prosecution defence</p> <ol style="list-style-type: none"> 1. Where you are alleged to have committed: <ol style="list-style-type: none"> a. a motoring offence b. an assault or sexual offence unless an innocent plea is maintained throughout c. fraud, dishonesty or criminal damage 2. Where there are criminal proceedings arising from or related to tax 3. For your employee, director or a partner of your business if you are charged under the corporate manslaughter or Corporate Homicide Act 2007 4. Where there is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind
<p>Motor offences</p> <p>Defence of a criminal prosecution where the conviction would result in the loss of your driving licence</p>	<p>Motor offences</p> <ol style="list-style-type: none"> 1. There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment 2. Concerning failure to insure a motor vehicle as required by law
<p>What you need to know We won't pay any costs or fines that you are ordered to pay by a criminal Court</p>	

Personal Injury	
WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>We agree to pay costs for you to pursue a claim for damages for physical bodily injury suffered by you which was caused by an actual or alleged act or omission of another party</p>	<p>We will not cover claims:</p> <ol style="list-style-type: none"> 1. Where the legal case is or may be against you 2. Injuries suffered on your property

Court attendance costs	
WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>We agree to pay:</p>	<p>We will not cover claims for:</p>
<p>Jury service The amount of money per day you lose each</p>	

day you attend jury service at a Court, less any recovery from the Court	
Witness attendance allowance The cost of you attending court as witnesses on at the request of your representative provided that at the time of a claim under this Sub-section of cover you have an accepted claim for this court appearance under this Section of the policy	Witness attendance allowance 1. Expert witnesses 2. Salaries or wages 3. Costs which could be claimed from a prosecuting authority

Consumer Disputes	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs in a dispute over:	We will not cover claims in disputes:
A contract for the sale, hire or supply of goods and services	1. Over construction contracts 2. Over undisputed debts unless the debt is at least 90 days overdue and you have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date 3. Below the minimum sum in dispute specified in the policy schedule 4. Over guarantees 5. Over contracts you enter into through an agent or which you have taken over from someone else by assignment 6. Over franchise contracts 7. Over hire purchase, credit agreements insurance or financial securities 8. Over contracts of employment 9. Over any tenancy agreement, lease or licence to use land or buildings

Motor Rights	
WHAT IS COVERED?	WHAT IS NOT COVERED?
We agree to pay costs for you to pursue your legal rights to obtain a remedy or recover damages from another party following a road accident	

Property disputes	

WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>We will pay costs to obtain damages or other legal remedy for:</p>	<p>We will not cover claims where:</p>
<ol style="list-style-type: none"> 1. Trespass on your property 2. Nuisance from another affecting your property 3. The defence of another's claimed right of way over your property 4. Your use of a right you have over another's property as recorded in the title documents of your property 5. Pursuing another for physical damage to your property not recoverable under another insurance policy 	<ol style="list-style-type: none"> 1. There is a dispute over a contract 2. The other party's argument is that they own some or all of your property 3. There is a dispute over rights to or over another's property which is alleged to have arisen through your use or occupation over a length of time 4. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement 5. You will not suffer a financial loss or the value of your property would not be reduced 6. You have not made a claim under your buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting your property 7. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority 8. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property 9. You have failed to fully maintain suitable buildings and if needed contents insurance 10. There is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind

What is not covered by this Section of the policy?

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
 - a. injury or disease including psychiatric injury and stress
 - b. damage to or loss or destruction of property
 - c. an alleged breach of professional duty
2. **Costs** incurred without or in excess of **our** written consent
3. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this Section of the **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
4. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
5. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of

this Section of the **policy** would be, entitled to indemnity under a legal aid certificate or representation order

6. Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner (other than disputes under section of cover - Employment disputes and section of cover - Employment compensation awards)
7. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**
8. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - a. breach of confidentiality
 - b. passing off
 - c. defamation or malicious falsehood
 - d. the ownership or existence of any intellectual property rights
 - e. a judicial review
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
 - a. intentional wrongdoing
 - b. act or omission with negligent disregard as to its consequences
10. Any **costs** which **you** should or would have had to incur irrespective of any dispute
11. Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
12. The VAT element of **your claim** if **you** are registered for VAT

Special Conditions

Claims conditions applicable to this Section of the policy

There are conditions contained below which must be complied with or met for **us** to provide cover under this Section of the **policy**.

1. How and when to make a claim

Contact details for notifying **us** about a claim can be found in the How to Claim Section of this **policy**

We will only cover **claims** that **you** tell **us** about during **your period of insurance**.

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

2. When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- there are **reasonable prospects of success**, other than Sub-sections of cover:
 - **Employment disputes - ACAS Early Conciliation**

- **Employment disputes - Employment Tribunals response (ET3)**
- **Employment disputes - Pre-hearing review/Employment status disputes**
- **Criminal defence - Interview under caution**
- **Court attendance costs**

If during the course of **your claim you** no longer satisfy **us** of the above, cover under this Section of the **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of this Section of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** and **compensation we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy us that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

Claims rejected due to a lack of Reasonable Prospects of Success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this Section of the **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

3. Settlements

You must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and/or **compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under Sub-sections of cover - Employment disputes and Employment compensation awards of this Section of the **policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

4. Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your claim**.

5. Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

6. Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** or **compensation** directly if **we** choose to do so.

7. Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8. Instruction and choice of your Representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of this Section of the **policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with Important information – How to make a complaint.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim** **your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

Important Information for this Section of the policy

How to make a complaint about the Abbey advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of our complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then you should contact us using the details in Important information – How to make a complaint and we will do our best to resolve the problem.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about your business to provide insurance cover and to meet our legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, **you** agree to provide each individual concerned this notice:

- on or before the date that individual becomes insured under this Section of the **policy** or
- the date that **you** first provide information about the individual to **us**

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time.

Want more details?

For more information about how **we** use personal information provided to **us** please see our full Markel privacy notice, a copy of which is available online at markelinternational.com/footer/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at dataprotectionofficer@markelintl.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use your information or to request a copy of our full Markel privacy notice.

Rights of third parties

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

Section 19. Terrorism

Your schedule will show if this section is covered.

Meanings of defined terms

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section, unless an alternative definition is stated to apply.

Consequential loss

Loss, resulting from interruption of or interference with the **business** as a result of damage to property used by **you**, at the **premises**, for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Damage

Accidental loss or destruction or damage.

Data

Any **data** of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Private individual

Any person other than

1. a company, association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns residential property for the purpose of a business as a sole trader
4. a person who owns residential property of which in excess of 20% is commercially occupied
5. an executor of a will

Where

- (i) The residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property.
- (ii) More than one person is named on the policy but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the policy will be classified as being in the name of a private individual.

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a **private individual**:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

For risks located in the Channel Islands and Isle of Man and for residential property located in England, Wales and Scotland insured in the name of a **private individual**

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

What is covered

We will extend the cover provided under the following sections, where **your** schedule shows these as covered, to include damage caused by **terrorism**.

Household Buildings
Household Contents
Household All Risks
Farm Buildings
Farm Contents
Loss of Revenue
Farm All Risks

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all damage occurs within the **period of insurance** and that no two periods overlap.

What is not covered

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

- 1 property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would but for the existence of this policy, be insured by any form of transit, aviation or marine policy.

Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

A) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;

and

B) comprises

- (i) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
- (ii) **consequential loss** suffered directly by **you** as a direct result of either damage or destruction to property insured by **you** at a location covered by this policy or as a direct result of denial, prevention or hindrance of access to a location where property insured by **you** is covered by this policy as a result of damage caused by **terrorism** to property which is within one mile of the location.

However, under A) and B) above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in C) below, the following property is specifically excluded from the cover provided under A) and B) above

- (i) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

and

- (ii) **data**

C) However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under A) above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding (ii) above, such loss shall nonetheless be covered.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Applicable to all risks in the Channel Islands and Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- 1 the total sums insured under each section
- 2 the sum insured for any one item
- 3 any specific limit of **our** liability shown in the policy sections
- 4 the sum insured (or limit remaining) after the deduction for any other damage occurring during the same **period of insurance**

whichever is the less as shown in **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Products available through AIUA:

- Farm Combined
- Farm Motor
- Agricultural Contractors Liability
- Equine
- Engineering
- Livestock
- Garden Centres
- Countryside Motor
- Countryside Liability

Please contact your Insurance Broker for further information

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