



AGRICULTURE

geo

AIUA
FARM
COMBINED

POLICY WORDING

AIUA

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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, wherever the terms appear in bold.
- Each sectional definition of the **policy** shall have the same meaning where it appears in that section.

The Contract

In accordance with the authorisation granted to the Managing General Agent AIUA to act as agent to the **insurers** and in consideration of the appropriate premium having been paid, the **insurers** are hereby bound to insure in accordance with the terms and conditions contained or endorsed hereon.

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** conditions 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 conditions 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

In the UK, the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the **schedule**. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

Contracting out of the Insurance Act 2015 in relation to underinsurance

This policy contains provisions for dealing with underinsurance, known as the application of 'Average', which is where the sum insured you have requested is lower than the true value of the assts(s) being insured. In respect of how **we** deal with instances of underinsurance, **we** have contracted out of the Insurance Act 2015.

In instances of underinsurance where **we** reduce any claim payment in proportion to the level of underinsurance, **we** have contracted out of the provisions of the Insurance Act 2015. This means that **you** are not able to increase any claim payment to the full amount by the payment of an additional premium, and that **you** will receive a proportionately reduced payment of **your** claim.

The following Sections of this policy contain provisions for dealing with underinsurance. Important – Please refer to each of the specific Sections below for full details of how underinsurance will be handled in respect of claim settlements under that Section.

Section 1	Household Buildings
Section 2	Household Contents
Section 4	Farm Buildings
Section 5	Farm Contents
Section 6	Livestock
Section 7	Loss of Revenue
Section 14	Farm All Risks
Section 15	Computer Equipment
Section 16	Hailstorm

Some of these Sections contain provisions where the amount of any claim settlement will be reduced if the sum insured is less than 100% of the true value. Some of these sections contain a provision that allows for fluctuations in values of some property types and that any claim settlement will only be reduced if the sum insured is less than a specified percentage of the true value, either 75% or 85%.

The following example illustrates how Average is applied in the event of underinsurance for Buildings Cover:

A building is insured for £60,000, but its true value, and therefore the amount it should be insured for, is £100,000. The building is damaged, and a claim is presented for £40,000. Because the building is only insured for 60% of its true value, the application of Average in respect of the underinsurance results in the claim settlement being proportionately reduced to 60% of the amount claimed for, equating to £24,000.

Schedule of Insurers

SECTION(S)	INSURER(S)	PROPORTION
1-9, 10-17 & 19	Zurich Insurance Company Ltd	100%
9A	AXA XL Insurance Company UK Ltd	100%
18	ARAG Legal Expenses Insurance Company Limited	100%

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales No. BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

AXA XL Insurance Company UK Limited 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.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

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.

Managing General Agent

AIUA

The Hamlet

Hornbeam Park

Harrogate

HG2 8RE

Tel: 0344 346 0251 or 01423 608823

AIUA is a trading name of Geo Underwriting Services Limited, authorised and regulated by the Financial Conduct Authority, FCA Register Number 308400

Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. 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 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**.

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 are 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

AIUA's 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 0251 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Managing Director, AIUA, The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE.
- 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

In respect of a complaint about the Environmental Section:

If you have any questions or concerns about the **policy** or the handling of a claim, please contact the broker through whom this insurance was arranged.

If you wish to make a complaint, you can do so at any time by referring the matter to:

Complaints Department

AXA XL Insurance Company UK Ltd
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

E-mail: axaxlukcomplaints@axaxl.com

Telephone Number: +44 (0) 20 7743 8487

If you remains dissatisfied after the Complaints Department has considered the complaint, or a final decision has not been received within eight (8) weeks, you can refer the complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

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

All policy sections except Environmental and Legal Expenses

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.

Environmental Liability

If you need to make a claim in respect of Environmental Liability please contact AXA XL Insurance Company UK Limited 0207 933 7334.

Legal Expenses

If an **insured** needs to make a claim, they should notify ARAG as soon as possible. A claim can be made online at www.arag.co.uk/newclaims. Alternatively, an **Insured** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling ARAG on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

For full details of the claims process, please see the Claims Procedure as detailed within Section 18. Legal Expenses.

Fair Processing Notice (other than for policy section: Legal Expenses)

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?

Geo Underwriting Services Ltd (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 MGA.DataProtection@geounderwriting.com or in writing to The MGA Data Protection Officer, 2 Minster Court, Mincing Lane, London, EC3R 7PD 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 adjustors) 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/>.

Zurich's Data Protection Statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e., name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

AXA XL Insurance Company UK Ltd's Data Privacy Statement

If you have questions or concerns regarding the way in which your personal information has been used by AXA XL Insurance Company UK Ltd, please contact: legalcompliance@axaxl.com

For more information about how AXA XL Insurance Company UK Ltd process your personal information, please see AXA XL Insurance Company UK Ltd.'s full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Policy Definitions (for all policy sections other than Legal Expenses)

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 is a trading name of Geo Underwriting Services Limited

AIUA, The Hamlet, Hornbeam Park, Harrogate, HG2 8RE

Business

The business stated in the **policy schedule** and in addition shall include:

- 1) the following activities where **your** turnover for any individual activity does not exceed £10,000:
 - (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** and subject to a maximum **limit of indemnity** of £2,000,000 unless a different figure is shown on the **policy schedule**
 - (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
- 2) in respect of Section 8. Employers Liability and Section 9. Public/Products Liability
 - 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

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**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Deadstock

Farming stock, excluding:

- a) **Livestock**
- b) Property more specifically insured
- c) Agricultural **produce**
- d) Hay and straw
- e) Any other item stated in **your schedule**

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

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**.

Endorsement

An endorsement for an insurance **policy** which refers to any amendment that alters the terms of the contract either by expanding or restricting coverage.

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

Your buildings at the **premises** including

- landlord's fixtures and fittings or tenant's improvements in or on the buildings
- the interior decorations, fixtures and fittings in or on the buildings
- walls, gates, fences around and pertaining to the buildings at the **premises**
- external fire escapes, hoists, gangways, external clocks, staircases and water tanks pertaining to the building
- extensions and ancillary buildings
- yards, carparks, forecourts, terraces, footpaths, drives and pavements, all of concrete asphalt, resin or other paved surfaces on the same **premises**
- external trunks, conveyors, shafting, belting, cables, ropes, service pipes and similar equipment all **your** property or for which **you** are responsible
- integral grain drying equipment
- internal and external fixed glass sanitary ware and signs
- fixed livestock pens

Farm buildings does not include

- bridges, piers, jetties, pontoons or dams
- culverts, embankments or drainage systems
- solar panels, biomass boilers, wind turbines, ground source heat pumps, anaerobic digesters, hydro-electric plant, methane capture, battery storage
- glasshouses or greenhouses
- polythene tunnels or fabric covered buildings
- outdoor menage and gallops
- dwelling and living accommodation including but not limited to homes, houses, mobile homes, caravans, shepherds huts, tents, yurts
- temporary, portable and moveable structures including but not limited to pig arcs, calf huts, marquees, horse shelters

unless shown on **your schedule**

Flood

Damage caused by

- 1) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam.
- 2) inundation from the sea.
- 3) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Great Britain

United Kingdom, the Isle of Man and the Channel Islands

Hacking

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

Hand Tools/Portable Power Equipment

Tools and portable equipment used for the purposes of **your business** excluding:

- a) Collector's showpieces unless specified in **your schedule**
- b) Office equipment and mobile phones/radios and GPS Equipment unless specified in **your schedule**
- c) Mechanically self-propelled vehicles and implements, all terrain vehicles and quad bikes unless specified in **your schedule**
- d) Machinery let out on a hire agreement
- e) Property otherwise insured
- f) **Agricultural produce and deadstock**
- g) **Machinery plant and implements**

Livery

The provision of stabling or other accommodation for equine animals whether you are paid for that provision or not and whether you provide any care husbandry or exercise for the animals or not

Livestock

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

Machinery Plant and Implements

Implements plant and machinery used for the purposes of **Your Business** excluding:

- a) Collector's showpieces unless specified in **your schedule**
- b) Office equipment mobile phones/radios and GPS Equipment unless specified in **your schedule**
- c) Mechanically self-propelled vehicles and implements, all terrain vehicles and quad bikes unless specified in **your schedule**
- d) Machinery let out on a hire agreement
- e) Property otherwise insured

- f) **Agricultural produce and deadstock**
- g) **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

Policy

The **policy** wording, **policy schedule**, contract wording and any endorsement attachments issued during the currency of **your** insurance

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**

Schedule/Policy Schedule

The schedule that is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance**, and clauses or endorsements and the sections of this insurance which apply.

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 than 15 metres
- 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.
3. 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 Employers' Liability, Personal Accident and Legal Expenses Insurance.

7. Loss or damage, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or arising in whole or in part from:

a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any **data processing system** responding to or dealing in any way with:

i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is **your** property or not but in respect of all insurances other than Deterioration of Stock, Plant Protection, Public Liability or Products Liability or Contractors' Joint Indemnity this will not exclude subsequent damage, loss of revenue or additional expenditure (not otherwise excluded) which itself results from a **defined peril**

Note: Exclusion 7 does not apply to Employers' Liability.

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 be declared or not, civil war, rebellion, 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 a) applies to all sections except Employers Liability and Terrorism.

Exclusion 8 b) applies to all sections except 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.
- a) loss or damage caused by **virus or similar mechanism or hacking or phishing or denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
 - b) loss, damage, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism or hacking or phishing or denial of service attack**

but this will not exclude damage, loss of revenue or additional expenditure which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

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

11. Northern Ireland Civil Commotion.

In respect of Northern Ireland any loss, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion.

Note: Exclusion 11 applies to all sections except to Section 8. Employers Liability, Section 9. Public/Products Liability, Legal Defence Costs, Section 9A. Environmental Liabilities, Section 17. Personal Accident and Sickness, Section 18. Legal Expenses or Section 19. Terrorism.

12. Terrorism

Not applicable to Section 8. Employers Liability, Section 9. Public/Products Liability, Legal Defence Costs, Section 9A. Environmental Liabilities, Section 18. Legal Expenses or Section 19. Terrorism.

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with Terrorism.

In any action or suit or other proceedings where the Insurers allege that by reason of this Exclusion cover is not provided under this **policy** the burden of proving that cover is provided under this **policy** will be upon the Insured.

For the purposes of this Exclusion 'Terrorism' will mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) or b) above

13. Communicable Diseases

Not applicable to Section 8. Employers Liability, Section 9. Public/Products Liability, Legal Defence Costs, Section 9A. Environmental Liabilities, Section 17. Personal Accident and Sickness, Section 18. Legal Expenses or Section 19. Terrorism.

Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply to the following:

- i) Sections 1, 2, 3, 4, 5, 7, 10, 11, 12, 13, 14, 15 and 16 in respect of damage, loss of revenue or additional expenditure which results from a **defined peril** but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a **communicable disease** to come into contact with the premises or property of any person or entity or cause or attempt to cause another person or persons to contact a **communicable disease**
- ii) Section 6. Livestock in respect of and only to the extent of cover expressly stated as being provided for Foot and Mouth disease, Brucellosis, Tuberculosis, Anthrax, Swine Vesicular disease, Aujeszky's disease, Classical Swine Fever or Maedi Visna
- iii) Section 7. Loss of Revenue in respect of and only to the extent of cover expressly stated as being provided under the Extension titled NAMED DISEASES, MURDER, SUICIDE OR RAPE

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) **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**
- (c) **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**.
- (d) 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.

- (e) **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.
- (f) 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 except where stated otherwise below

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)

It is a condition precedent to **our** liability to make any payment under **your policy** that:

- (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, debit or 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 we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.

9. Increase in Risk

You must notify **us** as soon as possible during the **period of insurance** if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in paragraphs (3) (a) and (b) of condition 4. Fair Presentation of the Risk under General Conditions Applicable to all sections but only with effect from the date of the change in circumstances or material facts.

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 structure of the **Home** buildings shown in the **Schedule** belonging to **You** or for which **You** are responsible including:

- 1) permanent fixtures and fittings, in or on the structure
- 2) oil, gas and fuel tanks providing fuel to the **Home**
- 3) cesspits, sewers, drains, soil pipes, drain inspection covers, underground tanks
- 4) permanent swimming pools, ornamental ponds, statues, fountains permanently fixed into the ground
- 5) domestic walls, gates, fences, hedges
- 6) forecourts, yards, terraces, patios, drives, footpaths, tennis courts where constructed of concrete, paved, resin or asphalt
- 7) car ports, garages, outbuildings, greenhouses all used for household domestic purposes only
- 8) integral solar panels, air source heat pumps, air conditioning and wind turbines attached to the **Building** used for household domestic purposes only
- 9) permanently installed hot tubs used only for **Your** personal household domestic purposes, unless specified on the **Schedule**

This does not include

- > bridges, piers, jetties, embankments, pontoons or dams
- > polytunnels, marquees, gazebos or polythene/fabric covered structures

unless shown as insured on the **Schedule**

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**
- **Debit or Credit cards**

Debit or 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 private residence shown in the **Schedule** including its garages and outbuildings if they form part of the property

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, scratch cards, 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

Any of **Your** relatives, **Your** partner and their children, and foster children all of whom normally live with **You** in **Your Home**.

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, earthquake or subterranean fire, aircraft or anything dropped from them,	▪ The excess ▪ Damage by smoke from air pollution.
2. Riot, civil commotion.	▪ The excess. ▪ Confiscation or destruction or requisition by order of the Government or any Public Authority ▪ Damage resulting from cessation of work ▪ Damage caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any Building which is empty or not in use for more than 30 consecutive days ▪ Damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation ▪ Damage by theft or attempted theft
3. Malicious acts or vandalism	▪ 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.
4. Falling trees, branches, telegraph poles, Lampposts, wind turbines, aerials or satellite receiving equipment, their fittings or masts, Impact involving vehicles or animals	• The excess. • Damage caused by the felling lopping or pruning of trees • Damaged caused by domestic pets
5. Storm or Flood	▪ The excess. ▪ Damage by frost. ▪ Damage to fences, hedges or gates.
6. Storm, excluding Flood	▪ The excess. ▪ Damage by frost. ▪ Damage to fences, hedges or gates. ▪ Damage caused by Flood

7. Subsidence or heave of the site on which your buildings stand or of land belonging to your buildings, or landslip.	• 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. • 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. Water escaping from washing machines, dishwashers, fixed water or heating systems.	• 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 water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings.
9. Freezing of water in fixed water or fixed heating systems.	• 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 water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings.
10. Theft or attempted theft	• 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 .
11. Oil escaping from a fixed heating system.	• 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.
12. Accidental damage to your buildings. Damage caused by external means, other than a deliberate act of your family. Paragraph 12 applies only when the basis of cover stated in the schedule is Super	▪ 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
13. If there has been damage to your buildings by cause 1 – 12 of this section and your home is uninhabitable, we will pay:	▪ 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,

• 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	▪ 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.
14. 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.	▪ 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.
15. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home	▪ 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: 16. The legal liability of your family as owner of your buildings and land belonging to your home, to pay damages and costs to	▪ Any buildings, land or contents owned by or the legal responsibility of your family.

others which arise from any single event occurring during this insurance period which result in i) accidental death, disease, illness or accidental physical injury to anyone ii) accidental damage to physical property. Limit of liability The most we shall pay for all damages including claimants' costs resulting from one original cause that is not a consequence of livery is £10,000,000. Where the claim is for accidental bodily injury to any of your domestic employees and such injury arises out of and in the course of their employment by you the most we shall pay for all damages including claimants' costs resulting from one original cause is £10,000,000 The most that we shall pay for all damages including claimants' costs resulting from one original cause arising from or relating to livery is £2,000,000 We will also pay your defence costs and expenses incurred with our prior written consent.	▪ 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: - 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.
17. 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. Limit of liability The most we shall pay for all damages including claimants' costs resulting from one original cause is £10,000,000. Where the claim is for accidental bodily injury to any of your domestic employees and such injury arises out of and in the course of their employment by you the most we shall pay for all damages including claimants' costs resulting from one original cause is £10,000,000	▪ 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.

We will also pay your defence costs and expenses incurred with our prior written consent.	▪ Liability arising from the Party Wall etc Act 1996. ▪ Liability covered by any other policy
18. In the event of: 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 at our option we will pay the cost of buying new keys or changing parts of the locks or replacing the locks.	▪ 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 £5,000 in any one period of insurance including any payments under Section 2 – Household Contents.
19. a. Legal fees incurred in repossessing your house following occupation by squatters. 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.	▪ 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 £10,000 in respect of water, electricity or gas.
20. We will pay reasonable costs and expenses incurred with our consent to find and access the point of escape of: 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; 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.	▪ 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.
21. 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 – 12 or 14 - 15 of this section, the buyer shall be entitled to the	▪ 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.

benefit of this cover once the sale has been completed.	
22. 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 – 12 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.	▪ The excess. ▪ Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover. ▪ Any amount exceeding £10,000 in respect of any one claim
23. We will pay to restore your garden if it is damaged as a result of covers 1, 2, 3, 5, 6, 8, 9, 10 and 11 of this section during the period of insurance.	▪ 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.
24. We will pay expenses reasonably incurred by you in extinguishment or attempting to extinguish fire involving the property insured.	▪ Any amount exceeding £25,000 in any one period of insurance
25. 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	▪ Any amount exceeding £5,000 in any one period of insurance
26. 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. Providing that a) all fixed tanks are maintained in a good state of repair b) all fixed tanks are constructed after 1991 c) the contents of the fixed tanks are suited to the tank manufacturer's guidelines for storage therein d) all tanks must be provided with secondary containment bunding to at least 110% of their capacity	▪ 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

Where the tanks are used for storage other than oil you will be required to ensure adherence to the storage regulations appropriate to the tank contents. In the absence of any more specific regulations you will be expected to adhere to the guidelines shown in above for cover to be operative	
27. We will reimburse you for the costs and expenses of removing or cleaning up of waste materials illegally deposited upon land at the Premises by Third Parties provided that on discovery of such illegal waste immediate notice is made to the Police and/or other local or government authorities as required.	• We will not be liable for any costs which result in improvement or alteration of the condition of the land or watercourse or body of water on the Premises. • We will not be liable for the costs incurred from waste which cannot be identified to a specific time and place of depositing of such waste by others. • We will not be liable for costs and expenses for waste which was deposited with you or your Employees agreement or consent. • We will not be liable for the first £250 of each and every incident. • Our maximum liability shall not exceed £10,000 in any one Period of Insurance
28. We will pay expenses reasonably incurred in cleaning, clearing or repairing drains, gutters and sewers.	▪ Any amount exceeding £5,000
29. We will pay the cost of gas lost as a result of damage by covers 1-12 of this section.	▪ Damage while your home is unoccupied or unfurnished ▪ Any amount exceeding £5,000
30. We will pay expenses reasonably incurred in removing fallen trees and branches from the vicinity of the home .	▪ 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
31. We will pay for the removal of wasps', bees', cockroaches', mice or rats' nests from your Home	▪ Any amount exceeding £1,000 in any one period of insurance
32. 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.	▪ Any amount exceeding £5,000 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

33. We will pay for loss of or damage to temporary contract works 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 temporary contract works and materials are not otherwise insured, and b) the contract price does not exceed 10% of the existing buildings sum insured or £50,000 whichever is the lower.	▪ The first £250 of each and every claim
34. 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 a) damage to plant hired 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.	▪ 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 – 12 or 14 – 15 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.

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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, earthquake or subterranean fire, aircraft or anything dropped from them	▪ The excess. ▪ Damage by smoke from air pollution.
2. Riot, civil commotion.	• The excess. • Confiscation or destruction or requisition by order of the Government or any Public Authority • Damage resulting from cessation of work • Damage caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any Building which is empty or not in use for more than 30 consecutive days • Damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation • Damage by theft or attempted theft
3. Malicious acts or vandalism	▪ 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.
4. Falling trees, branches, telegraph poles, lamp posts, wind turbines, falling aerials or satellite receiving equipment, their fittings or masts. Impact involving vehicles or animals.	• 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 • Loss or damage by domestic pets
5. Storm or flood	▪ The excess.
6. Storm excluding flood	▪ The excess. ▪ Loss or damage caused by or arising from flood
7. Subsidence or heave of the site on which your home stands or of land belonging to your home or landslide	▪ 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. Water escaping from washing machines or dishwashers, aquarium or waterbed	▪ The excess. ▪ Loss or damage while your home is unoccupied or unfurnished. ▪ The cost of the water or oil itself
9. Water escaping from fixed water or fixed heating systems	▪ The excess. ▪ Loss or damage while your home is unoccupied or unfurnished. ▪ The cost of the water or oil itself
10. Theft or attempted theft	▪ 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: – 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.
11. Oil escaping from a fixed heating system.	▪ The excess. ▪ Loss or damage while your home is unoccupied or unfurnished. ▪ The cost of the water or oil itself
12. Accidental loss or accidental damage to contents not listed in paragraphs 14 and 15 Paragraph 12 applies only when the basis of cover stated in the schedule is Super	▪ 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. ▪ 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.
This section also provides insurance in your home against:	

13. If there has been damage to your contents by covers 1-12 of this section and your home is uninhabitable, we will pay 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. ii) the cost of temporary storage of your contents. If you are a tenant and your home is uninhabitable as a result of damage caused by covers 1-12 of this section, and provided no other insurance covers this loss we will pay 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. ii) the cost of temporary storage of your contents iii) the amount of rent which you remain legally responsible to pay as a tenant.	▪ Any amount exceeding 15% 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.
14. Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture.	▪ 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.
15. Accidental damage to televisions, satellite or digital receivers (including aerials and satellite dishes fixed to your home), audio and video entertainment equipment, internet receivers and transmitters, computer equipment and games consoles while in your home.	▪ 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.
16. 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%.	▪ Loss or damage by any cover other than covers 1-12. ▪ Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.
17. 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%.	▪ Loss or damage by any cover other than covers 1-12. ▪ Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.
18. Accidental loss at your home of metered water and oil from the domestic heating system.	▪ Any amount exceeding £5,000
19. In the event of: a. accidental loss or theft of the keys to	▪ The excess.

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 At our option we will pay the cost of buying new keys or changing parts of the locks or replacing the locks.	▪ 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 £5,000 in any one period of insurance including any payments under Section 1 – Household Buildings.
20. Accidental damage to office equipment used for business or personal purposes.	▪ Damage excluded in paragraph 12 ▪ Any amount exceeding £10,000.
21. In the event of loss or damage by any cause insured against under paragraphs 1–11 to deeds or documents we will pay for the clerical cost of the reproduction of such documents.	▪ Any amount exceeding £5,000.
22. 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.	▪ Injury to you or your spouse if he or she does not normally live at the same address as you.
23. 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: 1. Loss or damage by any of the Covers 1 to 11 to • Your home • Interior decorations 2. Accidental breakage of fixed glass or sanitary fittings 3. Accidental damage to underground service pipes and cables	• Any exclusion listed against any of the Covers 1 to 11 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 • 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

The most we will pay under this extension is 20% of the contents sum insured as shown on your latest schedule	
24. The cost of replacing electronic data downloads following loss or damage to contents by covers 1-12 of the contents section of this policy .	▪ 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.
When not in your home the Contents are insured against:	
25. Loss or damage by any cause insured by paragraphs 1-11 occurring in the open within the boundaries of the land belonging to your home	▪ 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.
26. Loss or damage by any cause insured against under paragraphs 1-4 and 10 occurring in the open within the boundaries of the land belonging to your home to trees, shrubs, hedges, bushes, lawns and plants.	▪ 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.
27. Loss or damage by any cause insured by paragraphs 1-11 occurring while temporarily removed: 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 b. elsewhere in the British Isles	▪ Any amount exceeding 20% of the sum insured on the contents ▪ In respect of b. loss or damage: - 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
28. Accidental loss or damage to your contents while a professional removal firm are moving your contents from your home directly to your new permanent home in the British Isles.	▪ The excess. ▪ Damage to china, glass, pottery, earthenware or other items of a brittle nature unless they have been packed by professional packers ▪ 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
As well as insuring your contents in your home , we also provide the following cover subject to the limit of liability shown below.	
29. The legal liability of your family : 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;	▪ 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

iii) as an employer to any of your family's domestic employees; to pay damages and costs to others which arise from any single event occurring during the insurance period which results in: i) accidental death, disease, illness or accidental physical injury to anyone; or ii) accidental damage to physical property. Limit of Liability The most we shall pay for all damages including claimants' costs resulting from one original cause that is not a consequence of livery is £10,000,000. Where the claim is for accidental bodily injury to any of your domestic employees and such injury arises out of and in the course of their employment by you the most we shall pay for all damages including claimants' costs resulting from one original cause is £10,000,000 The most that we shall pay for all damages including claimants' costs resulting from one original cause arising from or relating to livery is £2,000,000 We will also pay your defence costs and expenses incurred with our prior written consent.	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: 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, drones, 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: - 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. ▪ Liability arising out of the ownership, possession or use of: - Any animal for which a licence is required under the terms of the Dangerous Wild Animals Act 1976 or any amending legislation or any order made under this Act - Any dangerous dogs as defined in the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation
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30. We will pay expenses reasonably and necessarily 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. Providing that a) all fixed tanks are maintained in a good state of repair b) all fixed tanks are constructed after 1991 c) the contents of the fixed tanks are suited to the tank manufacturer's guidelines for storage therein d) all tanks must be provided with secondary containment bunding to at least 110% of their capacity Where the tanks are used for storage other than oil you will be required to ensure adherence to the storage regulations appropriate to the tank contents. In the absence of any more specific regulations you will be expected to adhere to the guidelines shown in above for cover to be operative	▪ Any amount exceeding £25,000 including any payments under Section 1 – Household Buildings, Section 4 – Farm Buildings and Section 5 – Farm Contents in any one period of insurance
31. We will pay expenses incurred by you in clearing and removing waste illegally deposited by third parties within the boundaries of your home.	▪ 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
32. 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.	▪ 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 1-12, 14-15 and 28 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.

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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 issue of Stanley Gibbons catalogue	Two thirds of the price quoted in the current
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	▪ 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 **debit or credit cards** inside and outside **your home** subject to the sums insured and limits shown.

WHAT IS COVERED	WHAT IS NOT COVERED
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. 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 in respect of any one item is the amount shown on your policy schedule	▪ The excess. ▪ Loss or damage by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies. ▪ Money or debit 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: 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. The most we will pay for theft from an unattended motor vehicle is £1,500. ▪ 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: – 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: - 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

STUDENT EFFECTS	
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	
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 - in a private dwelling house - in any other building where the member of your family is living or studying - elsewhere in the British Isles	Exclusions • 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 & DEBIT OR CREDIT CARDS	
WHAT IS COVERED	WHAT IS NOT COVERED
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. Debit or Credit Cards Financial loss anywhere in the world resulting from any debit or credit card being lost or stolen, or the card details being fraudulently obtained, and used without the permission of any authorised cardholder.	▪ 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 debit or 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 **debit or credits cards** is the sum insured shown on **your schedule**.

Section 3A. Caravans

WHAT IS COVERED	WHAT IS NOT COVERED
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	- Loss or damage occurring or legal liability arising while: - 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
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	- 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
2. If there is loss or damage which is insured by this section we will also pay: A. the reasonable cost of 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 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 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	
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. The limit of indemnity for all damages and claimants' costs resulting from one original cause is £5,000,000. 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.	• 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:

- 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)
- 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 A Explosion A Lightning A Aircraft or other aerial devices or items dropped from them A Earthquake or Subterranean Fire	1. The excess 2. Damage by explosion resulting from fire 3. Damage to property caused by its undergoing any process involving the application of heat other than grain drying 4. 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 5. 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 - any boiler gas used for domestic purposes only
B Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons	1. The excess 2. Confiscation or destruction or requisition by order of the Government or any Public Authority 3. Damage resulting from cessation of work 4. Damage by Theft or attempted theft
C Impact by any vehicle, train, including items dropped from them, animal, falling trees, branches, telegraph poles, lampposts, wind turbines or pylons	1. The excess 2. loss or damage caused by or in consequence of the felling lopping or pruning of trees
D Storm or Tempest	1. The excess 2. Loss, destruction or damage caused by or in consequence of Flood 3. Destruction or damage by frost, a rise in the water table, subsidence or landslip. 4. Destruction or damage to fences, gates, feed bins and moveable property in the open.

E Storm or Tempest or Flood	1. The excess. 2. Destruction or damage by frost, a rise in the water table, subsidence or landslide. 3. Destruction or damage to fences, gates, feed bins and moveable property in the open.
F Bursting or Overflowing of Water Tanks Apparatus Or Pipes and Bursting Or Overflowing Of Fuel, Oil And Fertiliser Storage Tanks	1. The excess 2. Destruction or damage by water discharge or leaking from an automatic sprinkler installation.
G. Theft or attempted theft	The excess
I. Subsidence or ground heave of any part of the site on which the property stands or landslide	1. The excess stated in your schedule at each separate premises as ascertained after the application of any condition of average 2. Loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting an insured farm building 3. Loss, destruction or damage caused by or consisting of a) the normal settlement or bedding down of new structures b) the settlement or movement of made-up ground c) coastal or river erosion d) defective design or workmanship or the use of defective materials e) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe 4. Loss, destruction or damage which originated prior to the inception of this cover 5. Loss, destruction or damage resulting from a) demolition, constructional structural alteration or repair of any property or b) groundwork or excavation at the premises 6. Loss, destruction or damage caused by any demolition, groundworks, excavation or construction being carried out on any adjoining site where you have not notified us without any undue delay when you first become aware of such works. On receipt of notification we reserve the right to vary the terms of cancel this cover
J. Accidental damage not shown as insured under Perils A-G	1. The excess 2. Normal maintenance or repair

	3. Erasure or distortion of information on computer systems or other records 4. Any disappearance or shortage revealed only at the time of stock taking or the making of an inventory 5. Any shortage due to error or omission 6. Loss, destruction or damage: i) caused by or resulting from marring, scratching, bruising or deterioration to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair ii) caused by any gradually operating cause iv) to food, drink or plants v) caused by chewing, scratching, tearing or fouling by domestic pets vi) specifically excluded elsewhere in this section vii) to any computer and electronic equipment or component or computer system or item which processes, stores, transmits or retrieves data whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not where such loss, destruction or damage is caused by programming or operator error virus or similar mechanism or hacking or phishing or denial of service attack viii) by confiscation or detention by Customs or other officials or authorities ix) following dishonesty or fraudulent action by you or any of your employees or other persons to whom property insured may be entrusted x) by theft or any attempted theft xi) by subsidence, ground heave or landslide xii) due to depreciation in value 7. Loss, destruction or damage that is insured, or could be insured by any other part of this policy, whether it is actually insured or not
N. The cost of repairing accidental damage to cables, underground pipes and drains and their inspection covers serving the farm buildings	1. Loss, destruction or damage which you are not legally responsible to repair 2. Loss, destruction or damage caused by rust corrosion or other wear and tear

- | | |
|--|--|
| | 3. The excess stated in your schedule as ascertained after the application of any condition of average |
|--|--|

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

Where the basis of settlement is not in accordance with Special Condition 3 to this Section Basis of Settlement Modern Materials farm buildings, or endorsed on **your schedule** to be Reinstatement 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.

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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. For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.
- (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 £50,000 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**.

Providing that

- a) all fixed tanks are maintained in a good state of repair
- b) all fixed tanks are constructed after 1991
- c) the contents of the fixed tanks are suited to the tank manufacturer's guidelines for storage therein
- d) all tanks must be provided with secondary containment bunding to at least 110% of their capacity

Where the tanks are used for storage other than oil **you** will be required to ensure adherence to the storage regulations appropriate to the tank contents. In the absence of any more specific regulations **you** will be expected to adhere to the guidelines shown in above for cover to be operative

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 byelaw
 - (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 byelaws 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 byelaws.
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 byelaws 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. **We** will not be liable for expenses incurred from the use of any type of aircraft to extinguish fire.

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 firefighting 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 G (Theft or Attempted 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 £5,000 any one claim and £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 any one claim and in the aggregate 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 £10,000 any one claim or series of claims, arising out of any one original cause.

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 temporary contract works 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 temporary contract works 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
A- Fire A - Explosion A - Lightning A - Aircraft or other aerial devices or items dropped from them. A - Earthquake or Subterranean Fire	1) The excess 2) Damage by explosion resulting from fire 3) Damage to property caused by its undergoing any process involving the application of heat other than grain drying 4) 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 5) 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 - any boiler - gas - used for domestic purposes only
B - Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons	1) The excess 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 of work 4) Loss or damage by theft or attempted theft 5) Loss or damage to genetically modified crops
C - Impact by any vehicle, train, including items dropped from them, or animal, falling trees, branches, telegraph poles, lampposts, wind turbines or pylons	1) The excess 2) Loss or Damage to growing crops. 3) Damage to produce, deadstock, machinery plant and implements and all other property not situated in a fully enclosed building 4) Loss or damage to walls gates fences or hedges caused by animal, falling trees, branches, telegraph poles, lampposts, wind turbines or pylons
D - Storm or Tempest	1) The excess 2) Loss, destruction or damage caused by or in consequence of Flood 3) Destruction or damage by frost, a rise in the water table, subsidence or landslip

	4) Destruction or damage to walls, fences, gates and hedges, feed bins and moveable property in the open 5) Damage to produce, deadstock, machinery plant and implements and all other property not situated in a fully enclosed building.
E - Storm or Tempest or Flood	1) The excess 2) Destruction or damage by frost, a rise in the water table, subsidence or landslip 3) Destruction or damage to walls, fences, gates and hedges, feed bins and moveable property in the open 4) Damage to produce, deadstock, machinery plant and implements and all other property not situated in a fully enclosed building.
F Bursting or Overflowing of Water Tanks Apparatus or Pipes, Bursting or Overflowing of Fuels, Oil and Fertiliser Storage Tanks	1) The excess 2) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.
G – Theft or attempted theft	1) The excess 2) Loss or damage occasioned by or in collusion with any member of your family business staff, or any servant of yours. 3) Unexplained shortage or mysterious disappearance.
I. Subsidence or ground heave of any part of the site on which the property stands or landslip	1. The excess stated in your schedule at each separate premises as ascertained after the application of any condition of average 2. Loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting an insured farm building 3. Loss, destruction or damage caused by or consisting of - the normal settlement or bedding down of new structures - the settlement or movement of made-up ground - coastal or river erosion - defective design or workmanship or the use of defective materials - fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe 4. Loss, destruction or damage which originated prior to the inception of this cover 5. Loss, destruction or damage resulting from - demolition, constructional structural alteration or repair of any property or - groundwork or excavation at the premises 6. Loss, destruction or damage caused by any demolition, groundworks, excavation or construction being carried out on any adjoining site where you have not notified us

	without any undue delay when you first become aware of such works. On receipt of notification, we reserve the right to vary the terms of cancel this cover
J. Accidental damage not shown as insured under Perils A-G	1. The excess 2. Normal maintenance or repair 3. Erasure or distortion of information on computer systems or other records 4. Any disappearance or shortage revealed only at the time of stock taking or the making of an inventory 5. Any shortage due to error or omission 6. Loss, destruction or damage: i) caused by or resulting from marring, scratching, bruising or deterioration ii) to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair iii) caused by any gradually operating cause iv) to food, drink or plants v) caused by chewing, scratching, tearing or fouling by domestic pets vi) specifically excluded elsewhere in this section vii) to any computer and electronic equipment or component or computer system or item which processes, stores, transmits or retrieves data whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not where such loss, destruction or damage is caused by programming or operator error virus or similar mechanism or hacking or phishing or denial of service attack viii) by confiscation or detention by Customs or other officials or authorities ix) following dishonesty or fraudulent action by you or any of your employees or other persons to whom property insured may be entrusted x) by theft or any attempted theft xi) by subsidence, ground heave or landslide xii) due to depreciation in value 7. Loss, destruction or damage that is insured, or could be insured by any other part of this policy, whether it is actually insured or not

LIMIT FOR HAY & STRAW STACKS

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.

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

First Loss Basis - 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 **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**

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

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 plant and implements** additional **machinery plant and implements** (as defined herein) for an additional amount not exceeding 25 percent of the sum insured on **machinery plant and implements** 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**.

Providing that

- a) all fixed tanks are maintained in a good state of repair
- b) all fixed tanks are constructed after 1991
- c) the contents of the fixed tanks are suited to the tank manufacturer's guidelines for storage therein
- d) all tanks must be provided with secondary containment bunding to at least 110% of their capacity

Where the tanks are used for storage other than oil **you** will be required to ensure adherence to the storage regulations appropriate to the tank contents. In the absence of any more specific regulations **you** will be expected to adhere to the guidelines shown in above for cover to be operative

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 or 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 an event under Cover A to M inclusive, Q and R. This is in addition to any payment for loss or destruction of **livestock** if such treatment does not prevent death of the **livestock**.
- 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. This is in addition to any payment for loss or destruction of **livestock**.

WHAT IS COVERED (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	WHAT IS NOT COVERED
A- Fire A - Explosion A - Lightning A - Aircraft or other aerial devices or items dropped from them. A - Earthquake or Subterranean Fire A - Electrocution of Livestock	1) The excess 2) Damage by explosion resulting from fire 3) Damage to property caused by its undergoing any process involving the application of heat other than grain drying 4) 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 5) 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 - any boiler - gas used for domestic purposes only
B - Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part in Labour Disturbances Or Malicious Persons	1) The excess 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 of work 4) Loss or damage by theft or attempted

	theft
C – Impact by any vehicle or train including items dropped from them or animal, falling trees or parts thereof	1) The excess 2) loss or damage caused by or in consequence of the felling lopping or pruning of trees
D - Storm or Tempest	1) 1) The excess 2) Loss, destruction or damage caused by or in consequence of Flood 3) Destruction or damage by frost, a rise in the water table, subsidence or landslip 4) Damage to livestock not situated in a fully enclosed building.
E - Storm or Tempest or Flood	1) The excess 2) Destruction or damage by frost, a rise in the water table, subsidence or landslip 3) Damage to livestock not situated in a fully enclosed building.
F - Bursting or Overflowing of Water Tanks Apparatus or Pipes, Bursting or Overflowing of Fuels, Oil and Fertiliser Storage Tanks	1) The excess 2) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.
G – Theft or attempted theft	1) The excess 2) Loss or damage occasioned by or in collusion with any member of your family business staff, or any of your servants 3) Unexplained shortage or mysterious disappearance. 4) Livestock kept on common or unfenced land
H – Mysterious Disappearance Unexplained shortage or mysterious disappearance of livestock , for a period of thirty days or more while under your control	1) The excess. 2) Livestock kept on common or unfenced land
K – Fatal Injury to Livestock (Whilst off the premises) including Livestock in Transit. 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. 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.	1) The excess. 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 caused by dogs, foxes and vermin

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.	7) Losses caused by livestock kept on common or unfenced land 8) Losses caused by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section.
L – Livestock in Transit only 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 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.	1) The excess. 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) Loss by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section.
M – Livestock Worring 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 your household or in your custody), foxes and vermin. 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.	1) The excess. 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) Loss by disease and illness except where this is a direct consequence of an event which would give rise to a valid claim under this section.
P - Fatal Injury to Livestock (Whilst on own premises). Cover is provided for fatal injury to livestock	1) The excess. 2) Losses in respect of slaughter without our consent unless authorised by a qualified Veterinary Surgeon on humanitarian

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. 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.	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. 7) Losses caused by dogs, foxes and vermin 8) Losses in respect of livestock kept on common or unfenced land 9) Losses caused by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section.
Q - All Risks (Mortality) Cover is provided in the event of DEATH of specified animal 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. 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.	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 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 preserve the animal's life 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. 4) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accident injury illness or disease. 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.

	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. 7) Consequential loss of any kind.
R – Loss of Use/Infertility 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 permanently infertile or permanently incapable of natural service as a result of an accident or disease contracted during the period of insurance. 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.	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 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 preserve the animal's life 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. 4) Losses in respect of inoculation which is not of a prophylactic nature or necessitated by accident injury illness or disease. 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. 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.
S – Foot and Mouth 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: a) the market value of the livestock before slaughter b) the Sum Insured as stated in the policy schedule whichever is the lower	1) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority 2) The slaughter of any animal that is not weaned 3) Any animal not qualified to enter the herd without restriction 4) Compulsory slaughter that takes place more than 30 days after expiry of the period of insurance

CONDITIONS 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. b) You will give immediate notice of slaughter at the farm or premises and produce evidence of the Compensation received. 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. 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 days' notice to you at your last known address. You will then become entitled to a proportionate return of premium. 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.	
T – Brucellosis 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: a) the market value of the livestock before slaughter b) the Sum Insured as stated in the policy schedule whichever is the lower Changes in Herd Increases in the Total Sum Insured may be affected at any time during the period of insurance at your request provided that a) You agree to pay the appropriate additional premium. b) You have no knowledge of any impending test at the time of such request.	1) Losses occurring outside Great Britain. 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. 3) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority 4) The slaughter of any animal that is not weaned 5) Any animal not qualified to enter the herd without restriction 6) Compulsory slaughter that takes place more than 30 days after expiry of the period of insurance
U – Tuberculosis 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	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

insurance at the premises we will pay you 25% of: a) the market value of the livestock before slaughter b) the Sum Insured as stated in the policy schedule whichever is the lower	2) The death, slaughter or loss of any animal other than by or under the order of any government or public or local authority 3) The slaughter of any animal that is not weaned 4) Any animal not qualified to enter the herd without restriction 5) Compulsory slaughter that takes place more than 30 days after expiry of the period of insurance
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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.

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

2) Livestock Held in Trust excluding Perils S, T & U

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 excluding Perils S, T & U.

EXTENSIONS

ANIMAL IDENTIFICATION DOCUMENTS

Livestock cover is extended to include loss of animal identification documents. The maximum payable is £10,000 for any one loss.

ADVERTISING AND REWARD

Where a valid claim would be payable under Cover G or Cover H, 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 or £2,500 any one claim

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, P, 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 by a qualified veterinary surgeon or a post mortem examination by a qualified veterinary surgeon if one is required to establish cause of death, 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 animal's 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.

INCIDENT – damage to **property** used by **you** at the **premises** for the purposes of the **business**.

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.

Notes to Words with Special Meanings

1. In respect of the definitions of REVENUE provision will be made for the trend of the **business** and for variations in or other circumstances either before or after the date of the **incident** which affect the **business** or would have affected the **business** had the **incident** not occurred and the figures adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the **incident** if the **incident** had not happened.

2. Any adjustment implemented in current cost accounting will be disregarded.

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 you during the **Indemnity period** in consequence of the happening of an insured peril 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

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, including their operators if required, 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.
- (e) **we** will not be liable for any additional expenditure incurred by you as a consequence of any damage caused to agricultural vehicles or machinery belonging to **you** or for which **you** are responsible where that damage is a consequence of that vehicle having caused any impact damage to any other property

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
A- Fire A - Explosion	1) The excess 2) Damage by explosion resulting from fire 3) Damage to property caused by its undergoing any process involving the application of heat other than grain drying 4) 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 5) 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 - any boiler

A – Lightning A – Aircraft or other aerial devices or items dropped from them. A – Earthquake or Subterranean Fire A – Electrocution of Livestock	- gas used for domestic purposes only
B – Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part in Labour Disturbances Or Malicious Persons	1) The excess 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 or attempted theft 5) Loss or damage to genetically modified crops
C – Impact by any vehicle, train or animal including items dropped from them, Falling Trees or parts thereof	1) The excess 2) loss or damage caused by or in consequence of the felling lopping or pruning of trees
D – Storm or Tempest 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 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.	1) 1) The excess 2) Loss, destruction or damage caused by or in consequence of Flood 3) Destruction or damage by frost, a rise in the water table, subsidence or landslip 4) Damage to livestock, produce, deadstock, machinery plant and implements and all other property not situated in a fully enclosed building. 5) Destruction or damage to fences, gates, feed bins and moveable property in the open.

E - Storm or Tempest of Flood 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.	1) The excess 2) Destruction or damage by frost, a rise in the water table, subsidence or landslip 3) Damage to livestock, produce, deadstock, machinery plant and implements and all other property not situated in a fully enclosed building. 4) Destruction or damage to fences, gates, feed bins and moveable property in the open.
F - Bursting or Overflowing of Water Tanks Apparatus or Pipes Bursting or Overflowing of Fuels, Oil and Fertiliser Storage Tanks	1) The excess 2) Destruction or damage by water discharge or leaking from an automatic sprinkler installation.
G - Theft or attempted theft	1) The excess 2) Loss or damage occasioned by or in collusion with any member of your family business staff, or any servant of yours 3) Unexplained shortage or mysterious disappearance. 4) Livestock kept on common or unfenced land
H - Mysterious Disappearance Unexplained shortage or mysterious disappearance of livestock, for a period of thirty days or more while under the control of you	1) The excess. 2) Livestock kept on common or unfenced land
I. Subsidence or ground heave of any part of the site on which the property stands or landslip	1. The excess stated in your schedule at each separate premises as ascertained after the application of any condition of average 2. Loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting an insured farm building 3. Loss, destruction or damage caused by or consisting of a) the normal settlement or bedding down of new structures b) the settlement or movement of made-up ground c) coastal or river erosion d) defective design or workmanship or the use of defective materials e) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe 4. Loss, destruction or damage which originated prior to the inception of this cover 5. Loss, destruction or damage resulting from

	a) demolition, constructional structural alteration or repair of any property or b) groundwork or excavation at the premises 6. Loss, destruction or damage caused by any demolition, groundworks, excavation or construction being carried out on any adjoining site where you have not notified us without any undue delay when you first become aware of such works. On receipt of notification, we reserve the right to vary the terms of cancel this cover
J. Accidental damage not shown as insured under Perils A-G	1. The excess 2. Normal maintenance or repair 3. Erasure or distortion of information on computer systems or other records 4. Any disappearance or shortage revealed only at the time of stock taking or the making of an inventory 5. Any shortage due to error or omission 6. Loss, destruction or damage: i) caused by or resulting from marring, scratching, bruising or deterioration ii) to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair iii) caused by any gradually operating cause iv) to food, drink or plants v) caused by chewing, scratching, tearing or fouling by domestic pets vi) specifically excluded elsewhere in this section vii) to any computer and electronic equipment or component or computer system or item which processes, stores, transmits or retrieves data whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not where such loss, destruction or damage is caused by programming or operator

	error virus or similar mechanism or hacking or phishing or denial of service attack viii) by confiscation or detention by Customs or other officials or authorities ix) following dishonesty or fraudulent action by you or any of your employees or other persons to whom property insured may be entrusted x) by theft or any attempted theft xi) by subsidence, ground heave or landslip xii) due to depreciation in value 7. Loss, destruction or damage that is insured, or could be insured by any other part of this policy, whether it is actually insured or not
K – Fatal Injury to Livestock (Whilst off the premises) including Livestock in Transit. 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. 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 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.	1) The excess. 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 caused by dogs, foxes and vermin 7) Livestock kept on common or unfenced land 8) Loss by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section.

L – Livestock in Transit only 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 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.	1) The excess. 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.
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M – Livestock Worrying 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 your household or in the custody of the Insured), foxes and vermin. 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.	1) The excess. 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. 7) Loss by disease and illness except where this is a direct consequence of an event which would give rise to a valid claim under this section.
N. The cost of repairing accidental damage to cables, underground pipes and drains and their inspection covers serving the farm buildings	1) Loss, destruction or damage which you are not legally responsible to repair 2) Loss, destruction or damage caused by rust corrosion or other wear and tear 3) The excess stated in your schedule as ascertained after the application of any condition of average
P - Fatal Injury To Livestock (Whilst on own premises). 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. 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.	1) The excess. 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.

	7) Losses caused by dogs, foxes and vermin 8) Livestock kept on common or unfenced land 9) Loss by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section.
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GENERAL EXCEPTIONS (applicable to all Perils in relation to **livestock**)

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.

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. For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

- (d) Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the happening of an insured peril, or which would have affected the **business** had the happening of an insured peril not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the happening of an insured peril.

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

Any loss as insured under each item of this section resulting from interruption of or interference with the **business** at the **premises** in consequence of the contingencies described under this section will be deemed to be an **incident** provided always that after the application of all other terms and conditions of this section the **insurer's** liability under each extension will not exceed its stated limit or the sum insured under the relevant item stated in the **schedule** whichever is the lesser.

DEBRIS REMOVAL

Each item of revenue under this section 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**. This is in addition to any payment for loss or destruction of **livestock** if such treatment does not prevent death of the **livestock**.

DENIAL OF ACCESS (DAMAGE)

We will cover **you** for any loss covered by this section resulting from interruption of or interference with **your business** in consequence of **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which prevents or hinders the use of or access to **your premises** regardless of whether **your premises** is damaged or not.

Provided that

1. these **insured perils** would be covered under Section 1. Household Buildings and/or Section 4. Farm Buildings if **we** insured **your premises** under this section.
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time the results of the **business** are affected.

3. our liability for any one claim and in the aggregate in any one **period of insurance** is the lower of 25% of the annual sum insured or £250,000, irrespective of the number of premises insured. Under the General Conditions of your **policy** the 'Reinstatement of Loss part (b) cover' shall not apply in respect of this endorsement. This does not include any damage to property from which you obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.
4. we will not cover any **incident** involving interference or interruption with the business that is less than 12 hours.

For the purposes of the cover provided under this extension **insured perils** means

fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

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 or £500,000 whichever is the less any one claim and in the aggregate in any one **period of insurance**.

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 or £500,000 whichever is the less any one claim and in the aggregate in any one **period of insurance**.

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 and in the aggregate in any one **period of insurance**.

FAILURE OF SELECTED PUBLIC SUPPLIES

We will cover **you** for any loss resulting from interruption or interference with **your business** caused by the accidental failure of

1. the public electricity supply at **your** supplier's generating station or sub station
2. the public gas supply at **your** supplier's land-based premises
3. the public water supply at **your** supplier's waterworks or pumping station
4. the public telecommunications services at **your** supplier's land-based premises

from which **you** obtain electricity, gas, water or telecommunications services within the Territorial Limit of **your policy** where such accidental failure is a consequence of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay will not exceed the lower of either 10% of the annual **revenue** or £50,000 in total in any one **period of insurance** irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

Under the General Conditions of **your policy** the 'Reinstatement of Loss part (b) cover' shall not apply in respect of this endorsement. The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

a. any failure

- i. which does not involve cessation of supply, for at least 12 hours
- ii. due to an excluded cause

b. loss resulting from failure caused by

- i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- ii. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

For the purposes of the cover provided under this extension **insured peril** means

fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

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

NAMED DISEASES, MURDER, SUICIDE OR RAPE

The insurance in respect of each item under this section includes loss resulting from interruption of or interference with **your business** at the **premises** in consequence of:

- a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
 - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- i) Named Disease will mean illness sustained by any person resulting from:

- 1) food or drink poisoning

- 2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral haemorrhagic
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

- an outbreak of which the competent local authority has stipulated will be notified to them.

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of **your business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity period thereafter.

- 2) Maximum Indemnity Period will mean 3 months.

- iii) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

- iv) **We** will not be liable under this clause for:

- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto

2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.

- v) **You** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- vi) **You** will notify **us** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
- vii) **We** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding the lower of 25% of the annual sum insured or £25,000 any one claim and in the aggregate in any one **period of insurance**.

ACTION OF COMPETENT AUTHORITIES

Action by the police or other competent local, civil or military authority following a danger or disturbance (including but not limited to bomb threat hoax or actual) occurring within or within one mile of the **premises** where access to the **premises** is prevented.

Provided always that:

- a) there will be no liability for loss resulting from interruption of or interference with the **business** during the first 12 hours of the Indemnity Period
- b) for the purposes of this general extension Indemnity Period will mean the actual period for which access to the **premises** is denied in consequence of the **incident** during which the results of **your business** are affected but not exceeding the Maximum Indemnity Period
- c) the Maximum Indemnity period will mean one month
- d) the limit is the lower of 25% of the annual sum insured or £50,000 any one claim and in the aggregate 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 EMPLOYEE

We will cover **you** for any loss covered by this section resulting from interruption of or interference with the **business** as a result of

- 1
 - a) death of an employee except due to illness
 - b) permanent total disablement arising out of bodily injury except due to illness, which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life
- 2 the employee winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds £100,000 but excluding losses where the employee
 - a) has been employed by **you** for a period of less than 12 months
 - b) has served notice or has been served notice or termination of their employment prior to their win

- c) has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win for an employee and end a maximum of 12 weeks after this date.

Our liability will not exceed the lower of £25,000 or the amount of loss resulting from interference or interruption to with the business for up to a maximum of 12 weeks in any one **period of insurance**.

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. Employers Liability and Section 9. Public/Products Liability. 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 they were **you** observe and 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**)
- b) labour master and individuals supplied by him)
- c) individual employed by labour only sub-contractors) while under **your**
- d) self employed individual (not being in partnership) direct control
- with **you**) and supervision
- e) individual hired to or borrowed by **you**)
- f) individual undertaking study or work experience)
- g) any voluntary helper)

4. **Injury** shall mean

- a) in respect of Section 8. Employers Liability bodily injury death disease or illness
- b) in respect of Section 9. Public/Products Liability bodily injury, death, disease and clinically diagnosed recognised psychiatric injury

5. **Property** shall mean material property but shall not include information represented or stored electronically including but not limited to code or series of instructions operating systems software programmes and firmware.

6. **Event** shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

7. **Insured's contribution** shall mean the first amount specified in the **schedule** which **you** agree to pay in respect of any one **event**.

8. **Data** shall mean 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.

9. **Limit of Indemnity** shall mean the amounts stated in the **schedule** unless the amount is restricted by any limit specified in this **policy** where that amount shall apply
10. **Genetically modified organism** shall mean:
- a) any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, microorganisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seed which have undergone, or whose precursors have undergone, or parts of which have undergone
 - b) a genetic engineering process which resulted in the genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination
11. **Products** shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of the **your business**
12. **Clean Up Costs** shall mean:
- a) Testing for or monitoring of **pollution or contamination**
 - b) the costs of **remediation** required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time that such **remediation** commences.
13. **Remediation** shall mean remedying the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.
14. **Enforcing Authority** shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
15. **Pollution or Contamination** shall mean:
- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) all loss or damage or **injury** directly or indirectly caused by such pollution or contamination.

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 of 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 manslaughterwhich 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 always that
 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 any once occurrence 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
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
3. for **injury** caused during any **period of insurance** and sustained by any **person entitled to indemnity**
 - A) on any offshore installation or support or accommodation vessel for any offshore installation; or
 - B) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation.

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 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

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **employee** or the personal representatives of the **employee** shall assign the judgment to us

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. **Corporate Manslaughter and Corporate Homicide Act 2007**

This Section extends to indemnify **you** in respect of legal costs and expenses incurred with the **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this Section.

Provided always that:

- a) **our** liability under this Extension shall not exceed £5,000,000 in any one **period of insurance**. This limit will form part of and not be in addition to the **limit of indemnity** stated in the **schedule**
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) **you** shall give to **us** immediate notice of any summons or other process served upon you which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** shall be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

- iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of the **policy** the amount paid under that Section will be taken into account in arriving at the Insurer's liability payable under this Extension.

4. **Health and Safety at Work etc. Act 1974**

This **policy** subject to its terms and conditions extends to indemnify **you** or any director or employee of **yours** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **your** consent to act for or on **your** behalf or on behalf of any director or employee of **yours** in his defence against a criminal charge brought under:

- A) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- B) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the business involving bodily injury or disease which is or may be the subject of indemnity under this **policy** including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- a) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) **we** will be under no liability:
 - i) where **you** or any director or employee of **yours** is insured by any other **policy**
 - ii) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
 - iii) in respect of legal fees and expenses which **you** or any director or employee of **yours** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
 - iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- c) **you** or any director or employee of **yours** shall give to **us** immediate notice of any summons or other process served upon **you** or any director or employee of **yours** and of any event that may give rise to proceedings against **you** or any director or employee of **yours**

Special Provision to Section 8

1. **Terrorism Limitation**

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this Provision 'Terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any

person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above. In any action or suit or other proceedings where the Insurer alleges that by reason of this provision cover is not provided under this Section, the burden of proving that cover is provided under this Section shall be upon the Insured.

2. **Compulsory Insurance**

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this Section to the extent that **we** would not otherwise have been liable to make such payments on account of any breach of the terms of conditions of this Section.

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) accidental nuisance, accidental trespass to land or trespass to goods or interference with any easement right of air light water or wayother 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 during the **period of insurance** within the **territorial limits** in connection with the **business** of the Insured.

Territorial Limits for the purpose of this clause shall mean:

- 1)
 - anywhere in the world in respect of **products** sold or supplied in or from Great Britain, Northern Ireland the Channel Islands or the Isle of Man.
- 2)
 - other than in respect of **products** sold or supplied
 - a) anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
 - b) anywhere in the world (other than the United States of America or Canada) in respect of manual and non-manual work carried out during temporary visits; and
 - c) United States of America or Canada in respect of non-manual work carried out during temporary visits, the Channel Islands or the Isle of Man.
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 manslaughterwhich 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** 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 to Section 9

1) **Crop Spraying**

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

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

2) **Use of Heat**

It is a condition precedent to the liability of the Insurer under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

- 1 The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- 2 At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- 3 A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- 4 Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- 5 A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph 5 does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers. Use of asphalt, bitumen, tar, pitch or lead heaters. The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Use of asphalt, bitumen, tar, pitch or lead heaters.

The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

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) aerospace device
 - D) hovercraft
 - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 for injury 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 section 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 reinstatement or for guaranteeing the performance 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) provided for a fee or in
 - B) design) circumstances where a fee would
 - C) specification) normally be charged

- 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 directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
- 9 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
- 10 arising in connection with any **product** which, with **your** knowledge, is exported to Canada or the United States of America
- 11 caused by the use or storage of explosives other than for farming or agricultural purposes on land owned or rented by **you**
- 12 arising from the use of land or buildings owned or rented by **you** and not forming part of the **premises**
- 13 directly or indirectly arising out of, resulting from, in consequence of or in any way relating to a **genetically modified organism** or **products** comprising or incorporating **genetically modified organisms**.
- This exclusion shall not apply to livestock provided that **you** have demonstrably complied with any and all rules, regulations, laws, conditions, and other obligations pertaining to **genetically modified organisms**.
- 14 for the first £500 any one **event** in respect of **livestock** straying onto the public highway from unfenced or common land.
- 15 liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.
- This exclusion is not applicable to the indemnity provided by Extension 6 – Data Protection
- 16 arising from transmissible diseases caused by human and/or animal blood or blood products, bone, organs, tissue or stem cells that you have sold, used, transferred, harvested, manufactured, advertised, marketed or otherwise made available for use
- This exclusion is not applicable to food or drink for human or animal consumption.

Special Terms applicable to Business Activities

In respect of the following business activities the following special terms will apply

1 Agricultural Contracting

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 any one **event** in respect of Agricultural Contracting activities
- j) damage to property being worked upon
- k) any non-agricultural contracting
- l) accidental failure of livestock, crops or plants to achieve the expected standard of growth or yield

2 Residential Property Owner

It is a condition precedent to **our** liability 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**

3 Commercial Property Owner

It is a condition precedent to **our** liability 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**

4 Holiday Accommodation and Bed & Breakfast

It is a condition precedent to **our** liability 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 and breakfast accommodation at any one time

5 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 shall not be liable for the first £500 of any one **event** in respect of Caravan Storage activities

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

- a) any 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

6 Horse Activities

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

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 **injury** of any person or loss of or damage to **property** 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 any one **event** in respect of Horse activities

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

The **limit of indemnity** in respect of horse activities is restricted to £2,000,000 in respect of any one occurrence or series of occurrences arising from any one event or in respect of all events happening during any one period of insurance in respect of **products** supplied unless a different figure is shown on the **policy schedule** where that different amount will apply

7 Leasing of land to others

The indemnity will not apply to legal liability arising from any activities or events taking place upon leased land other than arising from a defect in the leased land.

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

1 Cross Liabilities

Where this **policy** is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate **policy** had been issued to each of them.

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 **injury** or loss of or damage to property arising from the movement of such vehicle by **you** or an **employee of yours** 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 for legal costs and expenses incurred with **our** prior consent and all sums **you** and if **you** so request any **employee** or director or partner of **yours** are required to pay as damages to an individual arising from proceedings brought against **you** under

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of the General Data Protection Regulation (EU 2016/679)

Provided always that **we** shall not be liable under this Extension for:

- a) fines, penalties, liquidated, punitive or exemplary damages
- b) the costs of notifying any person regarding loss of personal data
- c) the costs of replacing, reinstating, rectifying or erasing any personal data
- d) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by **you**.

Provided always that **our** liability under this extension shall not exceed £1,000,000 in any one **period of insurance**.

7 **Environmental Clean Up Costs**

We will indemnify **you** in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **pollution and contamination** which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one **period of insurance** and will be the maximum **we** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the **limit of indemnity** stated in the **schedule**
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) **we** shall be under no liability:
 - i) in respect of **clean up costs** for damage to **your** land premises watercourse or body of water whether owned leased hired tenanted or otherwise in **your** care, custody or control
 - ii) for damage connected with pre-existing contaminated property

- iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
- iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control
- v) in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident
- vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna.
- ix) for damage caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) in respect of fines or penalties of any kind
- xi) for damage caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured

8 **Defective Premises Act 1972**

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

9 **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

We will indemnify **you** or at **your** request any director or **employee** of **yours** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the **period of insurance** and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this Section including:

- a) costs of prosecution awarded against **you** or any director or Employee of **yours**
- b) legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that the **we** shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

10 **Consumer Protection Act 1987 – Legal Defence Costs**

We will indemnify **you** or at **your** request any director or **employee** of **yours** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part II of the Consumer

Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the **period of insurance** including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of **your business** and which relates to any event involving **injury** or loss of or damage to **property** which is or may be the subject of indemnity under this Section
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** shall not be liable under this Extension
 - i) where **you**, any director or Employee of **yours** is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **you**, any director or Employee of **yours**
 - iii) in respect of legal costs and expenses which **you**, any director or Employee of **yours** may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **you**, any director or Employee of **yours**
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless the Insurer has the sole conduct and control of all claims
- d) **you**, any director or **employee** of **yours** shall give to the **us** immediate notice of any summons or other process served upon the **you**, any director or **employee** of **yours** and of any event that may give rise to proceedings against **you**, any director or Employee of **yours**

11. **Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify **you** in respect of legal costs and expenses incurred with the **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **period of insurance** and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this Section.

Provided always that:

- a) **our** liability under this Extension shall not exceed £5,000,000 in any one **period of insurance**. This limit will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) **you** shall give to **us** immediate notice of any summons or other process served upon you which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** shall be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at

Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

- iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of the **policy** the amount paid under that Section will be taken into account in arriving at the Insurer's liability payable under this Extension.

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**.

Communicable Disease means any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature.

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 exposure to humans or animals infected with a **communicable disease**, or contact with bodily fluids of humans or animals infected with a **communicable disease**.
- (4)** 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.
- (5)** based upon or arising out of injury to any **Employee**.
- (6)** based upon or arising out of any **Excluded Activities**.
- (7)** based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages.
- (8)** based upon or arising out of any **Genetically Modified Organism**.
- (9)** 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**.
- (10)** 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.

- (11) 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.
- (12) 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.
- (13) 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**.
- (14) based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Retroactive Date**.
- (15) 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.
- (16) based upon or arising out of any sheep dipping which has used, or are using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.
- (17) 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.
- (18) 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**.

Other Insurance

If other valid, collectible insurance with any other insurer is available to **you** covering **Loss, Cleanup Costs** and/or **Emergency Costs**, or **Pollution Remediation Costs** cover afforded by this Section shall be in excess of and shall not contribute with such other insurance. The reference to other insurance shall include cover provided by this **policy** in:

(1) Section 1. Household Buildings:

- (a) What is Covered – 3.
- (b) What is Covered – 25.
- (c) What is Covered – 26.

(2) Section 4. Farm Buildings:

- (a) What is Covered – D.

(3) Section 9. Public Liability:

- (a) Extension 7 Environmental Clean-up Costs

Nothing shall be construed to make this Section 9A subject to the terms, conditions, and limitations of such other insurance, except for terms of this **policy** which are in sections stated as 'general' terms and where these terms apply to Section 9A.

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.
- 5. The **excess**.

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
Loss or damage to milk in your tank forming part of the plant as a direct result of: (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. 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.	1) Any amount exceeding the amount stated in your schedule in any period of insurance 2) The excess. 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. 10) Loss or damage to Milk outside Great Britain

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**.

ADDITIONAL COVER – CONTAMINATION OF OWN MILK

If shown as operative on the **schedule** cover is extended to indemnify **you** in respect of contamination of own milk as a result of antibiotics. In this respect only What is not Covered 7) above is deleted.

The limit of claims in any one year is the amount shown on the **schedule**

Section 12. Goods in Transit

WHAT IS COVERED	WHAT IS NOT COVERED
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. 2. Your own sheets, ropes, chains, toggles or packing materials on vehicles – Limit of £10,000 any one loss. 3. Personal effects of your drivers not otherwise more specifically insured whilst in your own vehicles – Limit any one driver any one loss £500. 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 In addition we will pay expenses reasonably incurred by you in: (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 (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 up to a limit any one loss of £10,000.	1) The excess 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. 3) Livestock. 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 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 6) Any consequential loss. 7) Losses occurring outside the limits of Great Britain, the Isle of Man, the Channel Islands or Northern Ireland nor sea transits between them. 8) Eggs and bottles unless the carrying vehicle overturns, catches fire or a theft occurs. 9) Personal Effects excludes cash, bank notes, debit or credit cards, watches and jewellery 10) loss destruction or damage to machinery at exhibitions due to its own running or operation 11) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature at exhibitions unless resulting from fire

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
In the event of loss or damage by deterioration or putrefaction of stock in a freezer or cold room while at the premises. A) due to the rise or fall in temperature resulting from any cause not hereunder excluded or B) due the action of refrigerant fumes which have escaped from the machine during any period of insurance at the commencement of which such freezer or cold room does not exceed the age of fifteen years 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 We will also pay: 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	1) The excess 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) Stock that is not stored in a freezer/chiller, cold room, cold store, or temperature-controlled potato store. 6) Any amount exceeding 20% of the sum insured up to a maximum of £25,000 in any one period of insurance 7) Any amount exceeding £5,000 in any one period of insurance 8) 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 **your** own insurer for the difference and shall bear a rateable share of the loss accordingly

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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
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.	1) The excess 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 (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 - 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. 5) damage arising from wear and tear, depreciation or electrical or mechanical breakdown, damage arising from an act of dishonesty committed or connived at by any person in the employment or service of yours

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. Any **excess**, if applicable, shall be applied after the application of this Average Clause

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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
 - gas
- used 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 otherwise excluded
 - (2) subsequent **damage** which itself results from a cause not otherwise excluded
 - 4) caused by
 - (a) pollution or contamination
 - (b) acts of fraud or dishonesty
 - (c) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - 5) to
 - (a) a building or structure caused by its own collapse or cracking

- (b) property in the open
- (c) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
 - (a) property in transit unless in the custody of a Director or **Employee of yours**
 - (b) 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
 - (c) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
- 7) recoverable under any guarantee or Maintenance Agreement in force at the happening of the **damage**

11. **Mechanical or Electrical Breakdown or derangement** in respect of the particular machine apparatus or equipment in which the breakdown or derangement occurs excluding **damage**

- 1) by any of
 - (a) the Covers
 - (b) the causes expressly excluded from the Covers specified in paragraphs 1 – 9 (whether or not insured)
- 2) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of **you** or **your** employees but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- 3) to property in the open
- 4) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the **damage**
- 5) to property resulting from
 - its undergoing any process of production packing treatment testing commissioning servicing or repair
 - pollution or contamination
 - acts of fraud or dishonesty
 - the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
 but this shall not exclude
 - such **damage** or subsequent **damage** which itself results from other **damage** and is not otherwise excluded

Insured's Contribution

This insurance does not cover **The Insured's** Contribution (as shown below or as otherwise specified in the **schedule**) being the first part of each and every loss to be borne by the **you** at each separate **premises** as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

A	Cover 9 (Subsidence) if insured	£1,500
B	All other Covers	£ 250

Exclusions

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

For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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 sum insured for each item specified on the **policy schedule**.

We will not pay the **excess** shown on the **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 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** omit or neglect to give such notice within the period stated **you** 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. The **policy** does not cover autumn sown vegetables.
8. **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.
9. If at the time **your** growing crops are destroyed or damaged by Hail the sum insured for each crop shown on the **schedule** is less than 75% of the total value of such growing crop **you** shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. For the avoidance of doubt solely in respect of the application of Average to any item under this Section clause (3)(a) of General Condition 4. Fair Presentation of Risk applies.

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 and Agricultural Workers III–Health Absence Benefits

Part A – 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/lacrosse/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
water-skiing
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**
- d) the total amount payable in respect of all Insured Persons as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed £1,000,000

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
- 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 reasonably 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**
 7. **Sickness or Bodily Injury** directly or indirectly caused by, happening through, in consequence of or contributed to by Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia or any mutant variation thereof including but not limited to Covid-19 (SARS-CoV-2) and its variants. This exclusion also excludes any claim:
 - i) arising from any fear or threat (whether actual or perceived) of such SARS and/or Atypical Pneumonia
 - ii) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such SARS and/or Atypical Pneumonia
- If **We** allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**
8. **Sickness or Bodily Injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with Terrorism. For the purposes of this Exclusion 'Terrorism' will mean Terrorism as defined in the General Exclusions and also Terrorism as defined in the Terrorism Act 2000

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	£50 per full 24 hours
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	

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

Part B – Agricultural Workers Ill-Health Absence Benefits

Words with Special Meanings

Agricultural Worker

Any **Employee** working in agriculture working for **You** continuously for at least 26 weeks prior to any **Sickness** or **Injury** occurring

Cover

Where during the **Period of Insurance** (If shown as Insured in your **policy schedule**)

- 1) an **Agricultural Worker** is absent from work as a result of **Sickness** or **Injury** or any other medical condition which a registered medical practitioner has certified in writing and this renders it necessary that the worker be absent from work or
- 2) an **Agricultural Worker** is absent from work as a consequence of a statement being provided in writing by a registered medical practitioner to the effect that the worker should not work because of a contagious or infectious disease

We will pay **You** the greater of

- 1) the National Living Wage or
- 2) the National Minimum Wage or
- 3) the Agricultural Minimum Wage
- 4) payment as calculated under the appropriate Agricultural Wages Board order

per hour of work missed up to a maximum of the workers contractual hours of work per week or 39 hours, whichever is the lesser for a maximum of 13 weeks per **Employee** in any one **Period of Insurance** minus any payments made for Statutory Sick Pay (SSP) excluding

- 1) the first 3 days of a period of absence
- 2) where statutory maternity pay within the meaning of the Social Security Contributions and Benefits Act 1992 is payable
- 3) days that are remunerated holiday
- 4) workers in legal custody
- 5) absences arising from intentional self-inflicted injury or the consumption of alcohol or a controlled drug (within the meaning of the Misuse of Drugs Act 1971 (b))
- 6) claims involving Terrorism as excluded under Part A of this Section.

Conditions Applicable To Agricultural Workers Ill-Health Absence Benefits

To make any payment under Agricultural Workers Ill-Health Absence Benefits of Section 17 B that on the happening of any event which may give rise to a claim **You** shall

- 1) for periods of sickness lasting 4, 5 or 6 days provide either
 - a. a written statement signed from the **Employee** stating the reason for their absence or
 - b. a medical certificate advising the **Employee** to refrain from work due to sickness or injury or

- c. a certificate of admission to hospital

2) for periods of sickness of 7 days or more provide either

- a. a medical certificate advising the **Employee** to refrain from work due to sickness or injury or

- b. a certificate of admission to hospital

the period of an absence shall not include any day on which the **Employee** is not contractually obliged to work or which is a holiday

Section 18. Legal Expenses

The cover under this Section is provided by ARAG plc.

ARAG plc ("ARAG") is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Claims Procedure

Telling us about your claim

- 1) If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- 2) If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this Section of the Policy.
- 3) A claim can be made online at www.arag.co.uk/newclaims. Alternatively, an **Insured** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **Us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed application and supporting documentation can be submitted online or sent to **Us** by email or post. Further details are set out on **Our** website.

What happens next?

- 1) **We** will send the **Insured** an acknowledgment by the end of the next working day after receiving their claim.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under this Section of the Policy, **We** will contact the **Insured** either:
 - a) confirming cover under the terms of this Section of the Policy and advising the **Insured** of the next steps to progress their claim; or
 - b) if the claim is not covered, **We** will explain in full the reason(s) why and advise whether **We** can assist in another way.
- 3) When a representative is appointed by **Us**, they will try to resolve the **Insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- 4) **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Complaints Procedure

If a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **Our** Customer Relations Department can be reached in the following ways:

Address: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Telephone: **0344 893 9013** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).
Email: customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone: **0800 023 4567** or **0300 1239 123**
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-](http://www.financial-ombudsman.org.uk)

[ombudsman.org.uk](https://www.ombudsman.org.uk). The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

Privacy Statement

This is a summary of how **We**, on behalf of the **Insurer**, collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website <https://www.arag.co.uk/data-legal/privacy-notice/>

Collecting personal information

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

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

Using personal or sensitive information

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

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

Keeping personal information

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

Your rights

Any person insured under this Section of the Policy has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). The **Insured** may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the **Insurer** cannot meet their obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk.

Part A – Family Legal Expenses

Helpline and Additional Services

We record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and Tax Advice - 0344 571 7978

If **You** have a legal or tax problem, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Identity Theft Resolution - 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help **You** keep **Your** personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help **You** to restore **Your** credit rating and correspond with **Your** card issuer, bank or other parties. Identity theft expenses are insured under Insured Event 9. Identity Theft when **You** use this helpline.

Counselling Assistance - 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

Consumer Legal Services

www.araglegal.co.uk

Getting started

You will need to enter voucher code **AFE48BBE98B5** when **You** register to use the website. Once **You** have registered **You** can access the website at any time to create and securely store **Your** legal documents.

More help?

If **You** have problems using the website, please contact **Our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **You** legal or insurance advice.

Definitions Applicable to Section 18 Part A – Family Legal Expenses

Wherever the following words or terms appear in Section 18 Part A they will always have these meanings.

Appointed Advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- 2) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Insured

You, Your partner and relatives permanently living with **You** in **Your** main home in the UK. (The **Insurer** will cover **Your** children temporarily away from home for the purposes of higher education.)

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
- 2) In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- 3) Reasonable accountancy fees reasonably incurred under Insured Event 6. Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance.
- 4) The **Insured's** basic wages or salary under Insured Event 8. Loss of Earnings while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- 5) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 9. Identity Theft where the **Insured** has taken advice from **Our** identity theft resolution helpline.

Occurrence Date

- 1) For a civil claim:
 - a) the date of the event that leads to a claim, or
 - b) the date of the first in a series of events that arise from the same original cause that leads to a claim.
- 2) For criminal cases, the date an **Insured** began, or is alleged to have begun, to commit an offence.
- 3) For HMRC enquiries and compliance disputes, the date an **Insured** disagrees with the outcome of an HMRC Internal Review, where the matter is appealable; otherwise, the date an **Insured** receives notification of the enquiry, or the date a non-compliance issue is raised by HMRC.
- 4) For investigations or disciplinary hearings by a professional or regulatory body, the date the **Insured** is alleged to have committed a regulatory breach or act of misconduct.
- 5) For identity theft, the date an **Insured** became aware of the identity theft.

Period of Insurance

The period shown in the Schedule to which this Policy attaches.

Reasonable Prospects of Success

- 1) Other than as set out below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 2. Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- 2) In criminal prosecution claims where the **Insured**
 - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3) In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

- 1) For Insured Events 2. Contract and 4. Personal Injury: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.

- 2) For all other Insured Events: the United Kingdom, Channel Islands and Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your

The person(s) named in the Schedule to which this Policy attaches.

Section 18 Part A Cover

Following an Insured Event, the **Insurer** will pay **Legal Costs & Expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- 1) The **Insured** keeps to the terms of the Policy and cooperates fully with **Us**.
- 2) The Insured Event happens within the **Territorial Limit** with an **Occurrence Date** during the **Period of Insurance**.
- 3) The claim
 - a) always has **Reasonable Prospects of Success** and
 - b) is reported to **Us** as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- 4) Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** before proceedings have been or need to be issued.
- 5) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **Us** within the **Territorial Limit**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim application.

Where the **Insured** is seeking financial remedy and the cost of pursuing the **Insured's** claim is likely to be more than any award of damages, the **Insurer** will not pay more than the value of the likely award.

Section 18 Part A Insured Events

1. Employment A dispute with the Insured's current, former or a prospective employer relating to their contract of employment or related legal rights. You can claim under this Section of the Policy as soon as internal procedures as set out in the a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded. The Insured is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.	What is Not Covered Under Insured Event 1. Any claim arising from or relating to: a) a dispute arising solely from personal injury b) defending the Insured other than defending an appeal c) costs the Insured incurs to prepare for an internal disciplinary hearing, grievance or appeal d) an Insured's employer's or ex-employer's pension scheme e) a compromise or settlement agreement between the Insured and their employer unless such agreement arises from an ongoing claim under this Section of the Policy.
2. Contract A dispute arising out of an agreement or alleged agreement which has been entered into by the Insured for a) buying or hiring consumer goods or services b) privately selling goods c) buying or selling Your main home d) renting Your main home as a tenant e) the occupation of Your main home under a lease.	What is Not Covered Under Insured Event 2. Any claim arising from or relating to: a) a dispute with a tenant or leasee where the Insured is the landlord or lessor b) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments c) the Insured's business activities, trade, venture for gain, profession or employment

	d) a contract involving a motor vehicle e) a settlement due under an insurance policy f) construction work, or the design, conversion or extension of any building where the dispute arises from; - an agreement that i) exceeds; or ii) is ancillary to another contract that exceeds; £10,000 in value including VAT g) a dispute with any party other than the party with whom the Insured has entered into an agreement or alleged agreement with.
3. Property A dispute relating to visible property which the Insured owns following a) an event which causes physical damage to the Insured's property including Your main home b) a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.	What is Not Covered Under Insured Event 3. a) The first £250 of any claim under Insured event 3.b) This is payable by the Insured as soon as We accept the claim. b) Any claim arising from or relating to: i) a contract entered into by an Insured ii) any building or land other than Your main home iii) a motor vehicle iv) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on Your property by any government, local or public authority v) defending any dispute under Insured event 3. a. other than defending a counter claim or an appeal vi) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass
4. Personal injury A sudden event directly causing the Insured physical bodily injury or death.	What is Not Covered Under Insured Event 4. Any claim arising from or relating to: a) a condition, illness or disease which develops gradually over time b) mental injury, nervous shock, depression or psychological symptoms where the Insured has not sustained physical injury to their body c) defending any claim other than an appeal.
5. Clinical negligence A dispute arising from alleged clinical negligence or malpractice.	What is Not Covered Under Insured Event 5. a) Any claim arising from or relating to a contract dispute. b) Defending any claim other than an appeal
6. Tax disputes A formal enquiry into the Insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.	What is Not Covered Under Insured Event 6. Any claim arising from or relating to: a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions b) a business or venture for gain of the Insured c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Insured's financial arrangements

	d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland e) an investigation by the Fraud Investigation Service of HMRC.
7. Legal defence a) Work An alleged act or omission of the Insured that arises from their work as an employee and results in: i) the Insured being interviewed by the police or others with the power to prosecute ii) a prosecution being brought against the Insured in a court of criminal jurisdiction iii) civil proceedings being brought against the Insured under unfair discrimination laws. b) Motor A motoring prosecution being brought against the Insured. c) Regulatory investigations A formal investigation or disciplinary hearing being brought against the Insured by a professional or regulatory body.	What is Not Covered Under Insured Event 7. Any claim arising from or relating to: a) owning a vehicle or driving without motor insurance or driving without a valid driving licence b) a parking offence.
8. Loss of earnings The Insured's absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.	What is Not Covered Under Insured Event 8. a) Loss of earnings in excess of £1,000. b) Any sum which can be recovered from the court or tribunal.
9. Identity theft A dispute arising from the use of the Insured's personal information without their permission in order to commit fraud or other crimes provided the Insured contacts Our Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.	What is Not Covered Under Insured Event 9. The Insurer will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Exclusions Applicable to Section 18 Part A – Family Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- 1) **Legal Costs & Expenses** incurred without **Our** consent
- 2) any actual or alleged act or omission or dispute happening before, or existing at the start of the Policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this Section
- 3) an amount below £100
- 4) an allegation against the **Insured** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- 5) a dispute between **Your** family members
- 6) an **Insured's** deliberate or reckless act
- 7) a judicial review

- 8) a dispute arising from or relating to clinical negligence except as provided for in Insured Event 5. Clinical Negligence
- 9) a dispute with **Us** not dealt with under Condition 6., or the **Insurer** or the company that sold this Policy
- 10)
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this Section of the Policy, the burden of proving the contrary shall be upon the insured
 - f) a dispute where 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
- 11) a group litigation order
- 12) the payment of fines, penalties or compensation awarded against the **Insured**
- 13) the **Insurer** will not cover a claim where the **Insured's** failure to notify **Us** of the Insured Event within a reasonable time of the **Occurrence Date** adversely affects the **Reasonable Prospects of Success** of the claim or **We** consider the **Insurer's** position has been prejudiced.

Conditions Applicable to Section 18 Part A – Family Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

These conditions apply in addition to the general Policy Conditions.

1. The Insured's Responsibilities

An **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

2. Freedom To Choose an Appointed Advisor

- a) In certain circumstances as set out below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
 - ii) there is a conflict of interest
 the **Insured** may choose a qualified **Appointed Advisor**.
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details and cost.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **We** agree special terms with them which may be less than the rates available from other firms.)
- e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim, the **Insured** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**), where legally permitted.

3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **Insured** must have **Your** agreement to claim under this Section of the Policy.

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs.
- d) The **Insured** must settle costs arising from Insured Event 9. Identity Theft in the first instance and make a receipted claim to **Us** for reimbursement.

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

6. Disputes

If any dispute between the **Insured** and **Us** arises from this Section of the Policy, the **Insured** can make a complaint to **Us** as described under the **Complaints Procedure** above and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this Section of the Policy did not exist.

8. Fraudulent Claims and Claims Tainted by Dishonesty

- a) If an **Insured** makes any claim which is fraudulent or false, this Section of the Policy may become invalid and all benefit under it may be lost.
- b) An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
 - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
 - ii) prejudiced any part the outcome of the **Insured's** claimthe **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

9. Acts Of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within this Section of the Policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This Section of the Policy will be governed by English law.

Part B – Commercial Legal Solutions

Helpline and Additional Services

We record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning, usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and Tax Advice 0344 571 7978

If **You** have a legal or tax problem relating to **Your Business**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK.

Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy Assistance 0330 303 1955

If **You** are planning redundancies and need extra legal support, **We** can arrange specialist consultancy assistance for **You**. Redundancy assistance will help **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like **Us** to arrange Redundancy assistance, please call **Us** between 9am and 5pm on weekdays (except bank holidays).

Executive Suite – Identity Theft Resolution 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the **Business** between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured Event 11.c) when **Your** executives use this helpline.

Crisis Communication 0344 571 7964

Following an event that has attracted negative publicity which could affect **Your Business**, **You** can access professional public relations support from **Our** crisis communication experts. This service is available 24 hours a day, 365 days of the year.

In advance of any actual adverse publicity, where possible, initial advice for **You** to act upon will be provided over the phone. If **Your** circumstances require professional work to be carried out at that time, **We** can help on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **Your Business**, **You** are insured against the costs of crisis communication services under Insured Event 13. when **You** use this helpline.

Counselling Assistance 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to **Your Employees** or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

Business Legal Services

www.araglegal.co.uk

Getting started

You will need to enter voucher code **X1232KC79BB5** when **You** register to use the website. Once **You** have registered **You** can access the website at any time to create and securely store **Your** legal documents.

More help?

If **You** have problems using the website, please contact **Our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **You** legal or insurance advice.

Definitions Applicable to Section 18 Part B – Commercial Legal Expenses

Wherever the following words or terms appear in Section 18 Part B they will always have these meanings.

Appointed Advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- 2) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the Schedule that attaches to this Policy.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted that a discounted fee is payable.

Employee

A worker who has or alleges they have entered into a contract of service with **You**.

Insured

- 1) **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- 2) A person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- 2) In civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- 3) Reasonable accountancy fees reasonably incurred under Insured Event 4. Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance.
- 4) Health and Safety Executive Fees for Intervention.
- 5) **Your Employee’s** basic wages or salary under Insured Event 9. Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- 6) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 11.c) where the **Insured** has taken advice from **Our** Executive Suite Identity Theft Resolution helpline.

- 7) The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under Insured Event 11.e) Executive Suite and 13. Crisis Communication.

Occurrence Date

- 1) For a civil claim:
 - a) the date of the event that leads to a claim, or
 - b) the date of the first in a series of events that arise from the same original cause that leads to a claim.
- 2) For criminal cases, the date an **Insured** began, or is alleged to have begun, to commit an offence.
- 3) For HMRC enquiries and compliance disputes, the date an **Insured** disagrees with the outcome of an HMRC Internal Review, where the matter is appealable; otherwise, the date an **Insured** receives notification of the enquiry, or the date a non-compliance issue is raised by HMRC.
- 4) For an appeal against the terms imposed by a statutory notice, the date **You** are issued with the relevant notice and have the right to appeal.
- 5) For investigations or disciplinary hearings by a professional or regulatory body, the date the **Insured** is alleged to have committed a regulatory breach or act of misconduct.
- 6) For statutory licence appeals, the date **You** first became aware of the formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew Your licence or compulsory registration.
- 7) For crisis communication, the date of publication of material that could cause damage to **Your Business** reputation.

Period of Insurance

The period shown in the Schedule to which this policy attaches. (The **Period of Insurance** shall otherwise expire on earlier cancellation of this Policy.)

Premises

The property or properties which are owned by **You** or are **Your** responsibility and insured as declared to **Us** and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.

Reasonable Prospects of Success

- 1) Other than as set out in 2) and 3) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 12. Contract & Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
 - 2) In criminal prosecution claims where the **Insured**:
 - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
 - 3) In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.
- Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

- 1) For Insured Events 6. Legal Defence and 12. Contract & Debt Recovery, the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland, and countries in the European Union.
- 2) For all other Insured Events, the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your

The individual, partnership or corporate body named in the Schedule, including any subsidiary and/or associated companies declared to **Us**.

Part B Cover

Following an Insured Event, the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under Insured Event 2. Employment Compensation Awards) up to

- 1) £100,000 for all claims related by time or originating cause;

- 2) an aggregate limit of £1,000,000 for compensation awards under Insured Event 2. Employment Compensation Awards;

subject to all the following requirements being met.

- 1) **You** have paid the insurance premium.
- 2) The **Insured** keeps to the terms of this Section of the Policy and cooperates fully with **Us**.
- 3) Unless otherwise stated in this Section of the Policy, the Insured Event arises in connection with **Your Business**.
- 4) The Insured Event happens within the **Territorial Limit** with an **Occurrence Date** during the **Period of Insurance**.
- 5) The claim
 - a) always has **Reasonable Prospects of Success** and
 - b) is reported to **Us** as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**
 - a) in any claim to be heard by an Employment Tribunal and/or
 - b) before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limit**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim application.

Section 18 Part B Insured Events

1. Employment A dispute between You and Your Employee, ex-Employee, or a prospective Employee, arising from a breach or an alleged breach of their a) contract of service with You b) related legal rights. You can claim under this Section of the Policy as soon as internal procedures as set out in the a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.	What Is Not Covered Under Insured Event 1. Any claim arising from or relating to: a) any dispute where the originating cause of action arises within the first 90 days of the start of this Policy, except where You have had equivalent cover in force up until the start of this Policy b) the pursuit of an action by You other than an appeal against the decision of a court or tribunal c) actual or alleged redundancy that is notified to Employees within 180 days of the start of this Policy, except where You have had equivalent cover in force up until the start of this Policy d) costs You incur to prepare for an internal disciplinary hearing, grievance or appeal e) a pension scheme where actions are brought by ten or more Employees or ex-Employees.
2. Employment Compensation Awards Following a claim, We have accepted under Insured Event 1. Employment, the Insurer will pay any a) basic and compensatory award or b) an amount agreed by Us in settlement of a dispute. Provided that compensation is: a) agreed through mediation, conciliation or under a settlement approved by Us in advance, or b) awarded by a tribunal judgment after full argument unless given by default.	What Is Not Covered Under Insured Event 2. a) Money due to an Employee under a contract or a statutory provision relating thereto. b) Compensation awards or settlements relating to: i) trade union membership, industrial or labour arbitration, or collective bargaining agreements ii) civil claims or statutory rights relating to trustees of occupational pension schemes.
3. Employment Restrictive Covenants a) A dispute with Your Employee or ex-Employee which arises from their breach of a	

restrictive covenant where You are seeking financial remedy or damages. Provided that the restrictive covenant: i) is designed to protect Your legitimate Business interests, for a period not exceeding 12 months, and ii) is evidenced in writing and signed by Your Employee or ex-Employee, and iii) extends no further than is reasonably necessary to protect the Business interests. b) A dispute with another party who alleges that You have breached their legal rights protected by a restrictive covenant.	
4. Tax Disputes a) A formally notified enquiry into Your Business tax. b) A dispute about Your compliance with HMRC regulations relating to Your Employees, workers or payments to contractors. c) A dispute with HMRC about Value Added Tax. Provided that: a) You keep proper records in accordance with legal requirements and b) in respect of any appealable matter You have requested an Internal Review from HMRC where available.	What Is Not Covered Under Insured Event 4. Any claim arising from or relating to: a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions b) an investigation by the Fraud Investigation Service of HMRC c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom e) Your failure to register for VAT.
5. Property A dispute relating to material property which You own or is Your responsibility: a) following an event which causes physical damage to Your material property b) following a public or private nuisance or trespass c) which You wish to recover or repossess from an Employee or ex-Employee.	What Is Not Covered Under Insured Event 5. Any claim relating to: a) a contract between You and a third party except for a claim under 5.c) b) goods lent or hired out c) compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.
6. Legal Defence a) A criminal investigation and/or enquiry by: i) the police or ii) any other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the Insured being prosecuted. b) The charge for an offence or alleged offence which leads to the Insured being prosecuted in a court of criminal jurisdiction.	What Is Not Covered Under Insured Event 6. Any claim relating to a parking offence.
7. Compliance & Regulation a) Receipt of a statutory notice that imposes terms against which You wish to appeal. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A civil action alleging wrongful arrest arising from an allegation of theft. d) A claim against You for compensation under the Data Protection Act 2018 provided that	What Is Not Covered Under Insured Event 7. Any claim arising from or relating to: a) the pursuit of an action by You other than an appeal b) a routine inspection by a regulatory authority c) an enquiry, investigation or enforcement action by HMRC d) a claim brought against Your Business where unlawful discrimination has been alleged.

i) You are registered with the Information Commissioner ii) You are able to evidence that You have in place a process to - investigate complaints from data subjects regarding a breach of their privacy rights - offer suitable redress where a breach has occurred and that Your complaints process has been fully engaged. e) A civil action alleging that an Insured (or an ex-Employee provided that they have Your agreement to claim under this Section of the Policy) has i) committed an act of unlawful discrimination; or ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of Your Employees.	
8. Statutory Licence Appeals An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew Your statutory licence or compulsory registration, required to run Your Business.	
9. Loss Of Earnings The Insured's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.	What Is Not Covered Under Insured Event 9. Any sum which can be recovered from the court.
10. Personal Injury An event that causes bodily injury to, or the death of, an Insured.	What Is Not Covered Under Insured Event 10. Any claim arising from or relating to a condition, illness or disease which develops gradually over time.
11. Executive Suite This Insured Event applies only to the principal, executive officers, directors and partners of Your Business. a) An HMRC enquiry into the executive's personal tax affairs. b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from Your Business. c) A claim that arises from personal identity theft, provided that the person claiming has sought and followed advice from the Executive Suite Identity Theft Resolution helpline. d) A dispute that arises from the terms of Your Business partnership agreement that is to be referred to mediation. e) Crisis communication as described in Insured Event 13. below shall be available to the principal, executive officers, directors and partners of the Business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.	What Is Not Covered Under Insured Event 11. a) Any claim arising from or relating to: i) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions ii) an investigation by the Fraud Investigation Service of HMRC iii) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom v) a parking offence vi) costs incurred in excess of £25,000 for a claim under 11.d) and 11.e). b) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.
12. Contract & Debt Recovery	What Is Not Covered Under Insured Event 12.

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf to buy, sell, hire or lease goods or services or to rent Your Business premises, provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures	Any claim arising from or relating to: a) a dispute arising from an agreement entered into prior to the start of this Policy if the Date of Occurrence is within the first 90 days of the start of this Policy, except where You have had equivalent cover in force up until the start of this Policy b) an amount which is less than £200 c) a dispute with a tenant or leasee where You are the landlord or lessor d) the sale or purchase of land or buildings e) loans, mortgages, endowments, pensions or any other financial product f) computer hardware, software, internet services or systems which i) have been supplied by You or ii) have been tailored to Your requirements g) a breach or alleged breach of a professional duty by an Insured h) the settlement payable under an insurance policy i) a dispute relating to an Employee or ex-Employee j) adjudication or arbitration.
13. Crisis Communication Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business, We will: a) liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section of the Policy, or acts on Your behalf under any other policy), to draft a media statement or press release b) prepare communication for Your staff/customers/suppliers and/or a telephone or website script or social media messaging c) arrange, support and represent an Insured at an event which media will be reporting d) support the Insured by taking phone calls/emails and managing interaction with media outlets e) support and prepare the Insured for media interviews provided that You have sought and followed advice from Our Crisis communication helpline.	What Is Not Covered Under Insured Event 13. Any claim arising from or relating to: a) matters that should be dealt with through Your normal complaints procedures b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast c) costs incurred in excess of £25,000.
14. Commercial and Residential Leased or Let Property a) Dilapidations and maintenance Legal Costs & Expenses to pursue Your legal rights: i) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the Premises, except in relation to repossession, recovery of money and dilapidations, or ii) in a dispute relating to dilapidations to the Premises. Provided that	What Is Not Covered Under Insured Event 14. a) Any claim where the originating cause of action arises within 90 days of the start of this cover, except where You have had equivalent cover in force up until the start of this Policy b) Any claim arising from or relating to: i) the negotiation, review or renewal of the lease or tenancy agreement ii) any matter relating to service charges iii) rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on Your material property by any government or public or local authority iv) any claim relating to registering rents, reviewing rents, buying the freehold of the

- the amount in dispute relating to dilapidations exceeds £1,000 - prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by You - after the tenant has vacated the Premises, a details Schedule of Dilapidations is prepared by You. b) Repossession Legal Costs & Expenses to pursue Your legal rights to obtain possession of the Premises, provided that, where appropriate, all statutory and contractual notices have been correctly served by You on the tenant.	Premises or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees v) any planning application, review or decision vi) mining subsidence. c) Any claim relating to any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.
15. Public Rights of Way Provision of evidence to protect Your financial interest and enjoyment over land owned and occupied by You where You have received notice that an application has been made to the surveying authority to modify their definitive map and statement under section 53 (2) of the Wildlife and Countryside Act 1981; where a modification order if granted will adversely affect Your Business	

Exclusions Applicable to Section 18 Part B – Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- 1) costs or compensation awards incurred without **Our** consent;
- 2) any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this Section of the Policy, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- 3) an allegation against the **Insured** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

except in relation to Insured Event 13. Crisis Communication
- 4) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1. Employment), or defending a claim in respect of loss or damage that has been caused to **your** property
- 5) National Minimum Wage and/or National Living Wage Regulations
- 6) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured Event 3. Employment Restrictive Covenants)
- 7) a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under Insured Event 11.d))
- 8)
 - a) a franchise agreement
 - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- 9) a judicial review
- 10) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition 6
- 11)
 - a) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

- b) ionising radiations on contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - c) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action
 - f) a dispute where providing cover, payment of any claim or the provision of any benefit would expose the **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.
- 12) The payment of fines, penalties or compensation awarded against the **Insured** (except as covered under Insured Event 2. Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction
- 13) The **Insurer** will not cover a claim where the **Insured's** failure to notify **Us** of the Insured Event within a reasonable time of the **Occurrence Date** adversely affects the **Reasonable Prospects of Success** of the claim or **We** consider the **Insurer's** position has been prejudiced.

Conditions Applicable to Section 18 Part A – Family Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs & Expenses** from the **Insured** if this happens.

1. The Insured's Responsibilities

An **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

2. Freedom To Choose an Appointed Advisor

- a) In certain circumstances as set out in 2.b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
 - ii) there is a conflict of interest
 the **Insured** may choose a qualified **Appointed Advisor**, except where the **Insured's** claim is to be dealt with by the Employment Tribunal where **We** shall always choose the **Appointed Advisor**.
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree terms with them including rates which may be lower than those available from other firms.)
- e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim, **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **Insured** must have **Your** agreement to claim under this Section of the Policy.

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs.

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** rights under Condition 6. Arbitration.

6. Arbitration

If any dispute between the **Insured** and **Us** arises from this Section of the Policy, the **Insured** can make a complaint to **Us** as described under the **Complaints Procedure** above and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter, **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this Section of the Policy did not exist; even if the other insurer refuses the claim.

8. Fraudulent Claims and Claims Tainted by Dishonesty

- a) If the **Insured** makes any claim which is fraudulent or false, the Policy may immediately become void and all benefit under it may be lost.
- b) An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:
 - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
 - ii) prejudiced any part the outcome of the **Insured's** claim
 the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

9. Cancellation

In addition to the Cancellation conditions as set out under the **Policy Conditions** section, the **Insurer** may also cancel the Policy and refund the premium for the remaining **Period of Insurance** if at any time **You**:

- a) enter into a voluntary arrangement or a deed of arrangement or
- b) become bankrupt, are placed into administration, receivership or liquidation or
- c) have **Your** affairs or property in the care or control of a receiver or administrator.

10. Acts Of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the Policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This Section will be governed by English Law.

Section 19. Terrorism Buy Back Cover

The following Terrorism Buy Back Cover applies to Sections 1, 2, 3, 4, 5 and 7 but only if indicated in the policy schedule to be operative.

Definitions Applicable to Terrorism Buy Back Cover

Act of Terrorism

Any act or 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.

Computer System

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Data

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 the network addresses, the exploitation of system or network weaknesses and 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 system** whether **your** property or not.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

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

Private individual

Any person other than a

- a) company association or partnership or similar
- b) trustee or body of trustees where insurance is arranged under the terms of a trust or similar
- c) person who owns **residential property** for the purpose of their business as a sole trader or similar
- d) person who owns or occupies **residential property** of which in excess of 20% of the property is commercially occupied

Definition Note:

- 1) Where the **residential property** is occupied by a trustee or a sole trader or similar as a private residence and where the property is not a block of flats each will be deemed to be a private **individual** in respect of that same property

and

- 2) Where two or more persons have arranged insurance on **residential property** in their several names and/or **your** name includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured they will be deemed to be a **private individual** in respect of that property

Residential property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description) as **your** property or property for which **you** are responsible

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor **computer systems, data** or operations, whether involving self-replication or not.

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.

The Cover

In consideration of the payment of the Terrorism Premium and its Insurance Premium Tax in respect of the **period of insurance**:

A. in the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an **act of terrorism**; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an **act of terrorism** and that refusal is reversed by the decision of a validly constituted tribunal

we shall by this Terrorism Buy Back Cover section provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such **act of terrorism** in so far and to the extent that such Damage and consequential loss is insured under the **policy**.

Provided always that:

- 1) such Damage or consequential loss occurs in England, including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

2) in any action, suit or other proceedings where the Insurers allege that any Damage or consequential loss is not covered by this Terrorism Buy Back Cover the burden of proving that such Damage or consequential loss is covered will fall upon **you**

3) the insurance effected by this Terrorism Buy Back Cover excludes:

A) any losses whatsoever:

a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

i) damage to or the destruction of any **computer system**; or

ii) 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, hacking, phishing or denial of service attack**

Proviso to exclusion 3) A) b)

save that Covered Loss otherwise falling within this exclusion 3) A) b) will not be treated as excluded by exclusion 3) A) b) solely to the extent that such Covered Loss:

i) results directly (or, solely as regards ii) 3) below, indirectly) 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 vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and

ii) comprises:

1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or

2) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an **act of terrorism** causing damage to other Property within one mile of the Property insured to which access is affected; or

3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation 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

iv) for the purposes of this Proviso:

1) the meaning of 'Property' shall exclude:

A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any **data**

2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an **act of terrorism**

v) notwithstanding the exclusion of **data** from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in subparagraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this Terrorism Buy Back Cover.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this Terrorism Buy Back Cover

B) any type of property which has been specifically excluded in the **policy**

C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

D) **residential property** insured in the name of a **private individual**

4) save for the exclusions listed in 3) above no other exclusions in this **policy** will apply to the insurance effected by part A. of this Terrorism Buy Back Cover. All the other terms, definitions and conditions of this **policy** including but not limited to any **excess** or deductible to be borne by **you** will apply to the insurance effected by part A. of this Terrorism Buy Back Cover except for:

A) any long term agreement or long term undertaking applying to this **policy**

B) any terms in this **policy** which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**

C) any extension of the meaning of the term 'Premises' in this **policy** to include locations outside England and Wales and Scotland.

B. In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence happening in the territories described in paragraph A. proviso 1) above to have been an **act of terrorism** and such refusal is upheld by the decision of a validly constituted tribunal this Terrorism Buy Back Cover will delete any Terrorism Exclusion in the **policy** in respect of such event or occurrence.

Provided always that in respect of B. above all other terms, definitions, exclusions, provisions and conditions of the **policy** will apply.

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